



UNIVERSITY OF NAIROBI

PROCUREMENT OF WORKS

**TENDER CONSTRUCTION OF ELEVATED WATER TANK AT
KOITALEEL SAMOEI UNIVERSITY COLLEGE, MOSOROIT CAMPUS**

TENDER NO. KSUC/T/01/2019-2020

NOTICE DATE: TUESDAY DECEMBER 24, 2019

CLOSING DATE: TUESDAY JANUARY 14, 2020

All correspondence to:

PROCUREMENT MANAGER

P.O. BOX 30197 – 00100 GPO NAIROBI KENYA,

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SECTION –I INVITATION FOR TENDERS

NOTICE DATE: TUESDAY DECEMBER 24, 2019

TENDER NO: KSUC/T/01/2019 -2020

TENDER NAME: TENDER FOR CONSTRUCTION OF ELEVATED WATER TANK AT KOITALEEL SAMOEI UNIVERSITY COLLEGE, MOSORIOT CAMPUS.

The University of Nairobi on behalf of Koitaleel Samoei University invites sealed bids from eligible Candidates for Construction of Elevated Water Tank at Mosoriot 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 obtained by interested candidates upon payment of non- refundable fee of **Kshs.1000.00** at Barclays Bank A/C **03-094-8245531** Queensway House Branch and obtain an official receipt at **Income Section Room G4** OR download from <http://supplier.treasury.go.ke/procurement.uonbi.ac.ke> , www.ppoa.go.ke free of charge
3. Bidders who download the tender document **MUST** email their contact details and tender number to manager-procurement@uonbi.ac.ke
4. 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.
6. **Pre- Mandatory bid Meeting is on Friday January 03, 2020, Upper at Mosoriot Campus, 11.00am.**
5. The 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 **MOSORIOT CAMPUS, RECEPTION AREA, ADMINISTRATION BLOCK** or be addressed and posted to **KOITALEEL SAMOEI UNIVESITY COLLEGE, P.O Box 5, MOSORIOT- KENYA** so as to be received on or before **TUESDAY JANUARY 14, 2020 AT 10.30AM.**
8. Tenders will be opened immediately thereafter in the presence of the Candidates or their Representatives who choose to attend at **CONFERENCE HALL, MOSORIOT CAMPUS.**

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

MARY .M. KARIUKI

Ag. 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.
 - 1.3 (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.
- (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 tenderers 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 two works of a nature and complexity equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);
- c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;
- d) a Contract manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and

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

- 1.8. The figures for each of the partners of a joint venture shall be added together to determine the tenderers 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 tenderers 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 tenderers 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 tenderers 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 tenderers 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 one hundred and twenty (120) 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 Ksh. 150,000.00*

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 tenderers 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 opening of a tender 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 reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in tender evaluation.

5.9. 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.

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

6. Award of Contract

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

the provisions of clause 1.7 and 1.8.

- 6.2. Notwithstanding clause 6.1 above, the Employer reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.
- 6.3. The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum (hereinafter and in all Contract documents called the "Contract Price") that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. At the same time the other tenderers shall be informed that their tenders have not been successful. The contract shall be formed on the parties signing the contract.
- 6.4. The Agreement will incorporate all agreements between the Employer and the successful tenderer. Within 14 days of receipt the successful tenderer will sign the Agreement and return it to the Employer.
- 6.5. Within 21 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in the amount stipulated in the Appendix to Conditions of
- 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.

8. **Clarification of Documents**

A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than **seven (7) days prior to the deadline for the submission of tenders**, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

SECTION III CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.
- 2.2 If sectional completion is specified in the Appendix to Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date apply to any section of the Works (other than references to the Intended Completion Date for the whole of the Works).
- 2.3 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;
- (1) Agreement,
 - (2) Letter of Acceptance,
 - (3) Contractor's Tender,
 - (4) Appendix to Conditions of Contract,
 - (5) Conditions of Contract,
 - (6) Specifications,
 - (7) Drawings,
 - (8) Bill of Quantities,
 - (9) Any other documents listed in the Appendix to Conditions of Contract as forming part of the Contract.

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

3. Language and Law

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

4. Project Manager's Decisions

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

5. Delegation

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

6. Communications

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

7. Subcontracting

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

8. Other Contractors

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

9. Personnel

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

10. **Works**

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

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

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

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

16. Instructions

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. *Any variation of a contract shall only be considered after twelve months from the date of signing the contract*

23. Payment Certificates, Currency of Payments and Advance Payments

- 23.1. The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.
- 23.2. The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed, materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.
- 23.3. Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate. If the Employer makes a late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank

of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.

- 23.4. If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 23.5. Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 23.6. The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of any changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.
- 23.7. In the event that an advance payment is granted, the following shall apply: -
- a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.
 - b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly 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:

80 – 20

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%.

24. 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%.

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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 day beyond the date of issue of the Certificate of Completion.

29. Day works

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 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 are issuing a Certificate of Completion.

32. Final Account

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

33. Termination

33.1 The Employer or the Contractor may terminate the Contract if the other party causes

a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

- (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- (c) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate) of issue.
- (e) the Project Manager gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager; (f) the Contractor does not maintain a security, which is required.

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

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

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

34. Payment Upon Termination

34.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the Work done and materials ordered and delivered to Site up to the date of the issue of the certificate.

Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor.

- 34.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works.
- 34.3 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on the Site, plant, equipment and temporary works.
- 34.4 The Contractor shall, during the execution or after the completion of the Works under this clause remove from the Site as and when required, within such reasonable time as the Project Manager may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to or hired by him, and in default the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

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

35. Release from Performance

- 35.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside

the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop Work as quickly as possible after receiving this certificate and shall be paid for all Work carried out before receiving it.

36. Corrupt gifts and payments of commission

The Contractor shall not;

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

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

37. Settlement of Disputes

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

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

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

- 37.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.
- 37.3 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 37.4 Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 37.5 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:
- 37.5.1.1 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.
 - 37.5.2.1 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
 - 37.5.2.2 Any dispute or difference arising in respect of war risks or war damage.
- 37.6 All other matters shall only be referred to arbitration after the completion or alleged

completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.

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

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

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

SECTION IV – APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: **KOITALEEL SAMOEI UNIVERSITY COLLEGE (KSUC)**

Address: _____

Name of Authorised Representative: _____

Telephone: _____

Facsimile: _____

The Project Manager is: **UNIVERSITY OF NAIROBI: P. O BOX 30197, 00100 NAIROBI**

Name: _____

Address: _____

Telephone: _____

Facsimile:

The name (and identification number) of the Contract _____

The Works consist of _____

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

The Intended Completion Date for the whole of the Works shall be _____

The following documents also form part of the Contract: _____

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

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

The Site is located at **MOSORIOT CAMPUS, NANDI COUNTY** and is defined in drawings nos.

The Defects Liability period is **6 MONTHS**

Other Contractors, utilities etc., to be engaged by the Employer on the Site

Include those for the execution of ;

1. _____

2. _____

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 _____

2. The minimum cover for loss or damage to Equipment is _____
3. The minimum for insurance of other property is _____
4. The minimum cover for personal injury or death insurance
 - For the Contractor's employees is _____
 - And for other people is _____

The following events shall also be Compensation Events:

1. _____
2. _____

The period between Program updates is _____ days.

The amount to be withheld for late submission of an updated Program is _____

The proportion of payments retained is _____ percent.

