



UNIVERSITY OF NAIROBI

STANDARD TENDER DOCUMENT FOR SMALL WORKS

**PROPOSED RE-ROOFING WORKS AT STELLA AWINJA
HOSTEL, MAIN CAMPUS (RESERVED FOR YOUTH, WOMEN
& PERSONS WITH DISABILITY OWNED FIRMS)**

TENDER NO. UON/T/31/2015-2016

NOTICE DATE: THURSDAY MAY 5, 2016

CLOSING DATE: FRIDAY 20, 2016 AT 10.30AM

All correspondence to:

PROCUREMENT MANAGER, UNIVERSITY OF NAIROBI
P.O. BOX 30197 – 00100 GPO NAIROBI KENYA,
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SECTION –I INVITATION FOR TENDERS

NOTICE DATE: THURSDAY MAY 5, 2016

TENDER NO. UON/T/31/2015-2016

**TENDER NAME: PROPOSED RE-ROOFING AT STELA AWINJA HOSTEL,
MAIN CAMPUS**

The **University of Nairobi** invites sealed bids from eligible Candidates for **the Proposed Re-roofing at Stella Awinja Hostel, Main Campus.**

1. Interested eligible candidates may obtain further information from and inspect the tender documents at **the Procurement Manager’s office, Room 104, Administration Block 1st floor, Main campus**
2. A complete set of tender documents may be downloaded from <http://supplier.treasury.go.ke/procurement.uonbi.ac.ke> , www.ppoa.go.ke free of charge. Bidders who download the tender document **MUST** email their contact details and tender number to manager-procurement@uonbi.ac.ke
3. Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid for a period of one hundred and twenty days (120) from the closing date of the tender.
4. Tenders should be accompanied by a fully signed Tender Securing Declaration form.
5. Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and name be deposited in the Tender Box at The **Main Campus, Reception Area, Administration Block or be addressed and posted to Procurement Manager, P.O Box 30197-00100, Nairobi, Kenya** so as to be received on or Before **FRIDAY MAY 20, 2016 AT 10.30AM**
6. Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at Council Committee Room

Late bids will be rejected and returned unopened. The University of Nairobi reserves the right to accept or reject a tender in whole or in part. Canvassing will lead to automatic disqualification

**MR. J.M.K. MOKAYA
PROCUREMENT MANAGER**

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.

SECTION II INSTRUCTIONS TO TENDERERS

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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 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 to 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 cashflow for the Contract;

- (b) experience as main contractor in the construction of at least
 - (c) two works of a nature and complexity equivalent to the Workover the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);
 - (d) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;
 - (e) 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
 - (f) 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) Form of Tender and Qualification Information
 - (c) Conditions of Contract
 - (d) Appendix to Conditions of Contract
 - (e) Specifications
 - (f) Drawings
 - (g) Bills of Quantities
 - (h) Forms of Securities
- 2.2 The tenderer shall examine all Instructions, Forms to be filled and 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, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications;
 - (b) Tender Security;
 - (c) Priced Bill of Quantities
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited; and
 - (f) 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 The Tender Security of the successful tenderer will be discharged when the 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 copies of the tender, in the number specified in the invitation

to tender, and clearly marked as “COPIES”. 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 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.17 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.
- 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 all copies of the tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as “**ORIGINAL**” and “**COPIES**” 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 Tenderers may only offer discounts to, or otherwise modify the prices of their 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 pursuant to Clause 4.4, in the presence of the tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender. Envelopes marked "**WITHDRAWAL**" shall be opened and read out 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 any alternative tender (if alternatives have been requested or permitted), any discounts, tender modifications and withdrawals, the presence or absence 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;
- (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 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way by any person or entity.
- 5.8 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause
- 5.9
- 5.10 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.
- 5.11 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 an 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
- 6.6 Contract and in the form stipulated in the Tender documents. The Performance Security shall be in the amount and specified form
- 6.7 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.
- 6.8 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.
- 6.9 Preference where allowed in the evaluation of tenders shall not be allowed for contracts not exceeding one year (12 months)
- 6.10 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

- 6.11 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.
- 6.12 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 6.13 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 6.14 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.
- 6.15 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.16 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.
- 6.17 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 ethics during procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

AGREEMENT AND CONDITIONS OF CONTRACT

between

**THE UNIVERSITY OF NAIROBI
(EMPLOYER)**

and

(CONTRACTOR)

for the

PROPOSED RE-ROOFING WORKS AT STELLA AWINJA HOSTEL, UON

FORM OF AGREEMENT

THIS AGREEMENT MADE THE

..... DAY OF 2016

BETWEEN

THE UNIVERSITY (EMPLOYER), of P.O. Box 30197 00100 Nairobi on the one part

and

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

(CONTRACTOR) of P.O. Box of the other part.

Whereas the EMPLOYER is desirous that the Contractor executes to completion the **Proposed Re-roofing Works at Stella Awinja Hostel, Uon**, and remedying any defects of therein for the Contract Price of

Ksh

In words:

Completion Time of

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 In this agreement, words and expressions shall have the same meaning 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.

