



# REPUBLIC OF KENYA

MINISTRY OF TRANSPORT, INFRASTRUCTURE,  
HOUSING & URBAN DEVELOPMENT  
STATE DEPARTMENT OF PUBLIC WORKS

PROPOSED DRILLING AND EQUIPPING OF A BOREHOLE AT KINYANJUI TECHNICAL  
INSTITUTE -NAIROBI

**TENDER NO:** .....

## TENDER SPECIFICATIONS

FOR

DRILLING AND EQUIPPING OF A BOREHOLE AND ASSOCIATED WORKS

**PROJECT MANAGER**

COUNTY WORKS OFFICER  
MINISTRY OF PUBLIC WORKS  
P.O BOX 42267  
NAIROBI

**CLIENT**

THE PRINCIPAL  
KINYANJUI TECHNICAL INSTITUTE  
P.O Box 21280  
NAIROBI

**ELECTRICAL AND MECHANICAL ENGINEER**

COUNTY ELECTRICAL & MECHANICAL ENGINEER (BS)  
STATE DEPARTMENT OF PUBLIC WORKS  
P.O BOX 42267  
NAIROBI

**ARCHITECT**

COUNTY ARCHITECT  
STATE DEPARTMENT OF PUBLIC WORKS  
P.O BOX 42267  
NAIROBI

**QUANTITY SURVEYOR**

COUNTY QUANTITY SURVEYOR  
STATE DEPARTMENT OF PUBLIC WORKS  
P.O BOX 42267  
NAIROBI

**JUNE 2017**

# CONTENTS

1. **COVER PAGE**
2. **CONTENTS PAGE**
3. **DEFINITIONS**
4. **SIGNATURE AND SPECIAL NOTES**
5. **SECTION A:** STANDARDS FORMS
6. **SECTION B:** INSTRUCTIONS TO TENDERERS
7. **SECTION C** CONDITIONS OF CONTRACT
8. **SECTION D** SPECIFICATIONS
  - GENERAL SPECIFICATIONS
  - PARTICULAR SPECIFICATIONS
9. **SECTION E** PARTICULAR SPECIFICATION FOR DRILLING & EQUIPING A BOREHOLE
10. **SECTION G** BILLS OF QUANTITIES
11. **SECTION H** TECHNICAL SCHEDULE OF ITEMS TO SUPPLIED

# DEFINITIONS

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

- The Employer: - Government of the Republic of Kenya  
Represented by the **KINYANJUI TECHNICAL  
INSTITUTE Nairobi**
- Project Manager: - County Works Officer  
State Department Of Public Works  
P. O. Box 42267, NAIROBI
- Engineer: - County Electrical and Mechanical  
Engineer (Building Services)  
State Department Of Public Works  
P. O. Box 42267  
NAIROBI
- Quantity Surveyor - County Quantity Surveyor  
State 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  
County Works Officer -Nairobi
- Contractor - The Firm appointed to carry out the  
Works.

**REPUBLIC OF KENYA**

**STATE DEPARTMENT OF PUBLIC WORKS**

**BILLS OF QUANTITIES**

**PROPOSED DRILLING AND EQUIPPING OF A BOREHOLE AT KINYANJUI TECHNICAL  
INSTITUTE -NAIROBI**

Issued by

**COUNTY WORKS OFFICER**

State Department Of Public Works

**P. O. BOX 42267**

**NAIROBI.**

The contract for the above mentioned works entered into the..... day of ..... 2017, 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**

**The Principal  
Kinyanjui Technical Institute Nairobi**

**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 Officer**, Ministry 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, Ministry of Public Works, Nairobi County , Machakos Road 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.

**SECTION A**  
**STANDARD FORMS**

## **STANDARD FORMS**

1. Form of Invitation for Tenders
2. Form of Tender
3. Letter of Acceptance
4. Form of Agreement
5. Confidential Business Questionnaire
6. Industrial Training Act Cap 237

**FORM OF TENDER**

**To:** The County Works Officer  
State Department Of Public Works  
P.O. Box42267  
**NAIROBI**

Dear Sir,

**PROPOSED DRILLING AND EQUIPPING OF A BOREHOLE AT KINYANJUI TECHNICAL INSTITUTE -NAIROBI**

In accordance with the Instructions to Tenderers, Conditions of Contract, Specifications and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of:

Kshs.....***[Amount in figures]***

Kenya Shillings.....  
.....  
.....***[Amount in words]***

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.

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

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

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

Dated this ..... day of .....20.....

Signature .....in the capacity of .....

duly authorized to sign tenders for and on behalf of:

.....**[Name of Tenderer]**

of.....**[Address of Tenderer]**

**PIN No.** .....

**VAT CERTIFICATE No.** .....

**Witness:** Name .....

Address .....

Signature .....



## 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 Government of Kenya \_\_\_\_\_  
(hereinafter called "the Contractors" ) on the other part  
**whereas THE Employer is desirous that the Contractor execute The Proposed  
Drilling and Equipping of A borehole**

Tender No. .... (Here after called "the Works" ) and the Employer has accepted the tender by the Contractor for the execution and completion of the such works and the remedying of any defects therein.

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 and they shall be deemed to form and be read and construed as part of this Agreement..
2. 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.
3. 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.

XX

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

Signature of Authorized Officer \_\_\_\_\_  
Administrative Secretary, (.....)

Signature Employer \_\_\_\_\_  
(.....)

XX

Binding Signature of Contractors \_\_\_\_\_  
.....

In the Presence of: -

(i) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

**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 (2d) 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:

Kenya Shillings.....

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.	.....	.....	.....	.....
4.	.....	.....	.....	.....

**Part 2(c) – Registered Company**

Private or Public .....

State the nominal and issued capita of the company:

Nominal KShs. ....

Issued KShs. ....

Give details of all directors as follows:

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

**Part 2(d) Interest in the Firm:**

Is there any person/persons in the employment of the Government of Kenya WHO has interest in this firm? Yes/No ..... (Delete as necessary)

I certify that the above information is correct.