The Price Adjustment Clause _____ (shall/shall not) apply

The liquidated damages for the whole of the Works is Kshs. _____ (per day)

The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price **4 PERCENT (%)**

The Completion Period for the Works is _____ [Weeks]

The rate of exchange for calculation of foreign currency payments is _____.

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

Advance Payment **SHALL NOT BE GRANTED.**

BILLS OF QUANTITIES (ELEVATED WATER TANK)

1. The Bills of Quantities form part of the contract documents and are to be read in conjunction with the contract drawings and general specifications of materials and works.
2. The prices quoted shall be deemed to include for all obligations under the sub-contract including but not limited to supply of materials, labour, delivery to site, storage on site, installation, testing, commissioning and all taxes(including **16% VAT**).
3. All prices omitted from any item, section or part of the Bills of Quantities shall be deemed to have been included to another item, section or part.
4. The brief description of the items given in the Bills of Quantities are for the purpose of establishing a standard to which the sub-contractor shall adhere to. Otherwise alternative brands of **equal** and **approved** quality will be accepted.
6. Should the sub-contractor install any material not specified here-in before receiving **approval** from the Project Manager, the sub-contractor shall remove the materials in question and, at their own cost, install the proper material.
7. The grand total of prices in the price summary page must be carried forward to the **Form of Tender**.For consideration and qualification, tenderers must submit, together with their tenders, a detailed list of such projects completed in the last 10 years.
8. Bidders are notified that these works are urgent. Bidders who offer to execute the works within a reasonable period shall qualify for the works.Bidders must give a detailed works program indicating their suppliers of major materials and how they intend to execute the works

ITEM No.		Shs. Cts.
	<p style="text-align: center;"><u>BILL NO. 1</u></p> <p style="text-align: center;"><u>PRELIMINARIES AND GENERAL CONDITIONS</u></p> <p>A. <u>NAMES OF PARTIES</u></p> <p>The following names will be inserted in the Articles of Agreement:</p> <p>The Employer University of Nairobi P.O. Box 30197 - 00100, Nairobi</p> <p>The Project Manager University of Nairobi P.O. Box 30197 - 00100 Nairobi.</p> <p>The Architect University of Nairobi P.O. Box 30197 - 00100 Nairobi.</p> <p>The Civil/ Structural Engineer University of Nairobi P.O. Box 30197 - 00100 Nairobi.</p> <p>The Services Engineers University of Nairobi P.O. Box 30197 - 00100 Nairobi.</p> <p>The Quantity Surveyor University of Nairobi P.O. Box 30197 - 00100 Nairobi.</p> <p>B. <u>DEFINITIONS OF TERMS</u></p> <p>The terms, phrases and abbreviations shall be deemed to have the following meanings wherever used hereinafter and in all Contract documents.</p> <p>Contractor' for this project shall mean _____, P.O. Box _____, and include his or their heirs, executors, administrators, assigns, successors and duly appointed representatives.</p> <p>Works' shall mean all or any portion of the work, materials and articles, wherever the same are being manufactured or prepared, which are to be used in the execution of this Sub-Contract and whether the same may be on the site or not.</p>	
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ITEM No.		Shs. Cts.
	<p>'Approved' shall mean approved by the Architect at his absolute discretion,</p> <p>'Directed' shall mean directed by the Architect at his absolute discretion.</p> <p>'Selected' shall mean selected by the Architect at his absolute discretion.</p> <p>'m3' shall mean cubic metre.</p> <p>'m2' shall mean square metre.</p> <p>'m' shall mean linear metre.</p> <p>'mm' shall mean linear millimetre.</p> <p>'Kg.' shall mean Kilogramme</p> <p>'No.' shall mean Number</p> <p>'Prs.' shall mean Pairs,</p> <p>B.S.' shall mean the current British Standard Specification published by the British Standards Institution, 2 Park Street, London, W.1., England.</p> <p>K.S.' shall mean the current Kenya Standard Specification published by the Kenya Bureau of Standards.</p> <p>As described' shall mean as described in the 'Descriptions of Materials and Workmanship' contained in the Appendices to these Bills of Quantities.</p> <p>As before' shall mean in all respects as earlier described in the same or a previous Bill.</p> <p>Do.' shall mean the whole of the preceding description except as qualified in the description in which it occurs. Where it occurs in descriptions of succeeding items it shall mean the same as in the first description of the series in which it occurs except as qualified in the description concerned. Where it occurs in brackets it shall mean the whole of the preceding description which is contained within the appropriate brackets.</p> <p>Fix Only' shall mean take delivery on site (unless otherwise stated), unload, where necessary transport within site compound, store, unpack, check contents against orders and packing lists, assemble as necessary, distribute to position, hoist and fix only.</p> <p><u>GROUPED SIZES</u></p> <p>A. Girths, depths or sizes grouped together in the Bills of Quantities item descriptions by means of hyphenated upper and lower limits shall be interpreted as 'exceeding' the lower limit and 'not exceeding' the upper limit.</p> <p><u>DESCRIPTION OF SITE</u></p> <p>B. The site of the proposed works is located at Koitaleel Samoei Mosoriot Campus, Nandi County, on Plot L.R No.</p> <p><u>CONTRACT PERIOD</u></p> <p>C. The contract period for the works shall be <u> </u> Weeks from the date of possession of site.</p>	

ITEM No.		Shs.	Cts.
	<p>The Contractor is recommended to visit the site and will be deemed to have satisfied himself with regard to the conditions of the site, the risk of injury to the property adjacent to the site, or to the occupiers of such property, the conditions under which the works will have to be carried out, the supply of and conditions affecting labour and the facilities for obtaining the articles or materials referred to in these Bills of Quantities. No claim by the Contractor for additional payment will be allowed on the ground of any misunderstanding or misapprehension in respect of any such matter or otherwise. Any damage caused to existing accesses and roads must be made good as directed by and to the approval of the Architect</p> <p><u>DESCRIPTION OF THE WORKS</u></p> <p>A. The works in this Contract are for construction of a raised steel water tank. The specific works include:</p> <ul style="list-style-type: none"> (i) Erection of the steel tower (ii) Construction of the Steel Water Tank (iii) Related Connections <p><u>ACCESS TO SITE</u></p> <p>B. Means of access to the site shall be agreed with the Architect prior to the commencement of work and the Contractor must allow here for all requirements for the transport of all materials, plant and the workmen necessary for the complete execution of the works, removing the same at completion and for making good and reinstating to the entire satisfaction of the Architect all works or services disturbed at the completion of the Contract. The Contractor must also ensure that existing city roads and pedestrian walkways are clean and make good all damage to the same to the satisfaction of the Architect and Local Authority.</p> <p><u>AREA TO BE OCCUPIED BY THE CONTRACTOR</u></p> <p>C. The areas to be occupied by the Contractor for use as storage or for the erection of workshops etc. shall be defined on the site by the Architect and the Contractor must confine his activities to the areas so marked and must ensure that his own workmen do not trespass on the adjoining property or cause inconvenience to its occupiers.</p>	Shs.	-