Form of Agreement
Letter of Acceptance
Form of Tender
Appendix to Conditions of Contract
Conditions of Contract

----- vi. Specifications -----

- vii. Priced Bills of Quantities
 - viii. Any other documents listed forming part of the contract
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the contract.
 4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESSETH 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

C Name _____

Address _____

Signature _____

D Name _____

Address _____

Signature _____

CONDITIONS OF CONTRACT

NOTES

- A** Following is a full reproduction of the Government of Kenya Conditions of Contract for Building Works as issued by the Ministry of Finance and Planning (2002). This is for the Contractors full information.
- B** Amendments to the Contract Conditions for the purpose of customizing them to the project aforesaid are given in the Appendix to the Conditions and in the Preliminaries Section where the Contractor had liberty to price for any cost implications arising from particular clauses or amendments thereto.
- C** This is a "FIXED PRICE" contract. The price and rates as tendered and / or entered into this contract shall hold for the entire period of the contract including any extended time and on all variations to the contract unless changed in accordance with this contract.

CONDITIONS OF CONTRACT

A Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Employer", or the **"Procuring entity"** as defined in the Public Procurement Regulations (i.e. Central or Local Government administration, Universities, Public Institutions and Corporations, etc) is

the party who employs the Contractor to carry out the Works.

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

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

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

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

“Project Manager” is the person named in the Appendix to Conditions of Contract. The Project Manager may delegate some of his powers to others to supervise the Contract on his behalf after notifying the Contractor. The person(s) or firm(s) having the delegated authority must be competent for supervising the execution of the Works and administering the Contract as delegated 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.

A. Project Manager's Decisions

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

B. Delegation

- 5.1 The Project Manager may delegate any of his duties and

responsibilities to others after notifying the Contractor.

6 Communications

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

7 Subcontracting

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

8 Other Contractors

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

9 Personnel

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

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

10 Works

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

11 Safety and Temporary Works

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

12. Discoveries

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

13. Work Program

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

The Contractor shall submit to the Project Manager for approval an updated program at intervals no longer than the period stated in the Appendix to Conditions of Contract. If the Contractor does not submit an updated program within this period, the Project Manager may withhold the amount stated in the said Appendix from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted. The

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

14. Possession of Site

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

15. Access to Site

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

16. Instructions

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

17. Extension or Acceleration of Completion Date

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

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

18. Management Meetings

- 18.1 A Contract management meeting shall be held monthly and attended by the Project Manager and the Contractor. Its business shall be to review the plans for the remaining Work and to deal with matters

raised in accordance with the early warning procedure. The Project Manager shall record the minutes of management meetings and provide copies of the same to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

19. Early Warning

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

20. Defects

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

21. Bills Of Quantities

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

22. Variations

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

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

23. Payment Certificates, Currency of Payments and Advance Payments

- 23.1 The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.
- 23.2 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed, materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.
- 23.3 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 45 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 an 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 liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.
- c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

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

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

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

X¹ = 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%.

X¹¹ = the amount of the previous cumulative payments as a percentage of the original amount of the

Contract. This figure will be below 80%but not less than 20%.

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

24. Compensation Events

24.1 The following issues shall constitute Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.
- (b) The Employer modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site investigation reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The effects on the Contractor of any of the Employer's risks.
- (j) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (k) Other compensation events described in the Contract or determined by the Project Manager shall apply.

- 24.2 If a compensation event would cause additional cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 24.3 As soon as information demonstrating the effect of each compensation event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.
- 24.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having co-operated with the Project Manager.
- 24.5 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Appendix to Conditions of Contract.
- 24.6 The Contractor shall give written notice to the Project Manager of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter. Provided always that should the event giving rise to the claim of continuing effect, the Contractor shall submit an interim claim within the said thirty days and a final claim within thirty days of the end of the event giving rise to the claim.

25. Price Adjustment

- 25.1 The Project Manager shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.
- 25.2 The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provisions in the Contract Bills of Quantities or Specifications) for permanent incorporation in the Works. Unless otherwise stated in the Contract, if at any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Project Manager shall assess the net difference in the cost of such materials. Any amount from time to time

so assessed shall be added to or deducted from the Contract Price, as the case may be.

- 25.3 Unless otherwise stated in the Contract, the Contract Price shall be deemed to have been calculated in the manner set out below and in sub-clauses 25.4 and 25.5 and shall be subject to adjustment in the events specified thereunder;
- (i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
 - (ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.
 - (iii) No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.
- 25.4 The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the basic prices of materials to be permanently incorporated in the Works as determined by the J.B.C. and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
- 25.5 Upon the J.B.C. determining that any of the said basic prices are increased or decreased then the Contract Price shall be increased or decreased by the amount to be assessed by the Project Manager based upon the difference between the price set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of the relevant materials which have not been taken into account in arriving at the amount of any interim certificate under clause 23 of

these Conditions issued before the date of publication of such increase or decrease.

- 25.6 No adjustment shall be made in respect of changes in basic prices of materials which occur after the date for Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.
- 25.7 The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of any materials included in the schedule of basic rates.

26. Retention

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

27. Liquidated Damages

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

28. Securities

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

29. Dayworks

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

30. Liability and Insurance

- 30.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer's risks:
- (a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to;
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
 - (ii) negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.
- 30.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer's risk except loss or damage due to;
- (a) a defect which existed on or before the Completion Date.
 - (b) an event occurring before the Completion Date, which was not itself the Employer's risk
 - (c) the activities of the Contractor on the Site after the Completion Date.

