



TENDER DOCUMENT
FOR BURGLAR PROOFING WORKS AT
NACADA's NAIROBI REGIONAL OFFICE

NA/QTN/70/15-16

RESERVED FOR DISADVANTAGED GROUPS ONLY

SECTION I – INVITATION TO TENDER

Date: 4th APRIL 2016

TENDER REF No. NA/QTN/70/15-16

TENDER NAME: BULGLAR PROOFING OF NACADA'S NAIROBI REGIONAL OFFICE – NHIF BUILDING 5TH FLOOR - RESERVED FOR DISADVANTAGED GROUPS ONLY

NACADA invites sealed tenders from eligible candidates to provide services as described above. You shall be expected to submit both a technical and financial proposal for this tender. The regulations for submission of the proposal are contained in the attached document.

Interested eligible bidders may obtain the documents from the NACADA Procurement office on 16th Floor Room 1606 during working hours upon payment of a non-refundable fee of Ksh 1,000.00 per set of document made at the NACADA bank account: Kenya Commercial Bank, Milimani branch Account No.1103199439 or download from the NACADA website www.nacada.go.ke/documents-and-resources or the Treasury IFMIS portal <https://supplier.treasury.go.ke> **free of Charge.**

Tendering requirements are as follows:

- Preliminary evaluation, Technical evaluation, Financial evaluation requirements as outlined in the main Tender document.
- Tender security of Ksh 25,000 issued by a reputable bank or insurance company approved by PPOA.

Prices quoted should be net inclusive of all taxes, and delivery costs, must be in Kenya Shillings and shall remain valid for (120) days from the opening date of the tender.

Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number and name and be deposited in the Tender Box at NACADA Offices, NSSF Building Block "A" Eastern Wing 18th Floor or be addressed to **National Authority For The Campaign Against Alcohol And Drug Abuse, PO Box 10774, 00100 NAIROBI** so as to be received on or before **19TH APRIL 2016, 10.30am.**

Tenders will be opened in public immediately thereafter in the presence of the candidates representatives who choose to attend at NACADA Offices, NSSF Building Block "A" Western Wing 16th Floor.

Chief Executive Officer, NACADA

REPUBLIC OF KENYA



MINISTRY OF LANDS, HOUSING AND URBAN DEVELOPMENT

DIRECTORATE OF PUBLIC WORKS

OFFICE OF THE COUNTY WORKS OFFICER

BILLS OF QUANTITIES

FOR

**PROPOSED REFURBISHMENT WORKS AT NACADA OFFICE –NHIF,
NAIROBI – RESERVED FOR DISADVANTAGED GROUPS ONLY**

TENDER NO: CQS/D102/45/2015-2016.

ISSUED BY:

**COUNTY WORKS OFFICER
NAIROBI COUNTY
P.O. BOX 42267
NAIROBI**

**COUNTY ARCHITECT
NAIROBI COUNTY
P.O. BOX 42267
NAIROBI**

**COUNTY QUANTITY SURVEYOR
NAIROBI COUNTY
P.O. BOX 42267
NAIROBI**

APRIL, 2016

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DEFINITIONS

The following terms and expressions used in the contract document shall have the following meanings:

| | | |
|---------------------------|---|---|
| The Employer | - | CHIEF EXECUTIVE OFFICER NACADA- |
| Project Manager: | - | County Works Officer Department of Public Works P. O. Box 42267, NAIROBI |
| Architect | - | County Architect Department of Public Works P. O. Box 42267, NAIROBI |
| Quantity Surveyor | - | County Quantity Surveyor Department of Public Works P.O. Box 42267 NAIROBI |
| Employer's Representative | - | Shall mean the Project Manager (Replacing DR) who in this case is the District Works Officer -Nairobi |

REPUBLIC OF KENYA

MINISTRY OF PUBLIC WORKS

BILLS OF QUANTITIES

PROPOSED REFURBISHMENT WORKS AT NACADA OFFICE-NHIF , NAIROBI

Issued by:
COUNTY WORKS OFFICER.
DEPARTMENT OF PUBLIC WORKS
P. O. BOX 42267
NAIROBI.

The contract for the above mentioned works entered into the..... day of 20...., by the undersigned parties refer to these Bills of Quantities consisting of pages numbered page 1 to page 13 and the general specification for building works dated 1976 consisting of 332 pages numbered A to index 114, (together with any amendments thereto issued since date of publication) both of which shall be read and construed as part of the said contract.

SIGNED -----
CONTRACTOR

REGIONAL MANAGER
NACADA REGIONAL OFFICE
/AUTHORIZED SIGNATORY

DATE _____ **DATE** _____

SPECIAL NOTES

The contractor is required to check the number of pages of these Bills of Quantities and should he find any missing or duplicate, or figures indistinct, he must inform the County Works Officer, Directorate of Public Works, Machakos Road Nairobi, Nairobi County at once and have the same rectified.

Further, should the contractor be in doubt about the precise meaning of any item or figure for reason any whatsoever, he must inform the County Works Officer, Directorate of Public Works, Machakos Road Nairobi, in order that the correct meaning may be decided before the date of Submission of tenders.

No liability will be admitted nor claim allowed in respect of the errors in the contractors tender due to mistakes in the specification that should have been rectified in the manner described above.

EVALUATION CRITERIA .

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

„In accordance with clause 2.2 of Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility under sub clause 2.1 of Instruction to Tenderers and adequacy of resources to effectively carry out the subject contract. The tenderers shall be required to fill the Standard Forms provided for the purposes of providing the required information. The tenderers may also attach the required information if they so desire.