ITEM No.		Shs.	Cts.
A.	<p><u>EXISTING PROPERTY</u></p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services, and he will be held responsible for and shall make good all such damage arising at his own expense to the satisfaction of the Architect.</p> <p><u>WORKS, DRAWINGS ETC.</u></p> <p>B.</p> <p>(i) The Contractor shall at his own risk and cost execute and perform the works described in the Conditions of Contract, Specifications and Bills of Quantities, and detailed in the drawings provided and supplied to the Contractor for the purpose of the works and completely finish the said works in a good and workman like manner with the best materials and workmanship and with the utmost expedition.</p> <p>(ii) The Contractor will be deemed to have examined the drawings before tendering and to have satisfied himself regarding their details and regarding the nature and extent of the works and the methods of construction involved. No claims arising out of misapprehension in these respects will be allowed. Main drawings may be seen by appointment at the offices of the Architect during normal working hours.</p> <p>(iii) The Contractor shall satisfy himself as to correctness of all drawings and measurements. If the Contractor finds any discrepancy in the drawings or between the drawings and the Bills of Quantities he shall immediately refer the same to the Architect who will decide which shall be followed. Figured dimensions shall be taken in preference to the scale mentioned on or attached to any drawings. Details shown on drawings shall be taken in preference to items and quantities in the Bills of Quantities.</p> <p>(iv) Two copies of all drawings and of the Bills of Quantities will be furnished free of cost to the successful Contractor for his own use.</p> <p>The Architect will furnish to the Contractor for the use of the Contractor within a reasonable time after the receipt by him of a written request for the same, any details which, in the opinion of the Architect are necessary for the execution of any part of the work, such request to be made only within a reasonable time before it is necessary to execute such work in order to fulfil the Contract. One copy of the drawings, details and Bills of Quantities shall be kept on the works until the completion thereof and the Architect shall at all reasonable times have access to the same. All copies of drawings and details shall be returned by the Contractor on the completion of the Contract.</p> <p>On completion of the Contract works, the Contractor shall furnish to the Employer, through the Architect, one set of linen negatives and two sets of paper prints of 'as built' drawings, operating instructions and manuals for equipment as may be required.</p>	Shs.	-

ITEM No.		Shs.	Cts.
A.	<p><u>SHOP DRAWINGS</u></p> <p>The Contractor shall furnish at his own cost all shop drawings that may be called for by the Architect for his approval or rejection and any further shop drawings in the case of rejection until such shop drawings are approved by the Architect.</p>		
B.	<p><u>MAINTENANCE MANUALS</u></p> <p>At the start of the defects liability period, the Contractor shall hand over to the Engineer three full sets of maintenance and operations manuals for the plant and equipment as installed. These manuals shall be fully illustrated and written in English.</p>		
C.	<p><u>NOMINATED SUPPLIERS AND SUB-CONTRACTORS MATERIALS</u></p> <p>Nominated Sub Contract and Nominated Supply Agreements will be finalised as soon as possible after the Contract has been signed. The Contractor will be deemed to have taken account of this in his allowance for the provision of space for storage of Nominated Sub Contractors' materials and for the provision of storage facilities on or off site for Nominated Suppliers' materials until required.</p>		
D.	<p><u>VALUATION OF LUMP SUM PRELIMINARY COSTS</u></p> <p>Lump sums entered in these Bills of Quantities against any item of Preliminaries and General Conditions will be included in appropriate valuations according to reasonable assessment of actual costs involved in the item. Any balance between this assessment and the actual sum entered in the Bills of Quantities will be included in subsequent valuations as monthly instalments over the balance of the Contract Period.</p>		
E.	<p><u>PAYMENT FOR MATERIALS ON SITE</u></p> <p>All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected, unless specifically exempted by the Architect. This is to include the materials of the Contractor, Nominated Sub Contractors and Nominated Suppliers.</p>		
F.	<p><u>CONTRACT AGREEMENT AND CONDITIONS</u></p> <p>The Articles of Agreement and Conditions shall be the 'Agreement and Conditions of Contract for Building Works' printed in April, 1999, published by the Joint Building Council, Kenya with the sanction of the Architectural Association of Kenya and The Kenya Association of Building and Engineering Contractors. For the purpose of this Contract the said Schedule of Conditions and any such notes or amendments shall be read and construed together.</p>		
		Shs.	

ITEM No.		Shs.	Cts.
	<p>The clause headings of the Schedule of Conditions are set out hereunder but do not in any way affect or restrict the full meaning of the Conditions as printed nor exempt the Contractor from a detailed examination of them. Notes on and amendments to the printed Conditions are set out under the relevant clause headings and after proper examination the Contractor must allow hereunder or in his prices such sum or sums as he may consider necessary in respect of any or all of the clauses of the Conditions and of the said notes and amendments.</p> <p><u>Clause No.</u></p> <p>1 Definitions.</p> <p>2 Articles of Agreement.</p> <p>3 General obligations of the Employer.</p> <p>4 General obligations of the Contractor.</p> <p>5 General obligations of the Architect.</p> <p>6 General obligations of the Quantity Surveyor.</p> <p>7 Contract documents.</p> <p> Amendment: "The word Employer in clause 7.3 shall be deleted and replaced with the word Contractor. 'Clause 7.10.3 shall be re-numbered 7.10.4, clause 7.10.4 shall be re-numbered 7.10.5, and clause 7.10.5 shall be re-numbered 7.10.3.</p> <p>8 Contract Bills and Contract Price.</p> <p> Note: These Bills of Quantities shall be deemed to generally follow principles laid down in the Standard Method of Measurement of Building Works for the Republic of Kenya, Second Edition, metric, dated January, 1987, with the following exceptions:-</p> <p> Clauses D18(a) and (b) of the Standard Method of Measurement shall be deleted and the following wording substituted:- 'Keeping excavations free from all water including spring and running water shall be given as an item'.</p> <p> Clause D19 of the Standard Method of Measurement shall be deleted and the following wording substituted:- 'Planking and strutting to uphold the sides of excavations shall be given as an item'.</p> <p> Any unauthorised alteration or qualification made to the text of these Bills of Quantities will be ignored and may cause the tender to be disqualified.</p> <p style="text-align: right;">Shs.</p>		

ITEM No.		Shs.	Cts.
	<p>The Contractor will be deemed to have made allowance in his prices generally to cover items of Preliminaries, expenses in connection with P.C. Sums or other items, if these have not been priced against the respective items.</p> <p>Quantities given as 'Provisional' or 'All Provisional' in these Bills shall be held neither to gauge nor limit the amount or description of the work to be executed by the Contractor but the values thereof shall be deducted from the Contract Sum and the value of the work ordered by the Architect and executed thereunder shall be ascertained as provided by Clause 11 of the Conditions.</p> <p>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 the price of each item before they will be accepted, unless the work has been so measured. Lump sums to cover any items of Preliminaries shall also be broken down if so required.</p> <p>The preamble clauses or headings to any Bill, Element, Section or Sub-Section are to apply equally to all other Bills, Elements, Sections or Sub-Sections.</p> <p>The Bills of Quantities shall under no circumstances be used for the purpose of ordering materials .</p> <p>All payments made in connection with this Contract will be in Kenya Shillings.</p> <p>9 Contractors site agent and other staff</p> <p>Note: The Architect will require that the proposed site agent is properly qualified and experienced and reserves the right to order the dismissal from the works of any site agent who does not meet with his approval.</p> <p>10 Clerk of Works.</p> <p>11 Liability against injury to persons and property.</p> <p>12 Insurance against injury to persons and property.</p> <p><u>Note:</u> The Contractor shall allow for maintaining insurance cover to the value of Shillings Ten Million (Shs. 10,000,000/-) for any one accident or series of accidents arising out of any one event (unlimited in aggregate) and shall cause any Sub-Contractor to maintain proportionate cover to cover their respective liabilities in respect of injury or damage to property real or personal arising out of or in the course of or by reason of the carrying out of the works and caused by any negligence, omission or default of the Contractor, his servants or agents, or, as the case may be of such Sub-Contractor, his servants or agents.</p>		
		Shs.	