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

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

- (a) loss of or damage to the Works, Plant, and Materials;
 - (b) loss of or damage to Equipment;
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and
 - (d) personal injury or death.
- 30.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.
- 30.5 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 30.6 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

31. Completion and taking over

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

32. Final Account

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

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

33. Termination

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

34. Payment Upon Termination

- 34.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the Work done and materials ordered and delivered to Site up to the date of the issue of the certificate. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor.
- 34.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works.
- 34.3 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on the Site, plant, equipment and temporary works.
- 34.4 The Contractor shall, during the execution or after the completion of the Works under this clause remove from the Site as and when required, within such reasonable time as the Project Manager may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to or hired by him, and in default the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

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

35. Release from Performance

- 35.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop Work

as quickly as possible after receiving this certificate and shall be paid for all Work carried out before receiving it.

36. Corrupt gifts and payments of commission

The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Employer.
- (b) Enter into this or any other contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

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

37. Settlement Of Disputes

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

- 37.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.
- 37.3 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 37.4 Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 37.5 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:
- 37.5.1 The appointment of a replacement Project Manager upon the said person ceasing to act.
- 37.5.2 Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
- 37.5.3 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- 37.5.4 Any dispute or difference arising in respect of war risks or war damage.
- 37.6 All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.
- 37.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 37.8 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion,

decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

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

APPENDIX TO CONDITIONS OF CONTRACT

The EMPLOYER is:-

**UNIVERSITY OF NAIROBI
P. O. BOX 43844 – 00100
NAIROBI**

The PROJECT MANAGER is:-

**The Construction and Maintenance Manager
University of Nairobi
P. O. BOX 30197 - 00100
NAIROBI**

The name (and identification number) of the Contract **Proposed re-roofing works at Stella Awinja Hostel, uon**

The Works comprises **demolitions and new works as per the specifications in the BQ**. The Start Date shall be **STATED IN THE LETTER OF ACCEPTANCE**

The Intended Completion Date for the whole of the Works shall be **AS STATED IN THE LETTER OF ACCEPTANCE**

The following documents also form part of the Contract: **PROGRAMME OF WORKS WHICH MUST BE APPROVED BY THE PROJECT MANAGER**.

The Site Possession Date shall be **AS STATED IN THE LETTER OF ACCEPTANCE**

The Site is located at **Stella Awinja Hostel, along Mamlaka Road, main Campus**.

The Defects Liability period is 180 **DAYS AFTER DATE OF PRACTICAL COMPLETION** days.

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

The minimum insurance covers shall be;

1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is **10% OF CONTRACT SUM**
2. The minimum cover for loss or damage to Equipment is **KSHS. 10% OF CONTRACT SUM**
3. The minimum for insurance of other property is **KSHS. 10% OF CONTRACT SUM**
4. The minimum cover for personal injury or death insurance

PROPOSED RE-ROOFING WORKS AT STELLA AWINJA HOSTEL, UON

SPECIAL NOTES

1. The Contractor is required to check the number of the pages and should any be found missing or in duplicate or the figures or writing indistinct, they must inform the Project Manager (Manager, Construction and Maintenance Dept) at once and have the same rectified. Should the Contractor be in doubt about the precise meaning of any item, word or figure, for any reason whatsoever, or observe any apparent omission of words or figures they must inform the Project Manager in order that the correct meaning may be decided upon before the date for the submission of the Tender.
2. No liability whatever will be admitted nor claim allowed in respect of errors in the Contractor's Tender due to mistakes in the Bills of Quantities which should have been rectified in the manner described above.
3. Any doubt or obscurity as to the meaning or intention of any part of the tender documents, or any question arising, shall be taken up in writing, before submission of the tender so that the same can be clarified.
4. The Contractor shall not alter or otherwise qualify the text of these Bills of Quantities. Any alteration or qualification made without authority will be ignored and the text of the Bills of Quantities as printed will be adhered to.
5. The Contractor shall be deemed to have made allowance in their prices generally to cover items of Preliminaries or additions to Prime Cost Sums or other items, if these have not been priced against the respective items.
6. All items of measured work shall be priced in detail and tenders containing lump sums to cover trades or groups of work must be broken down to show prices for each item before they will be accepted. Lump sums to cover items of Preliminaries shall likewise be broken down if so required.
7. In no case will any expenses incurred by Contractors in preparation of this Tender be reimbursed.
8. The copyright of these Bills of Quantities is vested in the Quantity Surveyors and no part thereof may be reproduced without their express permission given in writing.
9. The Contractor is solely responsible for the accurate ordering of materials in accordance with the Drawings and Architect's instructions and no claims for any loss or expense will be entertained for orders for materials based upon the Bills of Quantities.
10. The Bills of Quantities must be priced in Kenya currency, i.e. Shillings and Cents.
11. The tender documents must be priced in ink.
12. **All tenderers are required to visit the site and ascertain the scope of works prior to submitting their tender**

ITEM	DESCRIPTION	AMOUNT
A	<p style="text-align: center;">SUFICIENCY OF TENDER</p> <p>"B.S." Shall mean The current British Standard specification published by the British Standards Institution, 2, Park Street, London, W.L, England</p> <p>"Kg" Shall mean Kilograms</p> <p>"No." Shall mean Number</p> <p>"MM." Shall mean Millimetres</p> <p>"LM." Shall mean Linear metres</p> <p>"SM." Shall mean Square metres</p> <p>"CM." Shall mean Cubic metres</p> <p>"M.S." Shall mean Measured Separately</p> <p>"B.s.m." Shall mean Both sides Measured</p> <p>"P.C." Shall mean Prime Cost</p> <p>75"mm to 150mm girth Shall mean Exceeding 75mm but not exceeding 150mm girth, and all items described in this manner shall be similarly construed</p> <p>"A small Pipe" Shall mean any pipe not exceeding 50mm but not exceeding 100mm diameter Internal.diameter Internal.</p> <p>"A large Pipe" Shall mean any pipe exceeding 50mm but not exceeding 100mm diameter Internal.</p> <p>"An extra large Pipe" Shall mean any pipe exceeding 100mm diameter Internal.</p> <p>"Ditto" Shall mean the whole of the preceding description except as qualified in the section in which it occurs. Where it occurs in brackets it shall mean the whole of the preceding description which is contained in the appropriate brackets.</p>	
	Carried to Summary	