Stage 1 Preliminary Evaluation

The bidders are expected to meet the mandatory conditions which have been indicated in the tender documents and as below outlined. Any bidder who does not meet the conditions is rejected at this stage. The mandatory conditions to be complied with are the following;

- i) Registration with National Construction Authority (NCA) in the relevant category;
- ii) Provision of a tender Security in the required form, amount i.e. Ksh 25,000 and that the tender is valid for the period required ie 120 days;
- iii) Dully filled Form of Tender and that the tender has been signed by the person lawfully authorized to do so;
- iv) Valid Tax Compliance certificate;
- v) Dully filled Confidential Business Questionnaire;
- vi) Copy of PIN certificate
- vii) Copy of Disadvantaged Group – Women certificate from the National Treasury
- viii) Statement of Compliance
- ix) The required number of copies of the tender has been submitted ie (2 copies) and all required documents, information have been submitted as stipulated in the tender, advertisement/Invitation letter.
- x) The tender has been submitted in the format required by the procuring entity;

STAGE 2 TECHNICAL EVALUATION

Only Firms that satisfy the mandatory conditions in stage 1 may proceed to the technical evaluation state which will be done in line with the following broad criteria. The evaluation shall be based on completion of the STANDARD FORMS in this section and marks shall be awarded as shown below;

| | PARAMETER | MAXIMUM POINTS |
|--|--|-----------------------|
| | Tender Questionnaire – see FORM 1 | 5marks |
| | Key personnel to be engaged in the works (Management and Technical staff) see FORM 2 | 20 marks |
| | Contract Completed in the last Five (5) years see FORM 3 | 15marks |
| | Schedules of on-going projects see FORM 4 | 8marks |
| | Schedules of contractors equipment relevant to this assignment see FORM 5 | 20marks |
| | Audited Financial Report for the last 3 years (actual statements to be attached) see FORM 6 | 10marks |
| | Evidence of Financial Resources see FORM 7 | 15marks |
| | Name, Address and Telephone of Bankers (Contractor to provide) see FORM 8 | 5marks |
| | Litigation History see FORM 9 | 2marks |
| | Total marks | 100 marks |

| Item | Description | Points scored | Max. Points | |
|------|--|---------------|-------------|-----------------------|
| | Tender Questionnaire Form <ul style="list-style-type: none"> • Completely filled ----- 5 • Partially filled ----- 3 • Not filled ----- 0 | | 5 | |
| | Key Personnel (Attach evidence) | | | |
| | Holder of degree or diploma in relevant Engineering field ---- - 6 Holder of certificate in relevant Engineering field ----- - 4 Holder of trade test certificate in relevant Engineering field -- -2 No relevant certificate ----- 0 | | 6 | Total 20 marks |
| | At least 1No. degree/diploma of key personnel in relevant Engineering field With over 10 years relevant experience --- 6 With over 5 years relevant experience----- 4 With under 5 years relevant experience --- 2 | | 6 | |
| | At least 1No certificate holder of key personnel in relevant Engineering field With over 10 years relevant experience----- 4 With over 5 years relevant experience ----- 3 With under 5 years relevant experience -----1 | | 4 | |
| | At least 2No artisan (trade test certificate in relevant Engineering field) Artisan with over 10 years relevant experience ----- --2 Artisan with under 10 years relevant experience ----- --1 Non skilled worker with over 10 years relevant experience - 1 | | 4 | |
| | Contract completed in the last five (5) years (Max of 5 No. Projects)- Provide Evidence <ul style="list-style-type: none"> • Project of similar nature, complexity and magnitude -- 3 Project of similar nature but of lower value than the one in consideration ----- 2 • No completed project of similar nature -----0 | | 15 | |
| | On-going projects (Max of 4 No. Projects) – Provide Evidence <ul style="list-style-type: none"> • Project of similar nature, complexity and magnitude -- -2 • Project of similar nature but of lower value than the one in consideration -----1 • No ongoing project of similar nature - -----0 | | 8 | |

| | | | | |
|--|--|--|----|--|
| | Schedule of contractors equipment and transport (proof or evidence of ownership/Lease) Means of transport (Vehicle) ----- 10 No means of transport ----- 0 | | 10 | |
| | For each specific equipment required in the installation of the work being tendered for. (Maximum No. of equipment to be considered – 5No. ----- - 2 | | 10 | |
| | Financial report (from the Audited statements) | | | |
| | Audited financial report (last three (3) years) Average Annual Turn-over greater or equal to 5 times the cost of the project ----- 10 Average Annual Turn-over greater or equal to 3 times the cost of the project ----- 6 Average Annual Turn-over greater or equal to the cost of the project ----- 4 Average Annual Turn-over below the cost of the project ----- --2 | | 10 | |
| | Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc) Has financial resources equal to or above the cost of the project -----15 Has financial resources below the cost of the project ----- 10 Has not indicated sources of financial resources ----- 0 | | 15 | |
| | Name, Address and Telephone of Banks (Contractor to provide) Provided ----- 5 Not provided ----- 0 | | 5 | |
| | Litigation History Filled ----- 2 Not filled ----- 0 | | 2 | |

Only bidders who score 60 points and above shall be considered for further evaluation.

STAGE 3 - FINANCIAL EVALUATION

Upon completion of the technical evaluation a detailed financial evaluation shall follow. The financial evaluation shall proceed in the manner described in the Public Procurement and Disposal Act (2015) of the laws of Kenya (Section 86).

The evaluation shall be in **three stages**

- a) Checking for arithmetic errors;
- c) Comparisons of the Tender Sums.

A) Determination of the tender sums

The Tender Sum for each bid shall be determined by-

- 1. Taking the bid price, as read out at the bid opening;**
- 2. Checking for to arithmetic errors;**

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

B) Comparison of rates-

The evaluation committee will compare rates from the different bidders and the Engineer's estimate and note all inconsistencies of the rates. Items that are underpriced or overpriced may indicate potential for non-delivery and front loading respectively.

C) Comparison of the tendered sums

The lowest bidder is obtained by comparing all the corrected tender sums.

STAGE 4 - RECOMMENDATION FOR AWARD

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

FORM 1 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/Fax 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 and stamp of Tenderer

FORM 2**KEY PERSONNEL**

Qualifications and experience of key personnel proposed for administration and execution of the Contract.

| NAME | POSITION | YEARS OF EXPERIENCE (GENERAL) | YEARS OF EXPERIENCE IN PROPOSED POSITION |
|-------------|-----------------|--|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

I certify that the above information is correct.

NameSignature.....Date.....

Stamp.....