.....  
Title

.....  
Signature

.....  
Date

\* Attach proof of citizenship

**INDUSTRIAL TRAINING ACT, CAP 237**

**EMPLOYMENT OF APPRENTICE**

In accordance with the Industrial Training Act, CAP 237 Laws of Kenya, you are hereby required to declare the number of apprentices presently engaged or to be engaged in the event of your firm or company being awarded this contract. The said Act authorizes the Director of Industrial Training to make reimbursement of the training costs of apprenticeship together with the payments of annual grants in relation thereto to all employers who have apprentices registered with the Directorate in accordance with the said Act.

An employer becomes liable to pay a training levy at the rate of 4% whenever the total contract amount exceeds Ksh. 50,000/=.

Please indicate as below:-

<b><u>NAME OF APPRENTICE</u></b>	<b><u>TRADE</u></b>
1.....	.....
2.....	.....
3.....	.....
4.....	.....
5.....	.....

Also indicate the additional number of apprentices you will engage in the event that you are awarded this contract.

<b><u>NAME OF APPRENTICE</u></b>	<b><u>TRADE</u></b>
1.....	.....
2.....	.....
3.....	.....
4.....	.....
5.....	.....

Name of project (contract) for which you are now tendering.

<b><u>CONTRACT ITEM NO.</u></b>	<b><u>CONTRACT JOB NO.</u></b>
.....	.....

Value of contract.                      Kshs. ....

Name of Contractor .....

Address .....

Signature .....

Date .....

NOTE:-        The tender shall; not be subject to consideration unless you recruit or have apprentices in your establishment.

## 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 of .....20.....

THE CONDITIONS of this obligation are:

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

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

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 \_\_\_\_\_

**SECTION B**

**INSTRUCTION TO TENDERERS**



# INSTRUCTIONS TO TENDERERS

## CONTENTS

<b>CLAUSE NUMBERS</b>		<b>PAGE</b>
	<b><u>DESCRIPTION</u></b>	
	<b><u>GENERAL</u></b>	
1.	Definitions .....	B-1
2.	Eligibility and Qualification Requirements .....	B-1-B-2
3.	Cost of Tendering .....	B-3
4.	Site Visit .....	B-3
	<b>TENDER DOCUMENTS</b>	
5.	Tender Documents .....	B-3-B-4
6.	Clarification of Tender Documents .....	B-4
7.	Amendments of Tender Documents .....	B-4-B-5
	<b>PREPARATION OF TENDER</b>	
8.	Language of Tender .....	B-5
9.	Documents Comprising the Tender .....	B-5
10.	Tender Prices .....	B-5-A-6
11.	Currencies of Tender and Payment .....	B-7
12.	Tender Validity .....	B-7-A-8
13.	Tender Surety .....	B-8
14.	No Alternative Offers .....	B-8
15.	Format and Signing of Tenders .....	B-9
	<b>SUBMISSION OF TENDERS</b>	
16.	Sealing and Marking of Tenders .....	B-10
17.	Deadline and Submission of Tenders .....	B-10
18.	Modification and Withdrawal of Tenders .....	B-10-A-11
	<b>TENDER OPENING AND EVALUATION</b>	
19.	Tender Opening .....	B-11
20.	Process to be Confidential .....	B-12
21.	Clarification of Tenders .....	B-12

PAGE

22. Determination of Responsiveness ..... B-12-B-13  
23. Correction of Errors .....B-13  
24. Conversion to Single Currency .....B-13  
25. Evaluation and Comparison of Tenders .....B-13-B-14

**AWARD OF CONTRACT**

26. Award ..... B-14  
27. Notification of Award ..... B-15  
28. Performance Guarantee .....B-15  
29. Advance Payment .....B-16  
  
30. Appendix to Instructions to Tenderers .....B-17

## **INSTRUCTION TO TENDERERS**

Note: The tenderer must comply with the following conditions and instructions and failure to do so is liable to result in rejection of the tender.

### GENERAL

#### 1. Definitions

- (a) **“Tenderer”** means any person or persons partnership firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications, Drawings and Bills of Quantities for the work contemplated, acting directly or through a legally appointed representative.
- (b) **“Approved tenderer”** means the tenderer who is approved by the Employer.
- (c) Any noun or adjective derived from the word **“tender”** shall be read and construed to mean the corresponding form of the noun or adjective **“bid”**. Any conjugation of the verb “tender” shall be read and construed to mean the corresponding form of the verb “bid.”
- (d) **“Employer”** means a Central Government Ministry, Local Authority, State Corporation or any other Public Institution.

#### 2. Eligibility and Qualification Requirements

- 2.1 This invitation to tender is open to all tenderers.
- 2.2 To be eligible for award of Contract, the tenderer shall provide evidence satisfactory to the Employer of their eligibility under Sub clause 2.1 above and of their capability and adequacy of resources to effectively carry out the subject Contract. To this end, the tenderer shall be required to update the following information already submitted during prequalification:-
  - (a) Details of experience and past performance of the tenderer on the works of a similar nature within the past five years and details of current work on hand and other contractual commitments.
  - (b) The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site.

- (c) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.
- (d) Details of subcontractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with clause 4 of the Conditions of Contract.
- (e) A draft Program of Works in the form of a bar chart and Schedule of Payment which shall form part of the Contract if the tender is accepted. Any change in the Program or Schedule shall be subjected to the approval of the Engineer.
- (f) Details of any current litigation or arbitration proceedings in which the Tenderer is involved as one of the parties.

### 2.3 Joint Ventures

Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:-

- (a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners.
- (b) One of the partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- (c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.
- (d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender).
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

3. Cost of Tendering

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, regardless of the conduct or outcome of the tendering process.

4. Site Visit

4.1 The Tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility.

4.2 The Tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the Tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.

4.3 The Employer shall organize a site visit at a date to be notified. A representative of the Employer will be available to meet the intending tenderers at the Site.

Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.

Each Tenderer shall complete the Certificate of Tenderer's Visit to the Site, whether he in fact visits the Site at the time of the organized site visit or by himself at some other time.

TENDER DOCUMENTS

5. Tender Documents

5.1 The Tender documents comprise the documents listed here below and should be read together with any Addenda issued in accordance with Clause 7 of these instructions to tenderers.

- a. Form of Invitation for Tenders
- b. Instructions to Tenderers

- c. Form of Tender
- d. Appendix to Form of Tender
- e. Form of Tender Surety
- f. Statement of Foreign Currency Requirements
- g. Form of Performance Security
- h. Form of Agreement
- i. Form of Advance payment Bank Guarantee
- j. Schedules of Supplementary Information
- k. General Conditions of Contract – Part I
- l. Conditions of Particular Application – Part II
- m. Specifications
- n. Bills of Quantities
- o. Drawings

5.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the tenderer's own risk. Pursuant to clause 22 of Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the tender documents will be rejected.