ITEM	DESCRIPTION	AMOUNT
<p>A</p>	<p>Samples</p> <p>The Contractor shall furnish at the earliest possible opportunity before the relevant section of the work commences and at his cost, any samples of materials or workmanship that may be called for by the Project Manager for his approval and any further samples in the case of rejection until they are approved. Such samples, when approved; shall be the minimum standard for the work to which they apply.</p>	
<p>B</p>	<p>The Contractor shall set out the works in accordance with the dimensions and levels shown on the drawings and shall be responsible for the correctness of all dimensions and levels so set out by him and will be required to amend all errors arising from inaccurate setting out at his own cost and expense. In the event of any error or discrepancy in the dimensions or levels marked on the drawings being discovered, such errors or discrepancies must be reported by the Contractor to the Project Manager for his immediate attention.</p> <p>Before any work is commenced by Sub-contractors or specialist firms, dimensions must be checked on the site and agreed with the Contractor, irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.</p>	
<p>C</p>	<p>TRANSPORT TO AND FROM THE SITE</p> <p>The Contractor shall include in his prices for the transport of materials, workmen etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the Authorities.</p> <p>The Contractor shall include in his prices for the transport of materials, workmen etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the Authorities.</p>	
<p>D</p>	<p>PUBLIC AND PRIVATE ROADS, PAVEMENTS, ETC</p> <p>The Contractor will be required to make good at his own expense any damage he may cause to the present road surfaces and pavements during the period of the Works, in particular existing lawns, gardens, paths, storm water channels, hedges, fences, etc., which may be destroyed or damaged during the progress of the works are to be made good by the Contractor to the satisfaction of the Project Manager.</p>	
<p>E</p>	<p>SECURITY OF WORKS</p> <p>The Contractor shall be entirely responsible for the security of all the works, stores, materials, plant, personnel, etc., both his own and Sub-contractor's and shall provide all necessary watching, lighting and other precautions as necessary to ensure the security and the protection of the public.</p>	
	<p>Carried to Summary</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p>TEMPORARY LIGHTING AND POWER</p> <p>The Contractor shall, if so required, arrange with the Power and Lighting Authority for a metered supply to the Site and shall pay all the charges for the same and for current consumed during the period of the Works.</p>	
B	<p>WATER FOR THE WORKS</p> <p>The Contractor shall provide at his own cost all the water for use in the works including that used by Nominated Sub-contractors. He shall arrange with Local Authorities for a metered supply and shall pay all charges for the same and for water used during the period of the Works and shall also provide temporary piping and storage tanks as necessary and clear away on completion</p>	
C	<p>TELEPHONE</p> <p>The Contractor shall arrange for, provide and maintain a telephone connection to the site from the commencement to the completion of the Contract and shall pay all charges in connection therewith including local calls made by the Consultants</p>	
D	<p>TEMPORARY BUILDINGS</p> <p>The Contractor shall provide for storage accommodation for all goods and materials liable to suffer damage from exposure to sunlight or inclement weather.</p> <p>The Contractor shall provide offices, mess rooms and all other buildings required by the Contractor for his own use and the use of Nominated Sub-contractor as required by the items of attendance.</p> <p>The Contractor shall provide a properly ventilated lockable office for the Consultants having a minimum floor area of 14 square metres with a concrete or timber floor and glazed windows and equipped with a 1600mm x 760mm desk with lockable drawers and ten chairs. Provision shall be made for artificial lighting and cleaning facilities for the duration of the works. Upon completion the offices are to be removed and cleared away</p>	
E	<p>SANITATION OF THE WORKS</p> <p>The sanitation of the Works shall be provided, maintained and removed on completion by the Contractor to the satisfaction of the Project Manager and Local Authorities.</p> <p>The latrines shall be enclosed with framing and corrugated sheet steel roofs, sides and partitions with concrete floors steel trowelled smooth to falls to facilitate washing. Their location shall be agreed with the Project Manager and the Works shall not be commenced before the sanitary accommodation has been approved by the above mentioned Authorities, The Contractor may pay additional charges on this connection.</p>	
	Carried to Summary	