FORM 3 - CONTRACTS COMPLETED IN THE LAST FIVE(5) YEARS

Works of a similar nature , complexity and volume completed over the last 5 years

| PROJECT NAME | NAME OF CLIENT | TYPE OF WORK AND YEAR OF COMPLETION | VALUE OF CONTRACT in KSH |
|---------------------|-----------------------|--|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| 6. | | | |
| 7. | | | |
| 8. | | | |
| 9. | | | |
| 10. | | | |

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

Name

.....Signature.....Date.....

Stamp.....

FORM 4 – SCHEDULE OF ONGOING PROJECTS

Details of ongoing or committed projects, including expected completion dates

| PROJECT NAME | NAME OF CLIENT | CONTRACT SUM | % COMPLETE | COMPLETI ON DATE |
|-----------------|-------------------|-----------------|---------------|---------------------|
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |

I certify that the above works are currently being undertaken by ourselves.

Name

.....Signature.....Date.....

Stamp.....

FORM 5- SCHEDULE OF CONTRACTOR’S EQUIPMENT AND TRANSPORT TO BE ENGAGED IN THESE WORKS

(Proof or Evidence of Ownership Required)

Detailed list of the contractor’s equipment and transport are to be provided here.

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

10 _____

11 _____

12 _____

13 _____

14 _____

15 _____

16 _____

17 _____

18 _____

NameSignature.....Date.....

Stamp.....

FORM 6 - FINANCIAL REPORTS FOR THE LAST FIVE YEARS

(Balance sheets, Profits and Loss Statements, Auditor's reports, etc.

List below and attach copies)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

10 _____

NameSignature.....Date.....

Stamp.....

FORM 7

EVIDENCE OF FINANCIAL RESOURCES TO MEET QUALIFICATION REQUIREMENTS
(Cash in Hand, Lines of credit, e.t.c. List below and attach copies of supportive documents.) Full address and contacts of the banks to be included

1

2

3

4

5

6

7

8

9

10

NameSignature.....Date.....
Stamp.....

FORM 8**BIDDER'S BANK INFORMATION**

Bidders are expected to provide here below full details of their bankers. This

Name of your bankers.....

Postal Address

.....

Town..... Country

Branch.....

Plot No..... Street/Road

Bidder's Name Signature

Date.

Stamp.....

FORM 9

**DETAILS OF LITIGATIONS OR ARBITRATION PROCEEDINGS IN WHICH THE
TENDERER IS INVOLVED AS ONE OF THE PARTIES.**

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

9 _____

10 _____

11 _____

12 _____

13 _____

14 _____

15 _____

16 _____

17 _____

18 _____

NameSignature.....Date.....

Stamp.....

FORM 10**SWORN STATEMENT**

Having studied and completed the tender document we/I hereby state:

- a) The information contained in and attached to this form is true and accurate as of the date of document submission.
- b) That my / our firm is not debarred from participating in procurement proceedings under section 62 of the PPDA 2015.
- c) We confirm that no Directors or owners of the company are related to, any officials, Board or Committee members of NACADA public officers or other persons listed in Section 66 of the Public Procurement and Disposal Act 2015.
- d) We enclose all the required and information required for the tender evaluation.

Date.....

Firm's Name.....

Represented By (full names).....

Signature.....
(Full Name and designation of the person signing and stamp or seal)

SECTION A

STANDARD FORMS

STANDARD FORMS

1. Site Visit Certification Form
2. Form of Tender
3. Letter of Acceptance
4. Form of Agreement
5. Form of Tender Security
6. Form of Performance Bank Guarantee
7. Confidential Business Questionnaire

SITE VISIT CERTIFICATION FORM

I.....(Name of Client/Client Representative) of
..... (Name Of
Department)

do hereby certify that.....
(Name of tender/tenderers representative)

of.....(Name of
bidding firm and address)

Have actually visited the site for the proposed.....

.....
(Name of proposed works for which bids are invited)

This.....day of.....month.....200.....

.....
Signature

.....
Official Stamp

Declaration (by Tenderer)

I..... (Name of tenderer)
Do hereby declare that I have visited the site for the proposed works and that I am
satisfied/not satisfied with the (delete as appropriate) information gathered.

.....
Signature

.....
Date

.....
Official Stamp

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/Schedule of Rates 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 Employer's Representative'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 there of, 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 Tenderer] of
_____[Address of Tenderer]

Witness; Name _____

Address _____

Signature _____

Date _____

LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____
for the execution of _____
[name of the Contract and identification number, as given in the Tender documents] for
the Contract Price of Kshs. _____ [amount in figures] [Kenya
Shillings _____ (amount in words)] in accordance with the
Instructions to Tenderers is hereby accepted.

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

Authorized Signature

Name and Title of Signatory

Attachment : Agreement

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____
between _____ of [or whose registered
office is situated at] _____
(hereinafter called “the Employer”) of the one part AND
_____ of [or whose registered
office is situated at] _____
(hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Priced Bills of Quantities/Priced Schedule of Rates [whichever is applicable]
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

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

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

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

FORM OF TENDER SECURITY

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

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

PERFORMANCE BANK GUARANTEE

To: _____ (Name of Employer) _____ (Date)
_____ (Address of Employer)

Dear Sir,

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 - General

Business Name

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

Plot No..... Street/Road

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

Nature of Business.....

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

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

Name of your bankers.....

Branch.....

Part 2 (a) - Sole Proprietor

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

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

*Citizenship details

Part 2 (b) - Partnership

Give details of partners as follows:

| | <i>Name in full</i> | <i>Nationality</i> | <i>Citizenship Details</i> | <i>Shares</i> |
|--------|---------------------|--------------------|----------------------------|---------------|
| 1..... | | | | |
| 2..... | | | | |
| 3..... | | | | |

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

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

1.....

2.....

3.....

4.....

Part 2(d) – Interest in the Firm:

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

I certify that the information given above is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

- Attach proof of citizenship

SECTION B

INSTRUCTION TO TENDERERS

INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS.