ITEM No.		Shs.	Cts
13	Insurance of the works (Contractor's liability).		
14	Insurance of the works (Employer liability). <u>Amendment:-</u> This clause will be deleted.		
15	Insurance of the works (works of Alterations etc.,) <u>Amendment:-</u> This clause will be deleted.		
16	Performance Bond Amendment:- Clause 16.2 will be deleted. Note: The Contractor must submit with his tender the name of one Surety who must be an established Bank, Insurance Company or Fidelity Guarantee Corporation, who will be willing to be bound to the Employer for an amount equal to ten per cent of the Contract Sum for the due performance of the Contract up to the date defined by Clause 16 of the Conditions and who will, when and if called upon, sign a Bond to that effect on the same day as the Contract Agreement is signed. In the event of the Surety named in the Form of Tender not being approved by the Employer, the Contractor shall furnish within seven days another Surety for the Employer's consideration.		
17	Compliance with regulation, notices etc. Note: The Contractor shall allow for paying all legally demandable fees, rates or taxes including V.A.T. (currently rated at 16%), and those for hoardings and temporary buildings, and no adjustment of the Contract Sum will be made in respect of such payments unless expressly stated to the contrary in these Bills of Quantities. The Contractor shall apply for, provide all transport necessary for, and pay all costs and charges in connection with the Occupation Certificate. Documentation required for such Certificate will be provided by the Architect. The Contractor shall apply for and obtain all necessary permits legally required prior to cutting down, if necessary and instructed by the Architect, any trees on the site.		
18	Programme of works.		
19	Access to the works.		
20	Possession of site and commencement of works.		
21	Levelling and setting out.		
22	Architect's instructions.		
23	Specification of goods, materials and workmanship. Note: All materials, goods and workmanship shall be strictly in accordance with these Bills of Quantities and the Contractor's prices must include for all expenses involved in carrying out the works strictly in accordance herewith.	Shs.	

ITEM No.		Shs.	Cts
	<p>Clause 23.3 shall only apply where the materials are available in the market at the time of tender but are subsequently withdrawn from the market at the time the contract is executed.</p> <p>Material of any kind obtained from excavations on the site shall remain the property of the Employer. Such material shall be dealt with as provided by the Contract but the Architect shall have the power to direct its use in the works if the Contract does not already so provide. When the Employer's property is permitted to be used in substitution for material which the Contractor would otherwise have furnished at his own cost he shall make due allowance therefore at a price to be agreed.</p> <p>24 Samples and tests. Note:- The Contractor shall allow for furnishing at his own cost any samples of materials or workmanship that may be called for by the Architect for his approval and any further samples in the case of rejection until such samples are approved by the Architect and the Architect may reject any materials or workmanship not in his opinion in accordance with the approved samples. The Architect shall make such tests of the samples or any materials as he may at his discretion deem desirable, but such tests shall be made at the expense of the Employer and not of the Contractor, unless the result causes the Architect to reject any samples or materials as not being in his opinion in accordance with the specified requirements, in which case the Contractor shall pay for such tests and the cost thereof shall be recovered from the Contractor by the Architect by deduction from the Contract Sum.</p> <p>25 Royalties and patent rights.</p> <p>26 Assignment .</p> <p>27 Subletting.</p> <p>28 Suspension of the works by the Architect.</p> <p>29 Suspension of the works by the Contractor.</p> <p>30 Variations Note:- The wording in Clause 30.14 is deleted in its entirety and substituted with the following:- 'All instructions issued by the Architect for additional work that will increase the contract sum shall be with the approval of the Employer'. The Contractor shall submit to the Architect claims for any work or circumstance on account of which he may consider that he is entitled to extra payment <u>within seven days</u> from the time of commencement of such work or occurrence of such circumstance. Any such claim must be in writing and accompanied by full particulars and must state under which provision of the Contract it is claimed that payment shall be made.</p>		
		Shs	-

ITEM No.		Shs.	Cts
	<p>All 'Provisional' and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measuring, the Contractor shall give notice to the Quantity Surveyor.</p> <p>If the Contractor makes default in these respects, he shall, if the Architect so directs, uncover the work to enable measurements to be taken and afterwards reinstate all at his own expense.</p> <p>31 Nominated Sub-Contractors.</p> <p>Note: The Contractor must enter into Sub-Contracts with the Nominated Sub-Contractors on the standard 'Agreement and Schedule of Conditions of Building Sub-Contract' form published by the Kenya Association of Building and Civil Engineering Contractors. He must incorporate therein conditions approved by the Architect and if he fails to do so must accept full responsibility for any omissions, delays, bad workmanship, claims or expenses arising from the absence of such Sub-Contract. The Sub-Contract must cover such matters as payments on account, retention sums, maintenance period, facilities, dates for completion of each portion of the works together with a liquidated and ascertained damages clause in the event of on-completion and indemnity of the Contractor against any claims arising out of the misuse by any such Sub-Contractor or his workmen of any scaffold erected or plant employed by the Contractor, or that may be made against the Contractor in consequence of any act, omission or default of the Sub-Contractor, his servants or agents, or in respect of injury to workmen employed by the Sub-Contractor.</p> <p>32 Nominated Suppliers.</p> <p>33 Works by other persons engaged by the Employer.</p> <p>34 Payments.</p> <p>Note: When applying for a certificate and to expedite its issue the contractor will be required to furnish the Quantity Surveyor with detailed approximate statement of the work executed and of all materials on site.</p> <p>35 Fluctuations.</p> <p>Note: Delete the whole of this clause. This is a fixed price Contract and the Contractor must allow in his tender for any increase in the cost of labour and/or materials for any reason whatsoever during the currency of the Contract. Fluctuations in respect of duties and VAT as defined in clause 35(1) and currency fluctuations in clause 35(2) for materials to be specifically authorized for importation for this project shall, however, be allowed and adjusted.</p>		
	Shs.		

ITEM No.		Shs.	Cts
36	Extension of time.		
37	Loss and expense caused by disturbance of regular progress of the works.		
38	Termination of the contract by the Employer.		
39	Termination of the contract by the Contractor.		
40	Termination of the contract by either party.		
41	Practical completion and defects liability. Note: If any defect be such that in the opinion of the Architect it shall be impracticable or inconvenient to remedy the same, he shall ascertain the diminution in the value of the works due to the existence of such defects and deduct the amount of such diminution from the sum remaining to be paid to the Contractor, or, failing such remainder, it shall be recoverable as a liquidated demand in money.		
42	Sectional completion.		
43	Damages for delay in completion.		
44	Antiquities and other objects of value.		
45	Settlement of disputes.		
<u>Appendix to the Schedule of Conditions</u>			
The Appendix to the Conditions will be completed as follows:-			
APPENDIX	Clause	Percentage to	
cover professional fees purposes only	13	9% for insurance	
Name of Contractor's surety	16.1	To be agreed	
Amount of surety	16.1	To be inserted as a sum, equivalent to 10% (ten percent) of the contract sum	
Name of Employer's surety	16.2	Not applicable	
Period for submission of programme	18.1	7 Days	
Period of possession of site	20.1	To be agreed	
Contract period	20.2	To be agreed	
Date of commencement of Works	20.2	To be agreed	
		Shs.	