ITEM	DESCRIPTION	AMOUNT
<p>A</p> <p>B</p> <p>C</p> <p>E</p>	<p>The Contractor will be required to pay all conservancy charges and shall ensure clean daily maintenance and disinfecting of the latrines, and not less than once per week, the whole area shall be sprayed with disinfectant and insecticide and on completion of the Works, the latrines and any temporary drains shall be removed and all works and surfaces disturbed made good and the whole area disinfected and left clean and free from pollution to the satisfaction of the Project Manager and Local Authorities</p> <p>SIGN BOARD The Contractor shall provide and erect where directed and maintain during the whole period of building operations and remove at completion, one approved temporary sign board to the Project Manager's standard design and giving a brief description of the Works and showing the names of the Employer, Project Manager, Quantity Surveyor, Civil and Structural Engineer, Electrical Engineer and Contractor with sufficient space to append the names of Nominated Sub-contractors and Suppliers when known. The lettering concerning the Project Manager, quantity Surveyor and Engineer is to be not more than 2" high.</p> <p>MATERIALS, TOOLS, PLANT & SCAFFOLDING All materials and workmanship used in the execution of the Works shall be of the best quality and description unless otherwise described. Any materials for the Works condemned by the Project Manager shall immediately be removed from the Site at the Contractor's expense. The Contractor shall be responsible for the provision of all , scaffolding, tools, plant, transport and workmen required for the works except insofar as may be stated otherwise herein and shall allow for the provision of the foregoing except for such items specifically and only required for the use of Nominated Sub-con tractors as described herein. No timber used for scaffolding, form work or similar purpose shall be used afterwards inthe permanent work.</p> <p>All such plant, tools and scaffolding shall comply with all regulations whether general or local in force throughout the period of the Contract ad shall be altered or adapted during the Contract as may be necessary to comply with amendments in or additions to such regulations</p> <p>SUPERVISION The said works shall be executed under the direction and to the entire satisfaction of theProject Manager, who shall at all times have access to the works and to the yards and workshops of the Contractor or other places where wok is being prepared for the building. No work shall be carried out at night or on gazetted holidays unless authorised.</p>	
	Carried to Summary	

ITEM	DESCRIPTION	AMOUNT
<p>D</p> <p>E</p> <p>F</p> <p>G</p>	<p>INTERRUPTION OF WORK The Contractor is to allow herein for all costs incurred by the interruption of work owing to public parades, processions and the like</p> <p>OVERTIME The Contractor shall be responsible for any extra costs for overtime working he considers will be necessary in order to complete the work within the Contract period or time for completion apart from overtime working which may be authorised by the Project Manager. If overtime is worked in accordance with a written instruction issued by the Project Manager, the Contractor will be reimbursed in respect of such overtime to the extent only of the additional Nett Cost of unproductive time payable over and above the basic hourly rates as laid down by the Regulation of wages and conditions of Employment Act. Building and Construction Industry wages Council and excluding any bonuses, profits and overheads</p> <p>LABOUR No labour, with the exception of watchmen, may be housed on the Site and the Contractor shall allow for all transport and other charges in moving labour to and from site at such hours and by such routes as are permitted by the authorities. The contractor shall provide, erect and maintain satisfactory housing for the watchmen and shall remove the same on completion of the works. Unless the Project Manager otherwise agrees the Contractor is to recruit locally all his unskilled labour and as much as possible of his skilled labour,</p> <p>EXISTING PROPERTY The Contractor shall take every precaution to avoid damage to all existing property including roads, footpaths, vehicles, cables, drains and other services installed underground or overhead and shall allow for making good damage to such roads, footpaths, etc., caused by or attributable in any way to the execution of the Works including the transport of plant, materials or other things required for the Works, by either the contractor or any sub-contractor employed under the Contract and shall take out adequate insurance and indemnify the Employer against loss, liability, claim or proceedings in respect of any act or omission directly or indirectly contributing to or giving rise to any such damage as aforesaid including damage to persons or property.</p>	
	Carried to Summary	

ITEM	DESCRIPTION	AMOUNT
<p>A</p>	<p>PROTECTION OF WORK</p> <p>The Contractor shall allow for and provide and / or maintain during the execution of the Works all shoring, strutting, needling and other supports and shall take all other precautions and adopt such expédients as may be necessary to preserve the stability of all buildings, structures, fences, walls land and property, roads, and footpaths, sewers, drains, gullies and other services (including those of adjoining owners) that may in any way be affected by the work to be executed under the Contract immediately he has taken possession of the Site and until completion of Works. The Contractor shall hold the Employer completely indemnified against all or any claims from damage or losses accruing and for any settlement resulting from such shoring and strutting or lack thereof and the striking and removal of the same. Any damage and / or settlement that may be caused arising out of or directly indirectly consequent upon the aforesaid protective measures or the lack thereof or the carrying out of the Works is to be ma</p> <p>The Contractor shall cover up and protect all finished work liable to damage including provision of temporary roof, gutters, drains, etc., until the completion of the works. The entire responsibility in respect of all matters mentioned or referred to in this clause shall rest with the Contractor notwithstanding any approval given by the Project Manager to, or concurrence, in, the action taken or proposed to be taken by the Contractor, in pursuance of his obligations.</p> <p>PREVENTION OF NUISANCE</p> <p>The works and such sections of the Site necessary therefore, shall be under the entire care and control of the Contractor during the whole period of the Contract and he shall take all possible precautions to prevent any nuisance, inconvenience or injury to the holder or occupiers of existing or surrounding properties and to the general public, and shall at all times keep all paths and roads affected by the Works in a safe and clear state, and shall use proper precautions to ensure the safety of all wheeled traffic and pedestrians</p> <p>C</p> <p>VISITORS TO SITE</p> <p>The contractor is required to control all visitors to the Site and keep out unauthorised visitors and to provide a visitors book and ensure that all authorised visitors sign therein.</p>	
	<p>Carried to Summary</p>	