1. General

- 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 said Appendix.
- 1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
 - (a) copies of certificates of registration, and principal place of business;
 - (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 clients who may be contacted for further information on these contracts;
 - (d) major items of construction equipment owned;
 - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
 - (g) authority to seek references from the Tenderer's bankers.
- 1.3 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.
- 1.4 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.

2. Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 herebelow:-
- (a) These instructions to Tenderers
 - (b) Form of Tender
 - (c) Conditions of Contract and Appendix to Conditions of Contract
 - (d) Specifications
 - (e) Drawings
 - (f) Bills of Quantities/Schedule of Rates (whichever is applicable)
 - (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.
- 2.3 A prospective Tenderer requiring any clarification of the tendering 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 respond to any request for clarification received earlier than seven [7] 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 herebelow.

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) The Tender;
 - (b) Tender Security;

- (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
 - (d) Any other materials required to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. 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/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under 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 not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of 90 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.
- 3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.8 The original 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. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

4. Submission of Tenders

- 4.1 The tender duly filled and sealed in an envelope 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 Contractor 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.

- 4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.

Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.

- 4.4 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.
- 4.5 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.

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the 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 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.

- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
 - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
 - (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.
- 5.5 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] 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 tender price or substance of the tender shall be sought, offered or permitted.
- 5.6 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.

6. Award of Contract

- 6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.
- 6.2 Notwithstanding the provisions of 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” which 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. The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing the Performance Security and signing the Contract Agreement.
- 6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 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 amount stipulated in the Appendix to Conditions of Contract.

APPENDIX TO SECTION B

1. For purposes of Instruction number 1.2 (a) in the Standard Instruction to Tenderers, tenderers shall be required to have been registered with Department of Public Works and Commissioner of VAT.
2. Instructions numbers 1.2 (b), (c), (d), (e), (f) and (g) of the Instruction to tenders shall not apply to this tender.
3. Instructions number 3.2 (b) in the standard instructions to Tenderers shall not apply to this tender.
4. Further to Instruction numbers 3.4 of the Standard instruction to Tenderers, this shall be a “fixed price Contract”,

SECTION C

CONDITIONS OF CONTRACT

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;

“Bills of Quantities” means the priced and completed Bill of Quantities forming part of the tender[where applicable].

“Schedule of Rates” means the priced Schedule of Rates forming part of the tender [where applicable].

“The Completion Date” means the date of completion of the Works as certified by the Employer’s Representative.

“The Contract” means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

“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.

“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 Employer’s Representative upon correction of defects by the Contractor.

“The Defects Liability Period” is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

“Drawings” include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

“Employer” Includes Central or Local Government administration, Universities, Public Institutions and Corporations and 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.

“Site” means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

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

“Employer’s Representative” is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

“Specification” means the Specification of the Works included in the Contract.

“Start Date” is the date when the Contractor shall commence execution of the Works.

“ 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 Employer’s Representative which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

2. Contract Documents

2.1 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) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,
- (7) Bills of Quantities or Schedule of Rates [whichever is applicable]

3. Employer's Representative's Decisions

- 3.1 Except where otherwise specifically stated, the Employer's Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

4. Works, Language and Law of Contract

- 4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. 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 Employer's Representative, and complete them by the Intended Completion Date.
- 4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

- 5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.
- 5.2 The Contractor shall be responsible for the safety of all activities on the Site.
- 5.3 Any thing of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

6 Work Program and Sub-contracting

- 6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.
- 6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7 The site

- 7.1 The Employer shall give possession of all parts of the Site to the Contractor.
- 7.2 The Contractor shall allow the Employer's Representative and any other person authorised by the Employer's Representative ,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.

8 Instructions

- 8.1 The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

9 Extension of Completion Date

- 9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.
- 9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;
Delay by:-
- (a) force majeure, or
 - (b) reason of any exceptionally adverse weather conditions, or
 - (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
 - (d) reason of the Employer's Representative's instructions issued under these Conditions, or
 - (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
 - (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
 - (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
 - (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance

with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or

- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) delay in receiving possession of or access to the Site.

10 Management Meetings

- 10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.
- 10.2 Communication between parties shall be effective only when in writing.

11 Defects

- 11.1 The Employer's Representative 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 Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative 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.
- 11.2 The Employer's Representative 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.
- 11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect

within the time specified in the Employer's Representative's notice, the Employer's Representative 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.

12 Bills of Quantities/Schedule of Rates

- 12.1 The Bills of Quantities/Schedule of Rates 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 rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.
- 12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13 Variations

- 13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.
- 13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14 Payment Certificates and Final Account

- 14.1 The Contractor shall be paid after each of the following stages of Work listed herebelow (subject to re-measurement by the Employer's

Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.

- (i) Advance payment _____ (*percent of Contract Price, [after Contract execution] to be inserted by the Employer*).
 - (ii) First stage (*define stage*) _____
 - (iii) Second stage (*define stage*) _____
 - (iv) Third stage (*define stage*) _____
 - (v) After defects liability period .
- 14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application .The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.
- 14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect 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 Employer's Representative shall issue within 21 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 Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.
- 14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15. Insurance

- 15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

16. Liquidated Damages

- 16.1 The Contractor shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

17. Completion and Taking Over

- 17.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

18. Termination

- 18.1 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 continuously without reasonable cause or authority from the Employer's Representative;
- (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in subclauses 14.2 and 14.3 hereabove.
- (d) the Employer's Representative 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.

- 18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative 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.

19. Payment Upon Termination

- 19.1 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 Site, plant, equipment and temporary works.
- 19.2 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 Employer's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, 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.
- 19.3 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 therefor the Employer's Representative 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.

20. Corrupt Gifts and Payments of Commission

- 20.1 The Contractor shall not;
- (a) Offer or give or agree to give to any person in the service of the Employer any gifts 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 with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.
 - (b) 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 Laws of Kenya.