ITEM No.		Shs.	Cts
	Date of completion	20.2	To be agreed
	Name of the bank for purposes of interest calculation	31.14 32.4.5 34.6	To be agreed
	Interval for application of payment certificates	34.1	Not less than 4 weeks
	Minimum amount of payment certificate	34.4	Not applicable
	Percentage of certified value retained	34.12	10%
	Limit of retention fund	34.12	To be inserted as a sum equivalent to 5% (five percent) of the contract sum
	Periods for release of interest on retention money by the Contractor	34.15	To be agreed
	Period of final measurement and valuation	34.17	6 Months from Certified Practical Completion of the Works.
	Defects liability period	41.6	6 Months from Certified Practical Completion of the Works.
	Damages for delay in completion	43.1	To be agreed
	<u>. WATER FOR THE WORKS</u>		
A.	The Contractor shall allow for providing all temporary water supplies and electricity required for the works, including Sub Contract works, together with all necessary storage tanks, meters and distribution systems for the same and must allow for bearing all expenses incurred and paying for all water consumed without charge to any Sub Contractor. Expenses in connection with Nominated Sub Contractors should be allowed for in the attendance items under the relevant P.C. Sums		
	<u>STORAGE OF MATERIALS</u>		
B.	The Contractor shall provide at his own risk and cost where directed on the site weatherproof lockup sheds for the safe storage and custody of materials for the works and for the use of workmen engaged thereon and shall remove such sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the Architect.		
	The Contractor shall be liable for the cost of any storage accommodation provided especially for his use by the Client.		

ITEM No.		Shs. Cts
A.	<p>The areas of site which may be occupied by the Sub-Contractor will be within the limits of that allocated to the Contractor and the Sub-Contractor must not occupy any ground beyond the area so indicated, except for the execution of works under this Sub-Contract.</p> <p>No materials shall be stored or stacked on suspended slabs without the prior approval of the Architect.</p> <p><u>RESTRICTED SITE</u></p> <p>The Contractor is to note that the area of the site is restricted and limited and that the existing building and adjacent areas will remain in full use during the execution of the works. The Contractor must allow in his tender for all inconvenience and disruption resulting from this requirement as well as for the security and safety of the existing and adjacent premises and all their staff and public.</p> <p><u>GOVERNMENT ORDINANCES AND REGULATIONS</u></p> <p>The Contractor's attention is called to the provisions of the Factory Ordinance 1950 and allowance must be made in his tender for compliance therewith insofar as they are applicable.</p> <p>The Contractor must also make himself acquainted with current ordinances and any Government regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport etc.</p> <p>It is most important that the Contractor before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organisation of the work, supply and control of labour, etc. and allow accordingly in his tender. No claim for want of knowledge in this connection will be entertained.</p> <p><u>SUPERVISION AND WORKING HOURS</u></p> <p>The works shall be executed under the direction and to the entire satisfaction in all respects of the Architect who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor or other places where work is being prepared for the building.</p> <p>The working hours shall be those generally worked by good employers in the Building and Civil Engineering Trade in Kenya. No work requiring consultant supervision shall be carried out at night or on gazetted holidays unless the Architect shall so direct.</p> <p>The Contractor is, however, notified that this is an existing building and its business will remain operational during the execution of the works uninterrupted.</p> <p>The Contractor shall be deemed to have allowed for working full time on weekends and after 5pm to minimise interruption to building users during normal working hours of 8am to 5pm Monday to Friday.</p>	
	Shs.	

ITEM No.		Shs.	Cts.
A.	<p><u>SETTING OUT</u></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 Architect for his immediate consideration.</p> <p>No work shall be commenced by the Contractor until he has received written instructions from the Architect to adjust such discrepancies which may be proved. Upon receipt of such instructions the Contractor shall thereupon be responsible for the accurate setting out of work, giving effect to the adjustments necessary to comply with such instructions, and no claim for extra expense or relief from the responsibilities of the Contract, based on any discrepancy or error in the dimensions or levels shown on the drawings, may be made thereafter.</p> <p><u>SAMPLES</u></p> <p>B. The Contractor shall furnish at his own cost any samples of materials or workmanship that may be called for by the Architect for his approval or rejection and any further samples in the case of rejection until such samples are approved by the Architect and the Architect may reject any materials or workmanship not in his opinion up to the approved samples.</p> <p>The Architect shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Architect and not at the expense of the Contractor unless the materials fail to pass the test or are in the opinion of the Architect not in accordance with the Specification, in either case the Contractor shall pay for testing in accordance with the current scale of testing charges laid down by the Ministry of Works.</p> <p>The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the Architect.</p> <p>The Contractor shall allow in his tender for such samples and tests.</p> <p><u>MATERIALS, TOOLS, PLANT ETC.</u></p> <p>C. 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 Architect shall immediately be removed from the site at the Contractor's expense.</p> <p>The Contractor shall provide at his own risk and cost all materials, scaffolding, tools, plant, transport and workmen required for the works, except in so far as may be stated otherwise herein.</p> <p>Normal scaffolding will be provided by the Contractor but the Sub-Contractor is to allow for providing any special internal or external scaffolds, trestles, etc., that he may require. Normal scaffolding is scaffolding erected by the Contractor for his own use and which remains standing on site at the time the Sub-Contract works are executed.</p> <p style="text-align: right;">Shs.</p>		

ITEM No.		Shs.	Cts.
	<p>The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that such materials are on site when required for use in the works.</p> <p>If the Contractor shall fail to carry out any such order, as by the preceding paragraph provided, within such reasonable time as may be specified in the order, the materials or work so affected may be made good by the Contractor in such manner as the Architect may direct, in which case the cost thereby incurred shall, upon the written certificate of the Architect be recoverable by the Contractor as a liquidated demand in money.</p> <p>Any defect which may appear, either of materials or of workmanship, during the period of maintenance provided by the Contract, shall be made good by the Contractor at his own expense, as and when directed.</p> <p>A. <u>SAFETY, HEALTH AND WELFARE OF WORKPEOPLE</u></p> <p>The Contractor shall allow for providing for the safety, health and welfare of workpeople and for complying with any relevant Ordinances, Regulations or Union Agreement.</p> <p>B. <u>NATIONAL INSURANCE AND PENSIONS</u></p> <p>The Contractor shall allow for making any National Hospital Insurance Fund or National Social Security Fund payments due in respect of workpeople.</p> <p>C. <u>HOLIDAYS AND TRANSPORT FOR WORKPEOPLE</u></p> <p>The Contractor shall allow for providing holidays and transport for workpeople and for complying with any relevant Ordinances, Regulations or Union Agreement.</p> <p>D. <u>FOREMAN</u></p> <p>The Contractor shall keep constantly on the works a competent English speaking foreman and any directions or explanations given by the Contractor or the Architect to such foreman shall be deemed to have been given to the Contractor.</p> <p>E. <u>ALTERATIONS TO BILLS. PRICING. ETC.</u></p> <p>Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the tender to be disqualified and will in any case be ignored.</p> <p>The Contractor shall be deemed to have made allowance in his prices generally to cover items of Preliminaries, expenses in connection with P.C. Sums or other items if these have not been priced against the respective items.</p>		
	Shs.	-	