ITEM	DESCRIPTION	AMOUNT
<p>A</p> <p>(i)</p> <p>(ii)</p> <p>(iii)</p>	<p>PRIME COST (P.C.) ITEMS</p> <p>the words 'Prime Cost" (or the initials P.C.¹ wherever appearing in the Contract</p> <p>Documents shall mean net cost exclusive of the any trade, cash or other discount whatsoever but inclusive of the cost of packing, carriage and delivery. Such cost shall be the sums due to the Sub-contractor or Supplier adjustment where applicable in respect of measurements or rates</p> <p>Any increase or decreases on these Prime Cost sums resulting from the adjustments and properly paid by the Contractor shall be added to or deducted from the Contract sum in the final account. In substantiation the contractor will be required to produce to the Quantity Surveyor all quotations, invoices and receipted accounts as shall be necessary to show the details of the sums actually paid</p> <p>Any sum added by the Contractor in these Bills of Quantities in respect of profit upon any Prime Cost will be deducted at the final settlement of accounts and a sum will be added the amount of which will bear same proportion to the sum added as the net amount properly expended bears to the original P.C. Sum</p> <p>B REMOVAL OF PLANT, RUBBISH, ETC.</p> <p>The Contractor shall, upon completion of the Works, remove and clear away all temporary buildings, plant, rubbish and unused material, and shall leave the whole site and the works in a clean and tidy state to the satisfaction of the Project Manager. He shall also remove all rubbish and dirt from the Site at weekly intervals or as directed by the Project Manager.</p> <p>Particular care shall be taken in leaving windows clean and the removal of all paint and cement stains therefrom.</p> <p>C. HOARDING</p> <p>The Contractor shall erect of hoarding all round the site constructed with galvanised corrugated sheeting on timber posts with rails where directed by the Project Manager. The hording shall be a minimum of 3 metres high painted on one side to approval. After completion of the works the contractor shall dismantle and remove from site.</p>	
	<p>Carried to Summary</p>	

ITEM	DESCRIPTION	AMOUNT
<p>A</p>	<p>FAIR WAGES</p> <p>favourable than the minimum rates of remuneration and minimum conditions of employment applicable in (he district in which the work is carried out. The relevant notice must be posted</p> <p>The Contractor is to comply with the Regulation of Wages and Conditions of employment Act, Building and Construction Industry wages Council and is to be responsible for compliance by Sub-con tractors employed in the execution of the Contract. If required he is to notify the Project Manager of the names and addresses of all such Sub-contractors. Any Contractor or Sub-contractor not so complying will not be permitted to tender for other work for such period as the Project Manager may determine. Should a claim be made to the Project Manager alleging the Contractor's default in payment of Fair Wages of any workmen employed on the Contract and if proof thereof satisfactory to the Project Manager is furnished by the Labour Department the Project Manager may, failing payment by the Contractor, pay the Claim out of any monies due or which may become due fo the contractor under this Contract.</p> <p>The Contractor to furnish to the Project Manager if called upon to do so such particulars of the rates of wages, hours and conditions of labour referred above as the Project Managers may direct</p>	
<p>B</p>	<p>CONCRETE TESTS</p> <p>Note: The contractor must allow in his rates all costs in connection with making of the cubes, curing, transport, crushing by local Authority and obtaining the Test Certificate.</p>	
<p>C</p>	<p>TRAINING LEVY</p> <p>The Contractor's attention is drawn to legal Notice No. 237 of October, 1971, which requires payments by the Contractor of a Training Levy on all Contracts of more than Shs. 50,000.00 in value and the Contractor should allow in the Preliminaries of this Contract for all costs arising or resulting therefrom.</p>	
<p>D</p>	<p>INDUSTRIAL TRAINING LEVY</p> <p>All prices should be inclusive of industrial Training levy as per the relevant government requirements for the purposes of this contract</p>	
<p>E</p>	<p>V.A.T.</p> <p>All the prices should be inclusive of value added tax, as per the relevant government requirement for the purposes of this contract.</p>	
	<p>Carried to Summary</p>	

Item	Description	Amount ksh
	SUMMARY	
A	Total carried from page 1	
B	Total carried from page 2	
C	Total carried from page 3	
D	Total carried from page 4	
E	Total carried from page 5	
F	Total carried from page 6	
G	Total carried from page 7	
H	Total carried from page 8	
	TOTAL FOR PRELIMINARIES CARRIED TO MAIN SUMMARY PAGE	

PROPOSED RE-ROOFING WORKS AT STELLA AWINJA HOSTEL, UON

Item	Description	Unit	Qty	Rate	Amount ksh
	DEMOLITIONS (All Provisional)				
A	Carefully remove existing 30 gauge g.c.i. sheets and store as directed for future use (approx. 581 sm)	Item			
B	Remove carefully metal flashings nailed on masonry wall and store as directed (approx. 194 LM)	Item			
C	Remove carefully 150x50mm timber rafters and store as directed fore future use.(approx. 289 LM)	Item			
D	Remove carefully 75x50mm purlins and store as directed for future use (approx. 200 LM)	Item			
E	Carefully strip off and remove existing water proofing membrane on roof, load and cart away (400 SM)	SM	400		
F	Ditto 0.3x0.3x0.4x60 metres long gutter	LM	60		
G	Hack out existing screed on roof surface and allow for necessary repairs on roof surface in readiness to receive new screed (m/s)	SM	400		
H	Ditto 0.3x0.3x0.4x60 metres long gutter	LM	60		
J	Allow for cutting through 200mm thick stone wall to create holes to direct rain water to downpipes outlet and make good. (8no.)	Item			
K	Replace damaged 200x25mm timber fascia board	LM	20		
	RAIN WATER GOODS				
L	22g G.m.s metal sheeting in 250x250x300mm prepainted Box gutter with welded joints and fixing using 50x25x4mm RHS brackets at 1000mm c/c	LM	20		
M	22 gauge, G.m.s.150 x 150mm g.m.s. rain water down pipes with and including fixing brackets at 900mm centres	LM	120		
N	Extra over 150 x 150mm down pipes for hopper to collect rain water at top	NO	8		
O	Ditto 150 x 150mm down pipes for chute to direct rain water to hopper	NO	8		
P	Ditto for gratings	NO	8		
Q	Ditto for bends.	NO	16		
R	Ditto for shoes.	NO	8		
S	<u>Prepare touch up primer and apply two undercoats and one finishing coat gloss enamel paint to metal surfaces</u>				
T	Down pipe	LM	120		
U	200x25mm fascia board	LM	20		
	TOTAL CARRIED TO SUMMARY PAGE				