21. Settlement of Disputes

- 21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party 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 of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name of Employer: **CHIEF EXECUTIVE OFFICER,
NATIONAL AUTHORITY FOR THE CAMPAIGN AGAINST
ALCOHOL AND DRUG ABUSE
P. O. BOX 10774 - 00100,
NAIROBI**

The name (and identification number) of the Contract is **PROPOSED BURLAR
PROOFING AT NACADA NAIROBI REGIONAL OFFICE**

TENDER NO.: DWO/LNGT/NAC/01/2015-2016

The Start Date shall be as **Instructed by the Project Manager**

The Intended Completion Date for the whole of the Works is: **6 Weeks from the
Date of Commencement**

The following documents also form part of the Contract:

The Site Possession Date shall be **as instructed by Project Manager**

The Site is located at
And is defined in drawings nos.

The Defects Liability Period is 180 days.

The Price Adjustment Clause **SHALL NOT** apply

Amount of Tender Security is **Kshs.....**Note: This amount should be
between one (1) percent and three (3) percent of the value of the Works)

The name and Address of the Employer for the purposes of submission of tenders
is...**as indicated in the invitation letter**.....

The tender opening date and time is **as in invitation letter**

| ITEM | DESCRIPTION | KSHS |
|------|---|------|
| | <p data-bbox="289 245 773 277"><u>PARTICULAR PRELIMINARIES</u></p> <p data-bbox="207 346 232 375">A</p> <p data-bbox="289 342 862 373">PRICING ITEMS OF PRELIMINARIES</p> <p data-bbox="289 384 1203 489">Prices SHALL BE INSERTED against items of “preliminaries” in the tenderer’s priced Bills of Quantities. The contractor is advised to read and understand all preliminary items.</p> <p data-bbox="207 558 232 588">B</p> <p data-bbox="289 552 769 583">DESCRIPTION OF THE WORKS</p> <p data-bbox="289 594 1183 699">The PROPOSED WORKS works to be carried out under this contract involves; part partitioning of offices and Burglar proofing at Nacada offices located at 5th floor NHIF,Community area.</p> <p data-bbox="207 829 232 858">C</p> <p data-bbox="289 823 565 854">MEASUREMENTS</p> <p data-bbox="289 865 1208 1117">In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.</p> <p data-bbox="207 1167 232 1197">D</p> <p data-bbox="289 1161 599 1192">LOCATION OF SITE</p> <p data-bbox="289 1203 1208 1350">The site of the proposed works is located on 5th floor wing at NHIF,NACADA REGIONAL OFFICE .The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor’s failure to do so will be entertained.</p> <p data-bbox="207 1421 232 1451">E</p> <p data-bbox="289 1415 912 1446">SIGNING OF THE TENDER DOCUMENTS</p> <p data-bbox="289 1457 1110 1530">The bidder shall append his / her signature and / or company ‘s rubberstamp on the tender document.</p> | |
| | <i>PP/1 Carried to collection</i> | |

| ITEM | DESCRIPTION | KSHS |
|---|--|------|
| <p>A</p> <p>DEMOLITIONS AND ALTERATIONS</p> <p>The Contractor is to allow for all temporary protection required during the works including ordinary and special dust screens, hoardings, barriers, warning signs, etc as directed by the Project Manager and as necessary for the adequate propping and protection of existing property, finishes, workmen employed on the site, employer's agents and the public. Any damage or loss incurred due to the insufficiency of such protection must be made good by the Contractor. All protective devices are to be removed on completion of the works and any necessary making good consequent upon this is to be executed to the satisfaction of the Project Manager</p> <p>The works shall be propped, strutted and supported as necessary before any alteration or demolition work commences. Prices shall include for all cleaning and preparatory work to structure and finishes and for making good to all finishes on completion whether or not specifically described.</p> <p>Unless described as set aside for re-use all arising debris and surplus materials shall be carefully removed from building and carted away from site.</p> <p>The Contractor shall be entirely responsible for any breakage or damage which may occur to materials required for re-use during their removal unless it is certified by the Project Manager that such damage or breakage was inevitable as a result of the condition of the item concerned</p> <p>B</p> <p>CLEARING AWAY</p> <p>The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager.</p> <p>The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.</p> <p>C</p> <p>CLAIMS</p> <p>It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and / or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such a claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claim shall be entertained upon the expiry of the said contract period.</p> | | |
| | <i>PP/2 Carried to collection</i> | |

| ITEM | DESCRIPTION | KSHS |
|------|--|------|
| A | <p>PAYMENTS</p> <p>The tenderer's attention is drawn to the fact that the GOVERNMENT DOES NOT MAKE ADVANCE PAYMENTS but pays for work done and materials delivered to sit: all in accordance with Clause 23 of the Conditions of Contract Agreement. In order to facilitate this, a list of the general component elements for the works is given at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said elements</p> | |
| B | <p>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</p> <p>The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is thus instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of activities being carried out by the Client. The Contractor shall allow in his rates any expense he deemed necessary by taking such care within the site.</p> | |
| C | <p>WORKING CONDITIONS</p> <p>The Contractor shall allow in his rates for any interference that he may encounter in the course of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the facility will be operating as usual during the course of the contract.</p> | |
| D | <p>SIGNBOARD</p> <p>Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.</p> | |
| E | <p>LABOUR CAMPS</p> <p>The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.</p> | |
| F | <p>MATERIALS FROM DEMOLITIONS</p> <p>Any materials arising from demolitions and not re-used shall become the property of the Employer. The Contractor shall allow in his rates the cost of transporting the demolished materials to the Employer,</p> | |
| | <i>PP/3 Carried to collection</i> | |

| ITEM | DESCRIPTION | KSHS |
|---|--|------|
| <p>A</p> <p>B</p> <p>C</p> <p>D</p> <p>E</p> <p>F</p> | <p>PRICING RATES The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.</p> <p>SECURITY The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.</p> <p>URGENCY OF THE WORKS The Contractor is notified that these “ works are urgent” and should be completed within the period stated in these Particular Preliminaries. The Contractor shall allow in his rates for any costs he/ she deems that he/she may incur by having to complete these works within the stipulated contract period.</p> <p>PAYMENT FOR MATERIALS ON SITE All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.</p> <p>EXISTING SERVICES Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.</p> <p>BID SECURITY The Bidder shall furnish, as part of his bid, a security as specified in the tender advertisement. The bid security shall, at the bidder’s option, be in the form of a certified cheque, bank draft, standby letter of credit or guarantee from a reputable bank located in Kenya or foreign bank which has been determined by the bidder to be acceptable to the Government. The format of the bank guarantee shall be in accordance with the sample forms of bid security included in the post qualification forms, other formats may be permitted, subject to the prior approval of the Government. Letters of credit, bank Guarantees issued as surety for the bid shall be valid for a period of One Hundred and Twenty (120) days from the date of Tender Opening.</p> | |
| | <i>PP/4 Carried to collection</i> | |