5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "private and confidential".

## 6. Clarification of Tender Documents

6.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by telex, cable or facsimile at the Employer's mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification which he receives earlier than 28 days prior to the deadline for the submission of tenders. Written copies of the Employer's response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.

## 7. Amendment of Tender Documents

7.1 At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by issuing Addenda.

- 7.2 Any Addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.
- 7.3 If during the period of tendering, any circular letters (tender notices) shall be issued to tenderers by, or on behalf of, the Employer setting forth the interpretation to be placed on a part of the tender documents or to make any change in them, such circular letters will form part of the tender documents and it will be assumed that the tenderer has taken account of them in preparing his tender. The tenderer must promptly acknowledge any circular letters he may receive.
- 7.4 In order to allow prospective tenderers reasonable time in which to take the Addendum into account in preparing their tenders, the Employer may, at his discretion, extend the deadline for the submission of tenders.

## PREPARATION OF TENDERS

### 8. Language of Tender

- 8.1 The tender and all correspondence and documents relating to the tender exchanged between the Tenderer and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the Tenderer with the tender may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the tender, the English language shall prevail.

### 9. Documents Comprising the Tender

- 9.1 The tender to be prepared by the Tenderer shall comprise: the Form of Tender and Appendix thereto, a Tender Surety, the Priced Bills of Quantities and Schedules, the information on eligibility and qualification, and any other materials required to be completed and submitted in accordance with the Instructions to Tenderers embodied in these tender documents. The Forms, Bills of Quantities and Schedules provided in the tender documents shall be used without exception (subject to extensions of the schedules in the same format and to the provisions of clause 13.2 regarding the alternative forms of Tender Surety].

### 10. Tender Prices

- 10.1 All the insertions made by the Tenderer shall be made in INK and the tenderer shall clearly form the figures. The relevant space in the Form of Tender and Bills of Quantities shall be completed accordingly

Without interlineations or erasures except those necessary to correct errors made by the Tenderer in which case the erasures and interlineations shall be initialed by the person or persons signing the tender.

- 10.2 A price or rate shall be inserted by the Tenderer for every item in the Bills of Quantities whether the quantities are stated or not items against which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.
- The prices and unit rates in the Bills of Quantities are to be the full [all-inclusive] value of the work described under the items, including all costs and expenses which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. All duties and taxes and other levies payable by the Contractor under the Contract or for any other cause as of the date 28 days prior to the deadline for the submission of tenders, shall be included in the rates and prices and the total tender prices submitted by the Tenderer.

Each price or unit rate inserted in the Bills of Quantities should be a realistic estimate for completing the activity or activities described under that particular item and the Tenderer is advised against inserting a price or rate against any item contrary to this instruction.

Every rate entered in the Bills of Quantities, whether or not such rate be associated with a quantity, shall form part of the Contract. The Employer shall have the right to call for any item of work contained in the Bills of Quantities, and such items of work to be paid for at the rate entered by the Tenderer and it is the intention of the Employer to take full advantage of unbalanced low rates.

- 10.3 Unless otherwise specified the Tenderer must enter the amounts representing 10% of the sub-total of the summary of the Bills of Quantities for Contingencies and Variation of Prices [V.O.P.] payments in the summary sheet and add them to the sub-total to arrive at the tender amount.
- 10.4 The Tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of unit rates for the supply of items listed in the Conditions of Contract clause 47 where appropriate.
- 10.5 The rates and prices quoted by the Tenderer are subject to adjustment during the performance of the Contract only in accordance with the provisions of the Conditions of Contract. The Tenderer shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under clause 47 of the Conditions of Contract Part II.



## 11. Currencies of Tender and Payment

- 11.1 Tenders shall be priced in Kenya Shillings and the tender sum shall be in Kenya Shillings.
- 11.2 Tenderers are required to indicate in the Statement of Foreign Currency Requirements, which forms part of the tender, the foreign currency required by them. Such currency should generally be the currency of the country of the Tenderer's main office. However, if a substantial portion of the Tenderer's expenditure under the Contract is expected to be in countries other than his country of origin, then he may state a corresponding portion of the contract price in the currency of those other countries. However, the foreign currency element is to be limited to two (2) different currencies and a maximum of 30% (thirty percent) of the Contract Price.
- 11.3 The rate of rates of exchange used for pricing the tender shall be selling rate or rates of the Central Bank ruling on the date thirty (30) days before the final date for the submission of tenders.
- 11.4 Tenderers must enclose with their tenders, a brief justification of the foreign currency requirements stated in their tenders.

## 12. Tender Validity

- 12.1 The tender shall remain valid and open for acceptance for a period of one hundred and twenty (120) days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 7.4 here above) whichever is the later.
- 12.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the Tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile. A Tenderer may refuse the request without forfeiting his Tender Surety. A Tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

## 13. Tender Surety

- 13.1 The Tenderer shall furnish as part of his tender, a Tender Surety in the amount stated in the Appendix to Instructions to Tenderers.
- 13.2 The unconditional Tender Surety shall be in Kenya Shillings and be in form of a certified cheque, a bank draft, an irrevocable letter of credit or a guarantee from a reputable Bank approved by the Employer located in the Republic of Kenya.

The format of the Surety shall be in accordance with the sample form of Tender Surety included in these tender documents; other formats may be permitted subject to the prior approval of the Employer. The Tender Surety shall be valid for twenty eight (28) days beyond the tender validity period.

13.3 Any tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.

13.4 The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible but not later than twenty eight (28) days after concluding the Contract execution and after a Performance Security has been furnished by the successful Tenderer. The Tender Surety of the successful Tenderer will be returned upon the Tenderer executing the Contract and furnishing the required Performance Security.

13.5 The Tender Surety may be forfeited:

- (a) if a Tenderer withdraws his tender during the period of tender validity: or
- (b) in the case of a successful Tenderer, if he fails
  - (i) to sign the Agreement, or
  - (ii) to furnish the necessary Performance Security
- (c) if a Tenderer does not accept the correction of his tender price pursuant to clause 23.