ITEM No.		Shs. Cts.
	<p>All items of measured work shall be priced in detail and tenders containing lump sums to cover any items of Preliminaries shall be likewise broken down if so required.</p> <p>A. <u>PREAMBLE CLAUSES</u></p> <p>The preamble clauses or headings to any Bill, Section, Sub-Section or trades are to apply equally to all other Bills, Sections, Sub-Sections or trades.</p> <p>B. <u>METHOD OF MEASUREMENT</u></p> <p>These Bills of Quantities have been prepared in accordance with the principles of the 'Standard Method of Measurement of Building Works for the Republic of Kenya, second edition, metric, dated January, 1987, unless otherwise expressly stated.</p> <p>These Bills of Quantities shall under no circumstances be used for the purpose of ordering materials.</p> <p>C. <u>INSURANCE</u></p> <p>The Contractor shall, during the execution of the works, insure himself and keep himself insured against all liability arising under the Workmen's Injury Benefits Act or any amendment thereto for accidents to workmen employed by him on the said works and shall hold the Employer and the Contractor harmless in respect of any such accident to any such workmen. The Contractor shall further insure himself and keep himself insured against all liability arising from all Third Party Claims arising from accidents and he shall hold the Employer and the Contractor harmless in respect of all claims which may be made against him in respect of any such accidents.</p> <p>No payment on account of the work executed will be made to the Contractor until he has satisfied the Architect either by the production of an Insurance Policy or an Insurance Certificate that the foregoing provisions have been complied with in all respects.</p> <p>Thereafter the Architect shall from time to time ascertain that premiums, are duly paid up by the Contractor who shall, if called upon to do so, produce receipted premium renewals for the Architect's inspection.</p>	<p style="text-align: right;">Shs. -</p>

ITEM No.		Shs. Cts.
A.	<p><u>BOND</u></p> <p>The Contractor shall find and submit for the approval of the Contractor the name of one surety who shall be an established Bank, Insurance Company or Fidelity Guarantee Corporation and who will be willing to be bound to the Contractor in an amount equal to ten per cent (10%) of the Contract amount for the due performance of the Contract up to the date of completion as certified by the Architect and who will when and if called upon, sign a Bond to that effect, on the same day as the Contract Agreement is signed. In the event of the Surety named not being approved by the Contractor, the Contractor shall furnish within seven days another Surety to the approval of the Contractor</p> <p><u>TIME FOR COMPLETION AND LIQUIDATED DAMAGES</u></p> <p>B. The Contractor will be required to complete the Contract work by such a date as will enable the Contractor to fulfil his obligations under the Contract, failing which the Contractor will become liable for the liquidated and ascertained damages for which the Contractor is responsible under the Contract or such part thereof as may reasonably be held to be due to the default of the Contractor.</p> <p>It is the responsibility of the Contractor to ensure that all materials, fittings, equipment and items to be supplied are ordered and delivered to the site ready for installation at such times as to cause no hold up in the programme of work.</p> <p><u>PROGRAMME AND PROGRESS</u></p> <p>C. The Contractor shall liaise with the Contractor and submit for the approval of the Architect, a programme and progress chart showing the time and order, within the overall time for completion, when the Contract works will be carried out.</p> <p><u>PAYMENT AND CERTIFICATES</u></p> <p>D. The Contractor shall make payments to the Contractor by instalments in accordance with the terms of the Contract, but no payment shall become due under the Contract unless and until the Architect shall have included in a Certificate the amount in respect of the works executed under this Contract for which payment is due and until the Contractor has received payment from the Employer.</p> <p>The percentage of certified value retained shall be 10%. The limit of retention fund is written in the Main Contract works.</p> <p>No Certificate so issued by the Architect shall of itself be considered conclusive evidence as to the sufficiency of any work or materials to which it relates so as to relieve the Contractor from his liability to execute the works in all respects in accordance with the terms and upon and subject to the Conditions of this Agreement, or from his liability to make good all defects as provided thereby.</p> <p style="text-align: right;">Shs.</p>	
		-

ITEM No.		Shs.	Cts.
	<p>Failure by the contractor to pay the Contractor as stipulated shall entitle the Employer to pay the relevant sums directly to the Contractor and deduct the same from any money due to or to become due to the Contractor.</p> <p>A. <u>VALUATION OF LUMP SUM PRELIMINARY COSTS</u></p> <p>Lump sums entered in these Bills of Quantities against any item of Preliminaries and General Conditions will be included in appropriate valuations according to reasonable assessment of actual costs involved in the item. Any balance between this assessment and the actual sum entered in the Bills of Quantities will be included in subsequent valuations as monthly instalments over the balance of the Contract Period.</p> <p><u>PAYMENT FOR MATERIALS ON SITE</u></p> <p>B. All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected, unless specifically exempted by the Architect.</p> <p><u>CONDITIONS OF CONTRACT, ETC.</u></p> <p>C. Copies of the Terms and Conditions of the principal Contract and drawings may be seen at the office of the Architect during normal office hours on any working day until the time appointed for the submission of tenders.</p> <p>The Contractor will be required to enter into an agreement with the Client upon terms and conditions as set out in the 'Agreement and Conditions of Contract for Building Works' printed in April, 1999, published by the Joint Building Council, Kenya with the sanction of the Architectural Association of Kenya and The Kenya Association of Building and Engineering Contractors', and securing the due performance and maintenance of the work supplied or executed by the Contractor and indemnifying the Client against any claims arising out of the misuse by the Contractor or his workmen of any scaffold erected or plant employed by the Contractor, or that may be made against the Contractor in consequence of any act, omission or default of the Contractor, his servants or agents, or in respect of injury to workmen employed by the Contractor.</p> <p><u>HOISTING</u></p> <p>D. The Contractor is referred to the drawings and to the items 'Main Contract Works' herein for a general description of the Contract. Throughout these Bills of Quantities generally no mention is made of heights for hoisting. All prices must include for hoisting and fixing at any level within the limits shown on the drawings or included in the general description of works. Where a particular level is specified the Contractor shall price accordingly.</p>	<p>Shs.</p>	<p>-</p>

ITEM No.		Shs.	Cts.
A.	<p><u>CASING UP AND PROTECTING</u></p> <p>The Contractor shall be responsible for casing up or otherwise protecting to the satisfaction of the Architect all parts of the Contract works liable to injury and for removing such protection and making good at completion.</p>		
B.	<p><u>WORKS TO BE DELIVERED UP CLEAN</u></p> <p>On completion of the works, the site and the works shall be cleared of all plant, scaffolding, rubbish and unused materials and shall be delivered up in clean and perfect condition in every respect to the satisfaction of the Architect.</p>		
C.	<p><u>DEFECT LIABILITY PERIOD</u></p> <p>The Defects Liability Period as described in Clause 41.6 of the Conditions of the Principal Contract shall be six (6) months from the Date of Practical Completion as certified by the Architect. Any defects, shrinkages or other faults which shall appear within this period which are due to materials or workmanship not in accordance with the Contract shall be made good by the Contractor in accordance with the provisions of Clause 41.0 of the Principal Contract.</p>		
D.	<p><u>CLAIMS FOR EXTRAS</u></p> <p>The Contractor shall submit to the Architect claims for any work or circumstances on account of which he may consider that he is entitled to extra payment within seven days from the time of the commencement of such work or occurrence of such circumstances. Any such claim must be in writing and accompanied by full particulars and must state under which provision of the Contract it is claimed that payment shall be made.</p>		
E.	<p><u>TRADE NAMES</u></p> <p>Where trade names or manufacturers' catalogue numbers are mentioned in these Bills of Quantities the reference is intended as a guide to the type of article or quality of materials required. The Contractor may use any article or material equal in type or quality to those therein described subject to the prior approval of the Architect and at his absolute discretion. The onus of proof as to equivalent quality will rest with the Contractor, whose tender will be deemed to include for the makes described hereafter.</p>		
	Shs.		-