Item	Description	Unit	QTY	Rate	Amount ksh
	ROOF REPAIRS				
	Cut, chase wall to fix ends of water proofing membrane and make good	LM	150		
A	100mm wide cement/sand (1:4) angle fillet	LM	150		
	Light weight cement and sand (1:4) roof screed on existing concrete to:				
B	40 mm screed; laid to falls and crossfalls on flat and sloping surfaces. Falls to direct rain water towards down pipes without water pooling on the roof.	SM	400		
C	Ditto 0.3x0.3x0.3x0.4x60 metres long gutter	LM	60		
	Supply and lay 5 mm thick APP rubber membrane with mineral granules finish or equal and approved waterproofing material including adhesives, sealants and welt laps on prepared concrete surfaces (Contractor to provide 10 years guarantee) to:				
D	APP bituminous membrane (Sirrah PGR 5kg/sm as per Ital Build Imports) to flat and sloping surfaces	SM	400		
	Bituminous primer , as per Ital Build Imports)	SM	400		
E	Allow for dressing around 450x350 mm stone piers on roof. Dressing to be 300mm high.	No	82		
F	Allow for dressing around the 150mm diameter fulboras on roof	No	8		
G	Ditto but around 100 mm diameter vent pipes	No	9		
H	Allow for expansion joint treatment	Item			
J	Repair treat and fix back carefully 150x50mm timber rafters and 75x50mm purlins which was removed and stored for future use	Item			
K	Allow for damaged 150x50mm Rafter		100		
L	Allow for damaged 75x50mm Purlins		100		
M	Fix back Carefully removed g.c.i. sheets and stored for future use (581sm)	Sum			
N	Allow for replacing damaged 30gauge prepainted gci sheets to match the existing.	SM	60		
O	Allow for filling in nails holes to the gci sheets with an approved sealant	SM	581		
P	Fix back carefully metal flashings nailed on masonry wall as directed	Item			
Q	Allow for making good all disturbed surfaces	Item			
	TOTAL CARRIED TO SUMMARY PAGE				

Item	Description	Unit	Qty	Rate	Amount ksh
	SUMMARY				
A	Total carried from page 1				
B	Total carried from page 2				
TOTAL BUILDERS WORK CARRIED TO MAIN SUMMARY PAGE					

PROPOSED RE-ROOFING WORKS AT STELLA AWINJA HOSTEL, UON

ITEM	DESCRIPTION	AMOUNT
	<u>MAIN SUMMARY</u>	
1	PRELIMINARIES	
2	BUILDERS WORKS	
3	CONTINGENCY SUM - Kenya shillings Two Hundred and Fifty Thousand only	
	GRAND TOTAL (INCLUSIVE OF VAT) CARRIED TO FORM OF TENDER	

TENDER AMOUNT: Kenya shillings

.....

TENDERER SIGNATURE.....

DATE:;.....

NAME/ADDRESS

.....

WITNESS SIGNATURE.....

DATE:;.....

NAME/ADDRESS

.....

.....

SECTION VII - BILL OF QUANTITIES

Notes for preparing Bills of Quantities

- 1.0 The objectives of the Bills of Quantities are;
- (a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and
 - (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

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

- 2.0 The Bills of Quantities should be divided generally into the following sections:

(a) Preliminaries.

The preliminaries should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bill of Quantities and which are to be used for the measurement of any part of the Works. The number of preliminary items to be priced by the tenderer should be limited to tangible items such as site office and other temporary works, otherwise items such as security for the Works which are primarily part of the Contractor's obligations should be included in the Contractor's rates

(b) Work Items

The items in the Bills of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities.

- (i) Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage or waste. Quantities should be rounded up or down where appropriate.

- (ii) The following units of measurement and abbreviations are recommended for use.

<i>Unit</i>	<i>Abbreviation</i>	<i>Unit</i>	<i>Abbreviation</i>
cubic meter	m ³ or cu m	millimeter	mm
hectare	ha	month	mon
hour	h	number	nr
kilogram	kg	square meter	m ² or sq m
lump sum	sum	square millimeter	mm ² or sq mm
meter	m	week	wk
metric ton (1,000 kg)	t		

- (iii) The commencing surface should be identified in the description of each item for Work involving excavation, boring or drilling, for which the

commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for Work involving excavation for which the excavated surface is not also the final surface. The depths of Work should be measured from the commencing surface to the excavated surface, as defined.