14. No Alternative Offers

14.1 The Tenderer shall submit an offer, which complies fully with the requirements of the tender documents.

Only one tender may be submitted by each Tenderer either by himself or as partner in a joint venture.

14.2 The Tenderer shall not attach any conditions of his own to his tender. The tender price must be based on the tender documents. The Tenderer is not required to present alternative construction options and he shall use without exception, the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price.

**-Any Tenderer who fails to comply with this clause will be disqualified.**

15. Pre-Tender Meeting

15.1 The Tenderer's designated representative is invited to attend a pre-

tender meeting, which if convened, will take place at the venue and time stated in the Invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

15.2 The Tenderer is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than seven days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:

(a) Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting, will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in --Clause 9 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of a tender notice pursuant to Clause 7 and not through the minutes of the pre-tender meeting.

(b) Non-attendance at the pre-tender meeting will not be cause for disqualification of a bidder.

## 16. Format and Signing of Tenders

16.1 The Tenderer shall prepare his tender as outlined in clause 9 above and mark appropriately one set "ORIGINAL" and the other "COPY".

16.2 The copy of the tender and Bills of Quantities shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. Proof of authorization shall be furnished in the form of the written power of attorney which shall accompany the tender. All pages of the tender where amendments have been made shall be initialed by the person or persons signing the tender.

16.3 The complete tender shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

### SUBMISSION OF TENDERS

## 17. Sealing and Marking of Tenders

17.1 The Tenderer shall seal the original and copy of the tender in separated envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". The envelopes shall then be sealed in an outer envelope.

- 17.2 The inner and outer envelopes shall be addressed to the Employer at the address stated in the Appendix to Instructions to Tenderers and bear the name and identification of the Contract stated in the said Appendix with a warning not to open before the date and time for opening of tenders stated in the said Appendix.
- 17.3 The inner envelopes shall each indicated the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the Tenderer.
- 17.4 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the Employer and returned to the Tenderer.

## 18 Deadline for Submission of Tenders

- 18.1 Tenders must be received by the Employer at the address specified in clause 17.2 and on the date and time specified in the Letter of Invitation, subject to the provisions of clause 7.4, 18.2 and 18.3.

Tenders delivered by hand must be placed in the “tender box” provided in the office of the Employer.

Proof of posting will not be accepted as proof of delivery and any tender delivered after the above stipulated time, from whatever cause arising will not be considered.

- 18.2 The Employer may, at his discretion, extend the deadline for the submission of tenders through the issue of an Addendum in accordance with clause 7, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 18.3 Any tender received by the Employer after the prescribed deadline for submission of tender will be returned unopened to the Tenderer.

## 19 Modification and Withdrawal of Tenders

- 19.1 The Tenderer may modify or withdraw his tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to prescribed deadline for submission of tenders.

The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of tenders, with the inner and outer envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.

- 19.2 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.3 No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender form. Withdrawal of a tender during this interval will result in the forfeiture of the Tender Surety.
- 19.4 Subsequent to the expiration of the period of tender validity prescribed by the Employer, and the Tenderer having not been notified by the Employer of the award of the Contract or the Tenderer does not intend to conform with the request of the Employer to extend the prior of tender validity, the Tenderer may withdraw his tender without risk of forfeiture of the Tender Surety.

### TENDER OPENING AND EVALUATION

#### 20 Tender Opening

- 20.1 The Employer will open the tenders in the presence of the tenderers' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 20.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.
- 20.3 At the tender opening, the Employer will announce the Tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.
- 20.4 The Employer shall prepare minutes of the tender opening including the information disclosed to those present.
- 20.5 Tenders not opened and read out at a tender opening shall not be considered further for evaluation, irrespective of the circumstances.

21 Process to be Confidential

21.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of Contract is announced.

21.2 Any effort by a Tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the Tenderer's tender.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation and comparison of tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdown of unit prices. The request for clarification and the response shall be in writing or by cable, facsimile or telex, but no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by the employer during the evaluation of the tenders in accordance with clause 24.

22.2 No Tenderer shall contact the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, he shall do so in writing.

23 Determination of Responsiveness

23.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.

23.2 For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation and has a valid bank guarantee. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the tenderers obligations under the Contract and the rectification of which would affect unfairly the competitive position of other tenderers who have presented substantially responsive tenders.

23.3 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced in relation to the Employer's estimate of the works to be performed under any item or groups of items, the tender shall be deemed not responsive.

23.4 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the Tenderer by correction of the non-conforming deviation or reservation.

## 24 Correction of Errors

Tenders determined to be substantially responsive shall be checked by the Employer for any arithmetic errors in the computations and summations. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case adjustment will be made to the entry containing that error.
- (c) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 13.

## 25 Conversion to Single Currency

25.1 For compensation of tenders, the tender price shall first be broken down into the respective amounts payable in various currencies by using the selling rate or rates of the Central Bank of Kenya ruling on the date twenty eight (28) days before the final date for the submission of tenders.

25.2 The Employer will convert the amounts in various currencies in which the tender is payable (excluding provisional sums but including Day works where priced competitively) to Kenya Shillings at the selling rates stated in clause 25.1.

## 26 Evaluation and Comparison of Tenders

26.1 The Employer will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.

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

- (a) Making any correction for errors pursuant to clause 24.
  - (b) Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.
- 26.3 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- 26.4 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.
- 26.5 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful Tenderer under the Contract.
- 26.6 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a non-indigenous sub-contractor.

#### AWARD OF CONTRACT

#### 27 Award

- 27.1 Subject to clause 27.2, the Employer will award the Contract to the Tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works.
- 27.2 The Employer reserves the right to accept or reject any tender, and to annual the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer's action.



## 28 Notification of Award

- 28.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful Tenderer by cable, telefax or telex and confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called "Letter of Acceptance") shall name the sum (hereinafter and in all Contract documents called "the Contract Price"), which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.
- 28.2 Notification of award will constitute the formation of the Contract.
- 28.3 Upon the furnishing of a Performance Security by the successful Tenderer, the unsuccessful tenderers will promptly be notified that their tenders have been unsuccessful.
- 28.4 Within twenty-eight [28] days of receipt of the form of Contract Agreement from the Employer, the successful Tenderer shall sign the form and return it to the Employer together with the required Performance Security.