ITEM No.		Shs.	Cts.
A.	<p><u>FIRM PRICE TENDER</u></p> <p>The Contractor is required to submit a firm price tender and must include in his prices all legally demandable fees, rates or taxes including VAT (currently rated at 16%), the regulation of Wages (Building and Construction Industry) Order 1973, and for any increases in the cost of labour and/or materials during the currency of the Contract. Clause on fluctuations in the Contract Conditions shall be deleted. VAT fluctuations, however, shall be allowed.</p>		
B.	<p><u>HAND OVER</u></p> <p>The Contract works shall be considered complete and the maintenance and defects liability period shall commence only when the Contract works and supporting services have been tested, commissioned and operated to the satisfaction of the Architect and officially approved and accepted by the Employer, provided always that the handing over of the Contract works shall be coincident with the handing over of the Contract works.</p>		
C.	<p><u>TESTING</u></p> <p>The Contractor shall allow for all testing of material and installations required by these Specifications and he shall be responsible for all expenses incurred in completing such tests, including costs of materials and labour, equipment, transport and all other costs.</p>		
D.	<p><u>APPROVAL OF STAFF</u></p> <p>The Employer and Contractor reserve the right to approve employment of senior staff of the Sub-Contractor.</p>		
E.	<p><u>FOOD HANDLING CERTIFICATE</u></p> <p>The contractor shall allow for provision of food handling certificate to all his workers and personnel, lack of which, they will not be allowed to enter the site. This can be obtained from the Nairobi City Council.</p>		
	Shs.	-	

TEM No.		Shs. Cts.
	<u>BILL NO. 1</u>	
	<u>PRELIMINARIES AND GENERAL CONDITIONS</u>	
	<u>COLLECTION</u>	
	Brought forward from page No.	1/1
	" " " " "	1/2
	" " " " "	1/3
	" " " " "	1/4
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	" " " " "	1/19
	" " " " "	1/20
	<u>TOTAL AMOUNT OF BILL NO. 1 CARRIED</u>	
	<u>TO FINAL SUMMARY</u>	Shs.

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>ELEVATED WATER TANK</u> <u>(ALL PROVISIONAL)</u>					
A.	Clear site off all vegetation including small trees, scrubs and	m2	90		
B.	Excavate over site to remove top soil average 150mm deep and cart away.	m2	90		
C.	Excavate for column bases commencing at existing ground level and not exceeding 1.50m deep.	m3	41		
D.	Load and cart away surplus and deposit at agreed site with the Local Authority	m3	14		
E.	Return fill in and ram selected excavated material around foundations.	m3	27		
<u>Fillings</u>					
F.	250mm Crushed stone hardcore	m2	404		
G.	50mm Plain concrete (1:3:6) under column bases.	m2	27		
H.	50mm Plain concrete (1:3:6) under ground beam.	m2	13		
<u>Vibrated reinforced concrete (class 25)</u>					
I.	Column base.	m3	11		
J.	Column.	m3	3		
K.	Ground beams.	m3	5		
<u>Ribbed steel bar reinforcement to BS 4449 (All provisional)</u>					
L.	Assorted bar reinforcement sizes	Kg.	1309		
<u>Sawn formwork</u>					
M.	Sides of column base	m2	29		
N.	Sides of stub column.	m2	29		
O.	Sides of ground beam	m2	26		
<u>Structural Steel Work</u>					
P.	400 x 400 x 2 mm base plate welded/bolted to Angle corner Leg and bolted to stub column	Nr.	12		
Q.	M20 bolts appoximately 600mm long	Nr.	48		
R.	Extra Over for 5mm fillet weld	m	5		
				b/f	
				Shs	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>The following Galvanized Steel Members in Tower and Platform</u>		c/f	Shs.	
A.	50 x 50 x 6mm RSA bracing bolted to columns	Kg	3087		
B.	300 x 300 H colums	Kg	28944		
C.	150 x 150 x 4mm UBM welded to top of columns	Kg	1531		
D.	300 x300 H beams	Kg	4020		
E.	2.5mm thickness Chequered plate welded to bearers	m2	28		
F.	430 x 174 x 8mm thick Gusset plate; welded to columns drilled with holes for bolts	No.	84		
G.	240 x 174 x 8mm thick Gusset plate; welded to columns drilled with holes for bolts	No.	84		
H.	300 x 150 x 6mm thick Ditto but haunched;drilled with holes for ; welded to columns	No.	84		
I.	M20 bolts approximately 600mm long	Nr.	168		
J.	Welded joints between RHS members	No.	252		
K.	<u>Rolled hollow sections in tank Guard rails with two coat red oxide primer as described:-</u>				
L.	50 x 50 x 3mm Middle and Hand rails welded to balusters	Kg	445		
M.	50 x 50 x 3mm Balusters 1000mm long with one end welded on handrail and UBM	Kg	93		
N.	Welded joints between RHS members	No.	108		
	Mild steel tower ladder and protection cage approximately 18m High consisting 30 x 30 x 3mm Thick Flat Bars	No.	1		
O.	<u>Touch up primer, prepare and apply one undercoat and three finishing coats of super gloss oil paint to:-</u>				
P.	300 x 300 H colums	m	216		
Q.	300 x300 H beams	m	61		
R.	50 x 50 x 6mm RSA bracing bolted to columns	m	686		
S.	50 x 50 x 3mm Middle and Hand rails and balusters	m	235		
	Cold water storage tank of capacity 200,000 litres comprising of pressed mild steel plate (4.5mm thick) measuring 12500 x 5000 x 4000mm high complete with made complete with roof cover 1.5mm sheets, internal stays, internal/external ladders, level indicators , sealing compound ,galvanized bolts and nuts with two washers each for tank assembly. inlets, outlets, overflow, ball valve,gate valves, pressure switch and cover, including hoisting to platform	No.	1		
	Allow for a provisional sum of two hundred thousand only as contingency				

T.	<u>ELEVATED WATER TANK</u>	Sum			
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2/2

ELEVATED WATER TANK

C ONSTRUCTION WORKS KSUC - UNIVERSITY OF NAIROBI
ELEVATED TANK WORKS

<u>BILL NO.</u>	<u>SECTION B SUMMARY</u> <u>DESCRIPTION</u>	<u>AMOUNT</u>
1	PRELIMINARIES AND GENERAL CONDITIONS	
2	ELEVATED WATER TANK	
	SUB-TOTAL	
	GRAND TOTAL (INCLUSIVE OF VAT)	

Final Summary

SITE VISIT FORM

TO WHOM IT MAY CONCERN

**RE: SITE VISIT FOR TENDER FOR CONSTRUCTION OF ELEVATED
WATER TANK AT KOITALEEL SAMOEI UNIVERSITY COLLEGE,
MOSORIOT CAMPUS**

This is to confirm that

Mr./Mrs./Miss..... Of
M/s.....
.....

has visited the site for the purpose of getting details on tender for the **Construction of Elevated water Tank for Koitaleel Samoei University, Mosoriot Campus.**

Signature of Tenderer Representative

FOR THE UNIVERSITY OF NAIROBI /KOITALEEL SAMOEI UNIVERSITY COLLEGE

Name:.....