| ITEM | DESCRIPTION | KSHS |
|---|--|------|
| <p>A</p> <p>B</p> <p>A</p> <p>C</p> | <p>PERFORMANCE BOND A bond of 5% of the contract sum will be required in accordance with clause 6.00 (as amended) on award of contract of the Instructions to Tenderer's. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank.</p> <p>TENDER DOCUMENTS Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page STD/8</p> <p>DELIVERY OF TENDER Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the advertisement.</p> <p>Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the advertisement. Tenders delivered/received later than the above time will not be opened.</p> <p>VALUE ADDED TAX The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1st September, 1993 which requires payment of VAT on all contracts. The Contractor should therefore include allowance in his rates and prices for prices for VAT and any other Government taxes currently in force.</p> <p>The tenderer is advised that in accordance with Government public notice No. 35 & 36 Dated 11th September 2003 operational from 1st October 2003, VAT will be deducted against the contract sum at the prevailing rate by the Employer and remitted directly to the Commissioner of VAT through all interim certificates. It should however be noted that this is not additional tax but a new mode of payment for VAT, any excess payment will be refundable once the Contractor has submitted monthly returns to the Commissioner of VAT who will do the refunds when satisfied that the VAT regulations have been complied with.</p> <p>NB: VAT SHALL be added at the Grand summary page (GS/1)</p> | |
| | <i>PP/5 Carried to collection</i> | |

| ITEM | DESCRIPTION | KSHS |
|------|--|------|
| B | <p><u>PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT</u></p> <p>-</p> <p>The following are the insertions to be made in the appendix to the Contract Agreement: -</p> <p>Period of Final Measurement 3 Months From Practical completion</p> <p>Defects Liability Period 6 Months from Practical completion</p> <p>Date for Possession To be agreed with the Project Manager</p> <p>Date for Completion ...6... Weeks from date of Possession</p> <p>Liquidated and Ascertained At the rate of Kshs.. 10,000... per week or part thereof</p> <p>Prime cost sums for which The Contractor desires to tender</p> <p>Period of Interim Certificates Monthly</p> <p>Period of Honouring Certificates 30 days</p> <p>Percentage of Certified Value Retained 10%</p> <p>Limit of Retention Fund NIL</p> | |
| | <i>PP/6 Carried to collection</i> | |

| ITEM | DESCRIPTION <u>COLLECTION</u> | KSHS |
|------|--|-------------------|
| | <p>-</p> <p>Brought forward from page PP/1</p> <p>Brought forward from page PP/2</p> <p>Brought forward from page PP/3</p> <p>Brought forward from page PP/4</p> <p>Brought forward from page PP/5</p> <p>Brought forward from page PP/6</p> <p>Brought forward from page PP/7</p> | <p>-</p> <p>-</p> |
| | <p>PP/7 TOTAL FOR PARTICULAR PRELIMINARIES CARRIED TO SUMMARY OF PRELIMINARIES</p> | <p>-</p> |

| ITEM | DESCRIPTION | AMOUNT |
|---------------------------|---|--------|
| <p>-</p> <p>A.</p> | <p>GENERAL PRELIMINARIES</p> <p>PRICING ITEMS OF PRELIMINARIES AND PREAMBLES</p> <p>Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification.</p> <p>The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.</p> <p>B. ABBREVIATIONS</p> <p>Throughout these Bills, units of measurement and terms are abbreviated and shall be all the requirements for the proper execution of the whole of the works in the Contract.</p> <p><i>C.M.</i> Shall mean cubic metre</p> <p><i>S.M.</i> Shall mean square metre</p> <p><i>L.M.</i> Shall mean linear metre</p> <p><i>MM</i> Shall mean Millimetre</p> <p><i>Kg.</i> Shall mean Kilogramme</p> <p><i>No.</i> Shall mean Number</p> <p><i>Prs.</i> Shall mean Pairs</p> <p><i>B.S.</i> - Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I., England.</p> <p><i>Ditto</i> - Shall mean the whole of the preceding description except as qualified in the description in which it occurs.</p> <p><i>m.s.</i> Shall mean measured separately.</p> <p><i>a.b.d</i> Shall mean as before described.</p> | |
| | <i>GP/1 Carried to collection</i> | |

| ITEM | DESCRIPTION | AMOUNT |
|------------------|---|--------|
| <p>A.</p> | <p>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</p> <p><i>Attendance</i> ; Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:-</p> <p>Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same.</p> <p><i>Fix Only</i>:-</p> <p>"Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated),pay all demurrage charges, load and transport to site where necessary, unload, store,unpack, assemble as necessary, distribute to position, hoist and fix only.</p> <p>B. EMPLOYER</p> <p>The "Employer" is: NACADA</p> <p>The term "Employer" and "Government" wherever used in the contract document shall be synonymous</p> <p>C. PROJECT MANAGER</p> <p>The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the Government.</p> <p>D. ARCHITECT</p> <p>The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is County Works Officer , P.O. Box 42267, NAIROBI.</p> | |
| | <p><i>GP/2 Carried to collection</i></p> | |

| ITEM | DESCRIPTION | AMOUNT |
|----------|--|--------|
| A | <p>QUANTITY SURVEYOR</p> <p>The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is County Works Officer, P.O. Box 42267, NAIROBI.</p> | |
| B | <p>ELECTRICAL ENGINEER</p> <p>The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is County Works Officer, P.O. Box 42267, NAIROBI.</p> | |
| C | <p>MECHANICAL ENGINEER</p> <p>The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is County Works Officer, P.O. Box 42267, NAIROBI.</p> | |
| D | <p>STRUCTURAL ENGINEER</p> <p>The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is County Works officer, P.O. Box 42267, NAIROBI.</p> | |
| E | <p>FORM OF CONTRACT</p> <p>The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works(2000 Edition) included herein</p> <p>The Conditions of Contract are also included herein</p> <p><i>Conditions of Contract</i></p> <p>These are numbered from 1 to 37 as set out in pages 18 to 38 of these tender documents.</p> <p>Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities</p> | |
| | <i>GP/3 Carried to collection</i> | |