## 29 Performance Guarantee

- 29.1 Within twenty eight [28] days of receipt of the notification of award from the Employer, the successful Tenderer shall furnish the Employer with a Performance Security in an amount stated in the Appendix to Instructions to Tenderers.
- 29.2 The Performance Security to be provided by the successful Tenderer shall be an unconditional Bank Guarantee issued at the Tenderer's option by an established and a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements namely, a performance security payable in foreign currencies (based upon the exchange rates determined in accordance with clause 35.4 of the Conditions of Contract) and a performance security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.
- 29.3 Failure of the successful Tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract the Employer may award the Contract to the next ranked Tenderer.

### 30 Advance Payment

An advance payment, if approved by the Employer, shall be made under the Contract, if requested by the Contractor, in accordance with clause 33.1 of the Conditions of Contract. The Advance Payment Guarantee shall be denominated in the proportion and currencies named in the form of foreign currency requirements. For each currency, a separate guarantee shall be issued. The guarantee shall be issued by a bank located in the Republic of Kenya, or a foreign bank through a correspondent bank located in the Republic of Kenya, in either case subject to the approval of the Employer.

## **APPENDIX TO INSTRUCTIONS TO TENDERERS**

### **1. CLAUSE 2.1**

Change to read, “This invitation to tender is open to all tenderers in the category specified.”

### **2. ADD TO CLAUSE 3.1**

The Site is located at **Kinyanjui Technical Institute, Nairobi**

### **3. OMIT**

Clauses 4.3, 5.1 (a), (d), (f),(h), (i), (j),10.3,10.4,11.2, 11.3,11.4,15,25,26.6,30

### **4. ADD TO CLAUSE 13.1**

Amount of Tender Security is ..... **(Validity period – 150 days)**

### **5. ADD TO CLAUSE 13.2**

Tender security to be valid for 30 days beyond Tender Validity period  
**(Validity period – 150 days)**

### **6. CLAUSE 17.2**

The name and Address of the Employer’s representative for the purposes of submission of tenders is **Quantity Surveyor**, State Department Of Public Works, **P.O. Box 42267, NAIROBI**

### **7. CLAUSE 20**

The tender opening date and time is **as stated in the Invitation Letter**

### **8. ADD TO CLAUSE 29.1**

Amount of performance security will be five per cent (5%) bank guarantee of the subcontract price or from approved insurance firms

### **9. ADD TO CLAUSE 29.2**

Performance security shall not be divided in two elements and shall be payable in Kenya Shillings Only.

## **10. ADD TO CLAUSE 24**

- (i) In the event of a discrepancy between the tender amount as stated in the form of tender and the corrected tender figure in the main summary of the bills of quantities the amount as stated in the form of tender shall prevail.
- (ii) The correction factor shall be computed by expressing the difference between the amount and the corrected tender sum as a percentage of the corrected sub-contact works. (i.e. corrected tender sum less PC and provisional sums)
- (iii) The error correction factor shall be applied to all sub-contract works (as a rebate or addition as the case may be) for the purposes of valuations for interim certificates and valuation of variations.

**SECTION C**

**CONDITIONS OF CONTRACT**

# CONDITIONS OF CONTRACT

## 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Employer”**, or the **“Procuring entity”** as defined in the Public Procurement Regulations (i.e. Central or Local Government administration, Universities, Public Institutions and Corporations, etc) is the party who employs the Contractor to carry out the Works.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2. Interpretation**

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

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



Contractor to carry out and complete the Works in accordance with these Conditions.

### **3. Language and Law**

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

### **4 Project Manager's Decisions**

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

### **5 Delegation**

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

### **6 Communications**

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

### **7 Subcontracting**

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

### **8 Other Contractors**

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

### **9 Personnel**

9.1 The Contractor shall employ the key personnel named in the Qualification Information, to carry out the functions stated in the said Information or other personnel approved by the Project Manager.

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

## **10 Works**

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

## **11 Safety and Temporary Works**

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

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

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

## **12. Discoveries**

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

## **13. Work Program**

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

The Contractor shall submit to the Project Manager for approval an updated program at intervals no longer than the period stated in the Appendix to Conditions of Contract. If the Contractor does not submit an updated program within this period, the Project Manager

may withhold the amount stated in the said Appendix from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted. The Project Manager's approval of the program shall not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Project Manager again at any time. A revised program shall show the effect of Variations and Compensation Events.

#### **14. Possession of Site**

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

#### **15. Access to Site**

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

#### **16. Instructions**

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

#### **17. Extension or Acceleration of Completion Date**

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

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

## **18. Management Meetings**

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

## **19. Early Warning**

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

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

## **20. Defects**

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

- 20.2 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- 20.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Project Manager's notice. If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

## **21. Bills Of Quantities**

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

## **22. Variations**

- 22.1 All variations shall be included in updated programs produced by the Contractor.
- 22.2 The Contractor shall provide the Project Manager with a quotation for carrying out the variations when requested to do so. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period as may be stated by the Project Manager and before the Variation is ordered.
- 22.3 If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the Bills of Quantities, the quotation by the

Contractor shall be in the form of new rates for the relevant items of Work.

- 22.4 If the Contractor's quotation is unreasonable, the Project Manager may order the variation and make a change to the Contract price, which shall be based on the Project Manager's own forecast of the effects of the variation on the Contractor's costs.
- 22.5 If the Project Manager decides that the urgency of varying the Work would prevent a quotation being given and considered without delaying the Work, no quotation shall be given and the variation shall be treated as a Compensation Event.
- 22.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 22.7 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

### **23. Payment Certificates, Currency of Payments and Advance Payments**

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

- 23.4 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 23.5 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 23.6 The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of any changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.
- 23.7 In the event that an advance payment is granted, the following shall apply:-
- a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.
  - b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.
  - c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

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

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

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

X<sup>1</sup> = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.

X<sup>11</sup> = the amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80% but not less than 20%.

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

## **24. Compensation Events**

24.1 The following issues shall constitute Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.
- (b) The Employer modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.



- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site investigation reports), from information available publicly and from a visual inspection of the Site.
  - (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional work required for safety or other reasons.
  - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
  - (i) The effects on the Contractor of any of the Employer's risks.
  - (j) The Project Manager unreasonably delays issuing a Certificate of Completion.
  - (k) Other compensation events described in the Contract or determined by the Project Manager shall apply.
- 24.2 If a compensation event would cause additional cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 24.3 As soon as information demonstrating the effect of each compensation event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.
- 24.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having co-operated with the Project Manager.
- 24.5 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Appendix to Conditions of Contract.