Signature:.....

Date & Stamp:.....

SECTION VIII – STANDARD FORM

- (i) Form of Invitation for Tenders
- (ii) Form of Tender
- (iii) Letter of Acceptance
- (iv) Form of Agreement
- (v) Form of Tender Security
- (vi) Performance Bank Guarantee
- (vii) Bank Guarantee for Advance Payment
- (viii) Qualification Information
- (ix) Tender Questionnaire
- (xi) Confidential Business Questionnaire
- (x) Statement of Foreign Currency Requirement
- (xi) Details of Sub-Contractors

1. FORM OF INVITATION FOR TENDERS

_____ [date]

To: _____ [name of Contractor]
_____ [address]

Dear Sirs:

Reference: _____ [Contract Name]

You have been prequalified to tender for the above project.

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

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

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

Upon payment of a non-refundable fee of Kshs _____.

All tenders must be accompanied by _____ number of copies of the same and a security in the form and amount specified in the tendering documents, and must be delivered to

[address and location]

at or before _____ (time and date). Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.

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

Yours faithfully,

_____ Authorised Signature

_____ Name and Title

2. FORM OF TENDER

TO: _____ [Name of Employer] _____ [Date]
_____ [Name of Contract]

Dear Sir,

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

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____

Duly authorized to sign tenders for and on behalf of

_____ [Name of Employer]

of _____ [Address of Employer]

Witness; Name _____

Address _____

Signature _____

Date _____

3. LETTER OF ACCEPTANCE

[Letterhead paper of the Employer]

_____ [date]

To: _____

[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____ for the execution of

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

Price of Kshs _____ *[amount in figures]* [Kenya Shillings

_____ *(amount in words)*]

in accordance with the Instructions to Tenderers is hereby accepted.

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

Authorized Signature

Name and Title of Signatory

Attachment : Agreement

4. FORM OF AGREEMENT

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

prescribed by the Contract.

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

The common Seal of _____ Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____ Binding Signature of Employer _____

Binding Signature of Contractor _____ In the presence of

i) Name _____

Address _____

Signature _____

ii) Name _____

Address _____

Signature _____

5. FORM OF TENDER SECURITY

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

KNOW ALL PEOPLE by these presents that WE having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

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

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

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

[date]

[signature of the Bank]

[witness]

[seal]

6. 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 there under 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 _____

7. 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	Type of work of performed	Value of Contract and Year of Completion

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

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

Position	Name	Years of experience	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)*

8. 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.....
Business Number..... Expiry Date.....
Tax Compliance Certificate No.....PIN No.....
Registration Certificate No.....
Maximum value of business which you can handle at any time: K. pound.....
Name of your bankers.....
Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....
Nationality..... Country of Origin.....
*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

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

Part 2(c) – Registered Company:

Private or public.....
State the nominal and issued capital of the Company-
Nominal Kshs.....
Issued Kshs.....
Give details of all directors as follows:
Name in full . Nationality. Citizenship Details*. Shares.
1.....
2.....
3.....

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-contractors' 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

9. 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

10. EVALUATION CRITERIA

The University of Nairobi will consider the following three major categories of criteria for evaluating tenders ;

EVALUATION CRITERIA SUMMARY

EVALUTION CRITERIA	PARTICULARS PROVIDED	SCORE
Mandatory Requirements	Must be Fully Met	Yes/No
Conformity to Technical Specifications Assessment	Evaluation as per Bills of Quantities submitted	80
Financial Capability	As Deduced from the Audited Accounts	20
Post Qualification		
TOTAL		100

A: MANDATORY REQUIREMENTS

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

Criterion	Particulars Provided	Responsiveness	
		YES	NO
Sealed Original and Copy of the tender in separate envelopes as Original and "Copy" The envelopes then shall be sealed in an outer envelope	Evidence to be availed is the Original and Copy		
Tender Security (Ksh.150,000)	Evidence to be availed is the Tender Security		
Incorporation/Registration certificate	Evidence to be availed is the certificate		
Form of Tender Questionnaire – Duly Filled and signed	Evidence to be availed is duly completed and signed form		
Confidential Business Questionnaire Duly Filled and Signed	Evidence to be availed is duly completed and signed form		
Mandatory Pre-bid Meetings	Evidence to be availed is a signed site visit form		
Business Permit	Evidence to be availed is Valid Business permit		
Tax Compliance Certificate	Evidence to be availed is valid tax certificate		
Audited Accounts for the last 3Years 2018,2017, 2016	Evidence to be availed is certified Audited Accounts		
References of at least 2 Clients Supplied with Similar works	Evidence to be availed are letters from the referees		
Responsive			
Non-Responsive			

B: TECHNICAL EVALUATION CRITERIA

Technical Capability Assessment Total Score **80 marks** pass mark **Score 60 marks (80%)**

Criterion	Particulars Provided	Total Marks	Marks Earned
Details of experience, past performance (proof) of having done works of similar nature within the past 6 years	Required	10	
Conformity to Technical Specification as provided in the tender documents	Required	36	
Qualification and experience of key site management and technical personnel proposed for the contract and an undertaking that they shall be available for the contract	Required	8	
Evidence of working capital for this contract (access to lines of credit and availability of other financial resources)	Required	8	
Schedule of plant equipment and or material to be imported for purpose of the project	Required	5	
Draft program of works and implementation schedule	Required	10	
Details of litigation or arbitration in which the tenderer is involved (if any)	Required	3	
Total Score		80	

NB: Bidders to paginate all the tender documents submitted from cover to cover.

D: FINANCIAL EVALUATION CRITERIA

As deduced from the audited accounts

The purpose is to evaluate the financial strength of the bidders and the Total Score is 20 **Marks** with a Pass mark of **14 Marks (70%)**

Criterion	Observations Made	Scores	Marks Earned
Audited Accounts (2018,2017,2016)	Yes	Yes	Yes /No
Turnover			
Working capital		5	
Liquidity Ratio		5	
Gearing ratio		5	
Profitability		5	
Total Score		20	

E: POST – QUALIFICATION

Criterion	Observations Made		
Confirmation of Business Name & Physical Address			
Confirmation Of Originals Of Attached Documents			
Composition of Staff <input type="checkbox"/> Management <input type="checkbox"/> Technical <input type="checkbox"/> Supervisory			
Name and Qualification Of Key Management & Technical Staff 1: 2:			
Nature of Operations(relevant) to the tender applied for			
Size Of Business Large <input type="checkbox"/> Medium <input type="checkbox"/> Small			
Major Principals Represented			
Premises Owned			
TOTAL			

10.0 TECHNICAL EVALUATION COMMITTEE'S RECOMMENDATIONS

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

No.	Major Area of concern	Indicators from the evaluation exercise	Aggregated Scores
1	Responsiveness to Tender University/	Mandatory Requirements	Yes/No
2	Responsiveness of Tender to University Technical Specifications	Conformity to Technical Specifications	80
3	Financial Ability of the Tenderer to	Financial Capability	20
4	Post - qualification		
	Total score		100
	RECOMMENDATION		