| ITEM | DESCRIPTION | AMOUNT |
|----------|---|--------|
| A | BOND | |
| | <p>The Contractor shall find and submit on the Form of Tender an approved bank who will be willing to be bound to the Government in an amount equal to five per cent (5) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the PROJECT MANAGER and who will, when and if called upon, sign a Bond to that effect on the relevant standard form included herein. (without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.</p> | |
| B | PLANT, TOOLS AND VEHICLES | |
| | <p>Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.</p> | |
| C | TRANSPORT. | |
| | <p>Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.</p> | |
| D | MATERIALS AND WORKMANSHIP. | |
| | <p>All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also ensure they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.</p> | |
| E | SIGN FOR MATERIALS SUPPLIED. | |
| | <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER</p> | |
| | <i>GP/4 Carried to collection</i> | - |

| ITEM | DESCRIPTION | AMOUNT |
|---|---|--------|
| <p>A</p> <p>B</p> <p>C</p> | <p>STORAGE OF MATERIALS</p> <p>The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p> <p>SAMPLES</p> <p>The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Roads, Housing and Public 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 PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.</p> <p>GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.</p> <p>Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople.</p> <p>The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps , passes for transport, etc. It is 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 works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.</p> | |
| | <i>GP/5 Carried to collection</i> | |

| ITEM | DESCRIPTION | AMOUNT |
|------|--|--------|
| A | <p>SECURITY OF WORKS ETC.</p> <p>The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.</p> | |
| B | <p>PUBLIC AND PRIVATE ROADS.</p> <p>Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER</p> | |
| C | <p>EXISTING PROPERTY.</p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER</p> | |
| D | <p>VISIT SITE AND EXAMINE DRAWINGS.</p> <p>The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.</p> | |
| E | <p>ACCESS TO SITE AND TEMPORARY ROADS.</p> <p>Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER The Contractor should also allow for relocating existing fence (approx. 30 metres long).</p> | |
| | <i>GP/6 Carried to collection</i> | |

| | | |
|---|---|--|
| A | <p>AREA TO BE OCCUPIED BY THE CONTRACTOR</p> <p>The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER</p> | |
| B | <p>OFFICE ETC. FOR THE PROJECT MANAGER</p> <p>The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the site office of the standard type, complete with furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.</p> | |
| C | <p>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</p> <p>The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER . The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.</p> | |
| D | <p>SANITATION OF THE WORKS</p> <p>The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER</p> | |
| | <p><i>GP/7 Carried to collection</i></p> | |

| ITEM | DESCRIPTION | AMOUNT |
|--|--|--------|
| <p>A</p> <p>B</p> <p>C</p> <p>D</p> <p>C.</p> | <p>SUPERVISION AND WORKING HOURS</p> <p>The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.</p> <p>PROVISIONAL SUMS.</p> <p>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement. Such sums are net and no addition shall be made to them for profit.</p> <p>PRIME COST (OR P.C.) SUMS.</p> <p>The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p> <p>PROGRESS CHART.</p> <p>The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.</p> <p>ADJUSTMENT OF P.C. SUMS.</p> <p>In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance"</p> | |
| | <i>GP/8 Carried to collection</i> | |

| ITEM | DESCRIPTION | AMOUNT |
|---|--|--------|
| <p>A</p> <p>ADJUSTMENT OF P.C. SUMS. Ctd.....</p> <p>Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p> <p>B</p> <p>ADJUSTMENT OF PROVISIONAL SUMS.</p> <p>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued as described for Variations, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p> <p>C</p> <p>NOMINATED SUB-CONTRACTORS</p> <p>When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".</p> <p>D</p> <p>DIRECT CONTRACTS</p> <p>Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.</p> | | |
| | <i>GP/9 Carried to collection</i> | |
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| ITEM | DESCRIPTION | AMOUNT |
|--|---|--------|
| <p>A</p> <p>ATTENDANCE UPON OTHER TRADESMEN, ETC.</p> <p>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p> <p>B</p> <p>INSURANCE</p> <p>The Contractor shall insure as required in Clause 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.</p> <p>C</p> <p>PROVISIONAL WORK</p> <p>All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.</p> <p>D</p> <p>ALTERATIONS TO BILLS, PRICING, ETC.</p> <p>Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.</p> | <p>GP/10 Carried to collection</p> | |

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|---|---|----------|
| A | <p>BLASTING OPERATIONS</p> <p>Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.</p> | |
| B | <p>MATERIALS ARISING FROM EXCAVATIONS</p> <p>Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER. Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.</p> | |
| C | <p>PROTECTION OF THE WORKS.</p> <p>Provide protection of the whole of the works contained in the Bills of Quantities, including casing , casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.</p> | |
| D | <p>REMOVAL OF RUBBISH ETC.</p> <p>Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.</p> | |
| E | <p>WORKS TO BE DELIVERED UP CLEAN</p> <p>Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER</p> | |
| | <p><i>GP/11Carried to collection</i></p> | <p>-</p> |

| ITEM | DESCRIPTION | AMOUNT |
|--|--|--------|
| <p>A.</p> <p>B.</p> <p>C.</p> <p>D.</p> <p>E.</p> | <p>GENERAL SPECIFICATION.</p> <p>For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads, Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.</p> <p>TRAINING LEVY</p> <p>The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 50,000.00 in value.</p> <p>MATERIALS ON SITE</p> <p>All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.</p> <p>HOARDING</p> <p>The Contractor shall enclose all the site under construction with a hoarding 2400 mm high consisting of iron sheets gauge 30 on 100 x 50 mm 2nd grade treated sawn cypress timber posts firmly secured at 1800 mm centres with two 75 x 50 mm 2nd grade treated sawn cypress timber rails. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.</p> <p>CONTRACTOR'S SUPERINTENDENCE/SITE AGENT</p> <p>The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p> | |
| | <i>GP/12 Carried to collection</i> | |