24.6 The Contractor shall give written notice to the Project Manager of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter.

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

## **25. Price Adjustment**

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

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

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

- (i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
- (ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out

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

(iii) No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

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

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

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

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

## **26. Retention**

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

## **27. Liquidated Damages**

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

## **28. Securities**

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

## **29. Dayworks**

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

## **30. Liability and Insurance**

- 30.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer's risks:
- (a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to;

- (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
    - (ii) negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
  - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.
- 30.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer's risk except loss or damage due to;
- (a) a defect which existed on or before the Completion Date.
  - (b) an event occurring before the Completion Date, which was not itself the Employer's risk
  - (c) the activities of the Contractor on the Site after the Completion Date.
- 30.3 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risk are Contractor's risks.
- The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Appendix to Conditions of Contract for the following events;
- (a) loss of or damage to the Works, Plant, and Materials;
  - (b) loss of or damage to Equipment;
  - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and
  - (d) personal injury or death.
- 30.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.

- 30.5 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 30.6 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

### **31. Completion and taking over**

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

### **32. Final Account**

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

### **33. Termination**

- 33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;
- (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Project Manager;
  - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;

- (c) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate) of issue.
  - (e) the Project Manager gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
  - (f) the Contractor does not maintain a security, which is required.
- 33.2 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Clause 33.1 above, the Project Manager shall decide whether the breach is fundamental or not.
- 33.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 33.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

#### **34. Payment Upon Termination**

- 34.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the Work done and materials ordered and delivered to Site up to the date of the issue of the certificate. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor.
- 34.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works.

- 34.3 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on the Site, plant, equipment and temporary works.
- 34.4 The Contractor shall, during the execution or after the completion of the Works under this clause remove from the Site as and when required, within such reasonable time as the Project Manager may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to or hired by him, and in default the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

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

### **35. Release from Performance**

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

### **36. Corrupt gifts and payments of commission**

The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Employer.



- (b) Enter into this or any other contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

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

### **37. Settlement Of Disputes**

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

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

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

37.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

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

# APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: **KINYANJUI TECHNICAL INSTITUTE**

Address: **P. O. Box 21280, Nairobi**

Name of Employer's Representative:

**COUNTY WORKS OFFICER**  
State Department Of Public Works  
**P. O. BOX 42267**  
**NAIROBI.**

Telephone: **559568 Nairobi**

The name (and identification number) of the Contract is .....

The Works consist of: **Drilling And Equipping of a Bore Hole**

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

The Intended Completion Date for the whole of the Works shall be **as indicated in the acceptance letter**

The following documents also form part of the Contract:

---

**N/A**

---

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

The Site is located at - **KINYANJUI Technical Institute , Nairobi**

and is defined in drawings nos. \_\_\_\_\_ **N/A**\_\_\_\_\_

The Defects Liability Period is \_\_\_\_\_ **180**\_\_\_\_\_ days.

Amount of Tender Security is ..... 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**

The tender opening date and time is **as indicated in the** (*insert tender opening date & time*)

**SECTION D**  
**SPECIFICATIONS**

**CONTENTS PAGE**

<b>ITEM</b>	<b>PAGE.</b>
1. General Specifications -----	D1-D4
2. Particular Specifications -----	

# GENERAL MECHANICAL SPECIFICATIONS

## 1. GENERAL

This section specifies the general requirements for plant, equipment and materials forming parts of the Contract Works and shall apply except where specifically stated else where in the specification or on the Contract Drawings.

## 2. QUALITY OF MATERIALS

All plant, equipment and materials supplied of the contract works shall be new and of first –class commercial quality, shall be free from defects and imperfections and where indicated shall be of grades and classifications designated herein.

All products or materials not manufactured by the contractor shall be of the products of reputable manufacturers and as far as the provisions of the specifications is concerned shall be as if they had been manufactured by the contractor.

Materials and apparatus required for the complete installation as called for by the specification and Contract Drawings shall be supplied by the Contractor unless mention is made otherwise.

Materials and apparatus supplied by others for installation and connected by the Contractor shall be carefully examined on receipt and stored. Should any defects be noted, the Contractor shall immediately notify the Engineer.

Defective equipment or that damaged in the course of installation or tests shall be replaced or required to the approval of the Engineer.

## 3. REGULATION AND STANDARDS

The Contract Works shall comply with the current editions of the following: -

- (a.) The Kenya Government Regulations
- (b.) The United Kingdom Institution of Electrical Engineering Regulations for the electrical equipment of buildings.
- (c.) The United Kingdom Chartered Institute of Building Services Guides.
- (d.) British Standards and codes of Practice as published by the British Standards Institution.
- (e.) The Local Council By-Laws
- (f.) THE Electricity Supply Authority By-laws
- (g.) Local Water Authority By-laws
- (h.) Kenya Building Code of Regulations
- (i.) Kenya Bureau of Standards.

#### 4. TRANSPORT AND STORAGE

All a plant and equipment shall, during transportation be suitably packed, crated and protected to minimize the possibility of damages and prevent corrosion or other deterioration.

On arrival at site all plant and equipment shall be examined and any damage to parts and protective priming coats made good before storage or installation.

Adequate measures shall be taken by the Contractor to ensure that plant and equipment do not suffer any deterioration during storage.

Prior to installation all piping, plant and equipment shall be thoroughly cleaned.

If, in the opinion of the Engineer any equipment has deteriorated or been damaged to such an extent that it is not suitable for installation, the Contractor shall replace this equipment at his own cost.

## 5. SITE SUPERVISION

The Contractor shall ensure that there is an English-speaking supervisor on the site at all times during normal working hours.

## 6. INSTALLATION

Installation of all special plant and equipment shall be carried out by the Contractor Under adequate supervision from skilled staff provided by the plant and equipment manufacturer or his appointed agent in accordance with the standards of modern practice and to the relevant regulations and standards described under Clause 3 of this section.

## 7. TESTING

### **General**

The following are intended to define the Contractor's responsibility with respect to testing and inspection.