(c) Daywork Schedule

- (i) A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Employer of the realism of rates quoted by the tenderers, the Daywork Schedule should normally comprise:
- (ii) a list of the various classes of labour, and materials for which basic Day work rates or prices are to be inserted by the tenderer, together with a statement of the conditions under which the Contractor will be paid for Work executed on a Day work basis; and a percentage to be entered by the tenderer against each basic Day work Subtotal amount for labour, materials and plant representing the Contractor's profit, overheads, supervision and other charges.

(c) Provisional Quantities and Sums

Provision for quantity contingencies in any particular item or class of Work with a high expectation of quantity overrun should be made by entering specific "Provisional Quantities" or "Provisional Items" in the Bill of Quantities, and *not* by increasing the quantities for that item or class of Work beyond those of the Work normally expected to be required. To the extent not covered above, a general provision for physical contingencies (quantity overruns) should be made by including a "Provisional Sum" in the Summary of the Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a

"Provisional Sum" in the Summary of the Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.

Provisional sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialised Works should be included as a section of the main Bills of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name (s) of the specialised firms he proposes to engage to carry out the specialized Works as his approved domestic sub-contractors. Only provisional sums to cover specialized Works by statutory authorities should be included in the Bills of Quantities.

(e) Summary

The Summary should contain a tabulation of the separate parts of the Bills of Quantities carried forward, with provisional sums for Daywork, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) Where applicable.

LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

To: _____ [date]
_____ [name of the Contractor]

_____ [address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____

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

Contract Price of Kshs. _____ [amount in figures][Kenya

Shillings _____ (amount in words)] in accordance with the

Instructions to Tenderers is hereby accepted.

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

Authorized Signature

Name and Title of Signatory

Attachment : Agreement

1. FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20____ between _____ of [or whose registered office is situated at] _____ (hereinafter called "the Employer") of the one part AND _____ of [or whose registered office is situated at] _____ (hereinafter called "the Contractor") of the other part. WHEREAS THE Employer is desirous that the Contractor executes _____ (name and identification number of Contract) (hereinafter called "the Works") located at _____ [Place/location of the Works] and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs _____ [Amount in figures], Kenya **Shillings** _____ [Amount in words].

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of

- (i) Name _____
 Address _____
 Signature _____
- Name _____
 Address _____
 Signature _____

5. 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 recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

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

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

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

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed 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 _____

6. BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer] _____ (Date)
_____ [address of Employer]

Gentlemen,

Ref: _____ [name of Contract]

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

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

We, _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs _____ [amount of Guarantee in figures] Kenya Shillings

_____ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

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

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until

_____ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

8. QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or 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 year of	Type of work performed and Contract Completion	Value of Contract
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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?)
_____	_____	_____	
_____	_____	_____	
(etc.)			

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.

2 Joint Ventures

- 2.4 The information listed in 1.1 – 1.10 above shall be provided for each partner of the joint venture.
- 2.5 The information required in 1.11 above shall be provided for the joint venture.
- 2.6 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
- 2.7 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.

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*)

7. 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:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
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:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details*</i>	<i>Shares</i>
1.
2.
3.
4.

Part 2(d) – Interest in the Firm:

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

I certify that the information given above is correct.

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

- Attach proof of citizenship

STATEMENT OF FOREIGN CURRENCY REQUIREMENTS

(See Clause 23] of the Conditions of Contract)

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

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

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

Currency in which foreign exchange element is required:

.....

Date: The Day of 20.....

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

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

(Signature of Tenderer)

DETAILS OF SUB-CONTRACTORS

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

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:

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

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

(2) Portion of Works to sublet:

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

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

[Signature of Tenderer)

Date

8. 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

9. EVALUATION CRITERIA

The University of Nairobi will consider the following three major categories of criteria for evaluating tenders and tenderers:

SUMMARY OF EVALUATION	REMARKS /SCORE
Mandatory Requirements	
Technical Capability Assessment	
TOTAL SCORE	

A: MANDATORY REQUIREMENTS

The tenderer must provide the following information and provide copies of documents to support the information given.

Criterion	Particulars Provided	Scores
The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.		
Certificate of Registration from National Treasury (Preference and Reservations)		
Incorporation/Registration certificate		
Business Permit		
Form of Tender -Duly completed and signed		
Confidential Business questionnaire -Duly completed and signed		
Tax Compliance Certificate PIN Certificate VAT Certificate		
Letter of references from at least 3 Clients Supplied with Similar Works		

C: CAPABILITY ASSESMENT

Criterion	Particulars Provided	Scores
Details of experience & past performance with works of similar nature.		
Years In Business		
Conformity to Technical Specifications <ul style="list-style-type: none">▪ Same▪ Alternative		
Relevant Experience With Other Public Organizations <ul style="list-style-type: none">▪ Universities▪ Others		
Maximum Value Of Business Indicated		
Nature of businesses related to the tender applied for		
Draft program of works		
Maximum score		

E: FINANCIAL CAPABILITY

As deduced from the bank statements

TECHNICAL EVALUATION COMMITTEE'S RECOMMENDATIONS

The evaluation of the tender and tenderer by Technical Evaluation Committee will be summarized as follows:

Major Area of Concern	Indicators from the Evaluation Exercise	Aggregated Scores
Responsiveness of Tender To University/Public Procurement Act Requirements		
Responsiveness of Tender to University's Technical Specifications		
Physical and Administrative Organization of Tenderer		
Technical Ability of Tenderer to Meet The Specific Performance Targets of The Tender		
Financial Ability of Tenderer To Meet The Production, Delivery and Payment Terms of the Tender		
TEC Decisions.	Recommended or Not Recommended	