| ITEM | DESCRIPTION | AMOUNT |
|------|--|--|
| | <p style="text-align: center;"><u>COLLECTION</u></p> <p>Brought Forward From Page GP/ 1</p> <p>Brought Forward From Page GP/ 2</p> <p>Brought Forward From Page GP/ 3</p> <p>Brought Forward From Page GP/ 4</p> <p>Brought Forward From Page GP/ 5</p> <p>Brought Forward From Page GP/ 6</p> <p>Brought Forward From Page GP/ 7</p> <p>Brought Forward From Page GP/ 8</p> <p>Brought Forward From Page GP/ 9</p> <p>Brought Forward From Page GP/ 10</p> <p>Brought Forward From Page GP/ 11</p> <p>Brought Forward From Page GP/ 12</p> | <p style="text-align: center;">AMOUNT</p> <p style="text-align: center;">-</p> <p style="text-align: center;">-</p> <p style="text-align: center;">-</p> <p style="text-align: center;">-</p> <p style="text-align: center;">-</p> |
| | TOTAL FOR GENERAL PRELIMINARIES CARRIED TO SUMMARY OF PRELIMINARIES | - |

| ITEM | DESCRIPTION | QTY | UNIT | RATE | K.SHS |
|------|---|-----|------|------|-------|
| A | <p><u>PAINTING.</u></p> <p><u>Internal Walls</u></p> <p><u>Dry wall surfaces</u></p> <p>Rub down existing plastered surface and prepare surface to receive new paint</p> | 165 | SM | | |
| B | <p>Prepare and apply one undercoat and two finishing coats of first quality plastic emulsion paint to surfaces of walls; internal</p> | 165 | SM | | |
| | MW/I Carried to collection | | | | |

| ITEM | DESCRIPTION | QTY | UNIT | RATE | K.SHS |
|------|---|-----|------|------|-------|
| A | <u>Ceiling Finish</u> 600 x 600mm "Hunter-Douglas" or any other equal and approved Suspended miniaboard Accoustic ceiling including all the necessary aluminium suspended framing and branderings, panels suspension hangers, flush jointing and trap doors | 150 | SM | | |
| | <i>MW/2 Carried to collection</i> | | | | |

| ITEM | DESCRIPTION | QTY | UNIT | RATE | K.SHS |
|------|--|-----|------|------|-------|
| A | <p><u>Gypsum boards/MDF including mahogany timber framing and glazing; post formed; beige laminated with tapered and smooth sanded edges; including fixing accessories</u></p> <p>24mm thick Thick; to partitions</p> <p><u>DOORS</u></p> <p>-</p> <p><u>Aluminium framed glass door</u></p> <p><u>Supply and fix the following purpose made powder coated alluminium framed glass door consisting 80 x 45 mm aluminium frames; with 6 mm thick glass to architect s detail; including all necessary iron mongery and fixing to frames; all to manufacturers specification.</u></p> | 52 | SM | | |
| B | <p>- Overall Door size 900 x 2400 mm high</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> <p>-</p> | 6 | no | | |
| | <i>MW/3 Carried to collection</i> | | | | |

| ITEM | DESCRIPTION | QTY | UNIT | RATE | K.SHS |
|-----------------------------------|---|-----|------|------|-------|
| A | <p><u>Burglar proofing</u></p> <p><u>Mild steel burglar proofing to casement windows fabricated from 30 x 30 x 2mm</u></p> <p><u>Thick steel bars at 125 mm centres horizontally including drilling and securing to position</u></p> <p>- Overall size 1500 X 1500mm high as per Architect approval.</p> | 162 | sm | | |
| B | <p><u>Painting and Decorations</u></p> <p><u>On Metal work</u></p> <p><u>Prepare and apply three coats oil paint full gloss to Crown Solo or other equal and approved to: -</u></p> <p>Surfaces of metal (burglar proofing grills)</p> | 324 | sm | | |
| <i>MW/4 Carried to collection</i> | | | | | |

| ITEM | DESCRIPTION | QTY | UNIT | RATE | K.SHS |
|------|--|-----|------|------|-------|
| | <u>COLLECTION</u> From page MW/1 From page MW/2 From page MW/3 From page MW/4 | | | | |
| | <i>TOTAL CARRIED TO GRAND SUMMARY</i> | | | | |

| ITEM | DESCRIPTION | QTY | UNIT | RATE | K.SHS |
|------|---|-----|------|------|------------|
| | <p><u>PRIME COSTS & PROVISIONAL SUMS</u></p> <p><u>PROVISIONAL SUMS</u></p> <p><u>The following provisional sums are to be measured on completion and priced in accordance with the rates contained in these bills of quantities or prorata thereto or deducted in whole if not required</u></p> | | | | |
| A | Allow for Kenya shillings Fifty thousand (Kshs 50,000.00) only for Project management | | ITEM | | 50,000.00 |
| A | Allow for Kenya shillings One Hundred thousand (Kshs 100,000.00) only for Contingency sum | | ITEM | | 100,000.00 |
| | TOTAL FOR P.C. & PROVISIONAL SUMS CARRIED TO GRAND SUMMARY | | | | |

| ITEM | DESCRIPTION | SHS | SHS |
|------|---|-----------------------------|---------------------------------|
| | | FOR OFFICIAL USE | FOR CONTRACTOR'S USE |
| | <u>GRAND SUMMARY</u> | | |
| 1 | PRELIMINARIES | | |
| 3 | MEASURED WORK | | |
| 4 | PROVISIONAL SUMS | | |
| | Sub -Total | | |
| | VAT 16% | | |
| | TOTAL CARRIED TO FORM OF TENDER KSHS | | |

CONTRACTOR'S NAME.....

ADDRESS.....

DATE.....

SIGNATURE.....

WITNESS NAME,.....

DESCRIPTION.....

.....

DATE.....

SIGNATURE.....