### **Materials tests**

All materials for plant and equipment to be installed under this Contract shall be tested, unless otherwise directed, in accordance with the relevant B.S specification concerned.

For materials where no B.S specification exists test are to be made in accordance with the best modern commercial methods to the approval of the Engineer having regard to the particular type and application of the materials concerned.

The Contractor shall prepare specimens and performance test and analysis to demonstrate conformance of the various materials with the applicable standards.

If stock materials, which has not been specifically manufactured for the plant and equipment specified is used, the Contractor shall submit satisfactory evidence to the Engineer that such materials conform to the requirements stated herein in which case test of materials may be partially or completely waived.



### **3.1 Scope of Works**

The works shall comprise of the supply, delivery and installation, setting to work, testing and commissioning of all the materials and equipment called for in this specification. The works shall include drilling and equipping of a borehole and installation of a high level pressed steel water tank and booster pumps

The amount quoted shall include for all material and items not particularly called for in this specification but which are necessary for completion and satisfactory functioning of the works.

#### ***Electrical Works***

The contractor shall include for supply, installation and commissioning of all starters, control apparatus, control panel and interconnecting wiring and conduits for equipment that the contractor is supplying.

The amount quoted shall include for all materials and items not particularly called for in this specification but which are necessary for the completion and satisfactory functioning of the works.

**SECTION E**

**PARTICULAR SPECIFICATIONS**

**FOR**

**DRILLING AND EQUIPPING OF A BORE HOLE**

## **PARTICULAR SPECIFICATIONS FOR DRILLING AND EQUIPMENT OF BOREHOLE**

### 1. **Purpose**

The borehole to be drilled, constructed, test pumped and equipped with a submersible pump under this contract will be to provide water intended for domestic use. The proposed drilling site will be at **Kinyanjui Technical Institute**

### 2. **Scope of the Work**

The work included in the contract consists of:-

The drilling of one borehole of sufficient diameter to provide for a finished cased and screened borehole of 200mm diameter to the provisional depth of about 300metres.

The provision and installation of steel casings, steel screens, and gravel pack, borehole cap, together with cementation works necessary.

The collection of formation samples at 2 metre interval of drilling progress to the bottom and also water sample at every aquifer struck and at the beginning and at the end of test pumping operation for both chemical and biological analysis.

**NOTE: -** These depths and any other works can be varied by the Engineer depending on the actual conditions encountered in the process of executing of the works(SEE THE **(HYDROGEOLOGICAL REPORT HEREIN FROM GITARI MUCHIRI ASSOCIATES FOR FURTHER INFORMATION).**

The supply and installation of 1No. Submersible borehole pump complete with the necessary controls.

### 3. **Local Conditions**

The borehole will be drilled, constructed and test pump in both unconsolidated and consolidated formation and the contractor must be prepared to carry out the required work through any type of formation in the project area.

### 4. **Borehole data**

Total depth – 300m of 200mm from surface (**Provisional**)

Casings to be 200mm and screened depth to be determined after borehole construction.

Static water level – not known

Dynamic water level – not known

Recommended pumping rate – 10m<sup>3</sup>/hr (for the purpose of quotation)

(Pump) setting level – 280m (for the purpose of quotation)

Total dynamic head to be determined on site

### 5. **Casings**

Casings to be used as part of the permanent borehole structure shall be black steel pipe conforming to BS 1387 and having nominal diameter of 200mm.

If any casing other than that to be left permanently in the borehole is required temporarily for execution of work, it shall be supplied by the contractor at the borehole free of charge.

6. **Screens**

The screens to be furnished and installed shall be of the pipe size variety having a minimum nominal diameter of 200mm and can be fabricated in three metre lengths. The screens shall be of continuous slot type and constructed entirely of stainless steel. The screen shall have slot size opening of 1.4m.

7. **Grouting**

Shall be done by either cement or bentonite to seal off unwanted upper aquifers under direction of the Engineer.

8. **Construction Method**

The borehole to be constructed shall be drilled by cable-tool percussion method or the combination air/ hydraulic rotary method. The method of drilling shall be left to the discretion of the contractor. After drilling to the final dept the contractor shall proceed to insert permanent casings and screens as directed by the Engineer.

9. **Gravel pack**

If filter gravel will be necessary, it will consist of durable, naturally rounded quartz tic particles properly washed and cleaned prior to insertion in the borehole. The gravel shall be introduced in the annular space between the wall of the borehole and the 200mm casing from the bottom to about 2 metres below surface. The final casing and screens must be centralized before gravel back and the contractor must supply suitable equipment for lowering of gravel pack.

10. **Cementation**

The space above the gravel pack shall be grouted with a mix of one part of cement to two parts of sand and two parts of vasalt, in order of 1:2:2 concrete may be used near the surface to form an annular plug around the casing of 1.0 x 1.0 x 1.0 metres dimensions.

Any other cementation works to be done as directed by the Engineer.

11. **Development**

The contractor shall furnish all necessary pumps, compressor, plungers, bailing or other needed equipment and shall develop the borehole by such approved methods as shall be necessary to give the maximum yield of water per increment of drawdown and extract from the formation of maximum practical quality of such sands as may, during the life of the borehole, be drawn through the screens when the borehole is operating under maximum conditions of draw down.

12. **Test Pumping**

After the borehole has been completed, constructed and developed, the contractor shall make necessary arrangements for conducting a 24 hour continuous test pumping up to a maximum of 30hr and 12 hour recovery test under the supervision of the Engineer. Where the Engineer or his representative cannot be present on such pumping test, the contractor may continue without him keeping accurate records of the test in terms of discharge and drawn down. Should the contractor fail to keep such records, the Engineer may order the test to be repeated at no extra cost.

13. **Sample Formation**

The contractor shall keep an accurate record of the top and bottom of each stratum penetrated and shall save and deliver to the Engineer a sample of materials taken from each 1m of formation, or at every change of formation and at such other intervals as may be ordered by the Engineer. Those samples shall be placed in approved contractor supplied containers with labels which indicate the depth at which the sample was obtained.

14. **Water Samples**

Water samples shall be collected at every water struck while drilling and also shall be collected at the start of every test and toward the end of the test in a three litre sterilized plastic container for both chemical and bacteriological analysis and submitted in a competent laboratory for analysis.

15. **Reports**

The contractor shall submit to the Engineer weekly progress reports showing:-

- (1) The depth each day indicating drilling in metres per hour with comments on degree of hardness of materials being penetrated.
  - (i) Depth at which each water bearing zone is encountered and the rise and fall of water level in different formations.
  - (ii) The full details of work carried out in respect of operation which are paid for at hourly rate.The full details of the number of hours worked each day.

16. **Cessation of Work**

The Engineer reserves the rights to stop drilling operations if in his opinion:-

A sufficient supply of water has been obtained.

The work is not being carried out in a satisfactory manner or

Further drilling is unlikely to be advantageous or for any other reason

In this even, payment shall be made only for the amount of work done upto the date of stoppage.

17. **Retention Time**

Waiting time shall be such time as the whole of the drilling equipment and staff is on site and is available for use, and all the operation connected with the contract are at a standstill due to the absence of instructions from the Engineer.

The request for the necessary instructions and/ or guidance to the Project Manager by the contractor shall be within 48 hours, provided that the, Project Manager does not delay the said instructions/ or guidance to the contractor unnecessarily.

All claims for waiting time shall be made on the basis of a normal 10 hour day, including Sundays and Public holidays.

18. **Supply and Installation of Pump**

The contractor shall supply and install:-

One electrical submersible pump for duty, 10m<sup>3</sup>/hr at averagely 300 metres head as directed by the engineer and shall conform to the specification stated, for operation on 415 volt, 3-phase.

All necessary electrical equipment for the pump such as control panel with starter, ammeter, single phasing cut-out, low voltage cut-out and all necessary cables for connection.

Suitable diameter GS pipe class 'C' to carry water to the surface

Low level cut-out switch

Airline 15mm galvanized steel pipe for water level measurements

Pressure gauge

The gate valve, non-return valve before the master meter

In addition the contractor shall carry out 24 hours test run at the completion of the works. This test has to be certified by the project Manager.

**Note on Pump Installation**

The contractor shall make the necessary electrical connections and include in his prices all cable, starter-panel, switches etc required to put the pump in operation while tendering for this part of the document and return it will full description literature and performance curves for the proposed equipment together with the tender for drilling works.

The installation of the submersible pump into the borehole shall be done immediately the borehole drilling is completed, test pumped and water analyzed for suitability for human consumption.

The final production pump to be installed in the newly drilled borehole shall be determined and installed as per the actual conditions encountered on completion of the drilling works. Hence the specification given under the section of 'borehole data' is only for the purpose of quotation.

19. **Electrical works**

It shall be the responsibility of the contractor to provide all electrical wiring between all items of his contract to ensure the correct function of his equipment, including installation of isolator.

**SECTION F:**

**BILLS OF QUANTITIES**

**AND**

**SCHEDULE OF UNIT RATES**



# **BILLS OF QUANTITIES AND SCHEDULE OF UNIT RATES**

## **CONTENTS**

<u>CLAUSE No.</u>		<u>PAGE</u>
1.	GENERAL NOTE TO TENDERERS.....	G-1
2.	STATEMENT OF COMPLIANCE.....	G-2
3.	BILLS OF QUANTITIES .....	BQ-2 to BQ-4
4.	SUMMARY PAGE.....	BQ-5
5.	SCHEDULE OF UNIT RATES.....	S-1
6.	SCHEDULE OF ITEMS TO BE SUPPLIED.....	H-1 to H-2

# BILLS OF QUANTITIES AND SCHEDULE OF UNIT RATES

## **General Note to Tenderers**

The total of the prices in the summary of prices shall include for the whole of the Contract works in accordance with the specifications as defined before and shall be carried forward to Form of Tender.

Any prices omitted from any item, section or part of the price schedule shall be deemed to have included in another item, section or part.

The prices shall include for all obligations under the Contract including and not limited to:

Supply of any materials, equipment, apparatus, fittings, spares and tools

Insurance

Clearing and forwarding

Delivery, handling and storage at site

Packing for storage

Replacing any defective or damaged item

Installation

Testing

Painting

Commissioning

Maintenance during the defects liability period

The unit rates shall include import duty and VAT where applicable, and shall be expressed in Kenya Shillings.

Any tenderer whose firm uses the title "Engineer" must provide evidence of registration of at least one of the directors by the Engineers Registration Board of Kenya to avoid disqualification.

**Statement of Compliance**

I confirm compliance of all clauses of the General Conditions, General Specifications and Particular Specifications in this tender.

I confirm I have not made and will not make any payment to any person, which can be perceived as an inducement to win this tender.

Signed: .....*for and on behalf of the Tenderer*

Date: .....

Official Rubber Stamp: .....

**BORE HOLE DRILLING AND EQUIPING AT P.C KINYANJUI TECHNICAL TRAINING  
INSTITUTE -NAIROBI**

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Kshs</b>	<b>Cts</b>
1.01	Mobilization/ demobilization of drilling unit, equipment materials, personnel and all other required supplies to site		Sum			
1.02	Erecting/ dismantling of drilling unit.		Sum			
1.03	Drilling 200mm diameter borehole from 0-100m below surface.	LM	100			
1.04a)	Drilling from 100 – 200m	LM	100			
1.04b)	Drilling from 200 – 250m	LM	50			
	Drilling from 250 – 300m	LM	50			
1.05	Supply and installation of 200mm diameter slotted steel casing.	LM	50			
1.06	Supply and installation of 200mm diameter slotted steel casing	LM	50			
1.07	Supply and installation of filler gravel pack	Ton	10			
1.08	Allow for standby time (Ref. A-17)	Hr	6			
1.09	Development works	Hr	12			
1.10	Test pumping borehole yield for at least 24 hours including installation and withdrawal of pumping unit.		Sum			
1.11	Construction of concrete plinth around well head.	No	1			
1.12	Water chemical analysis report		Sum			
1.13	Water chemical analyses and borehole completion report.		Item			
<b>TOTAL CARRIED FORWARD TO COLLECTION PAGE .....</b>						

Item	Description	Unit	Qty	Rate	Kshs	Cts
	<b><u>BOREHOLE EQUIPING AND ASSOCIATED WORKS</u></b>					
1.21	Supply and install centrifugal borehole pump, continuously rated and capable of pumping 10m <sup>3</sup> /hr of water against a total head of 350m. The entire pump-set body, impellers, shaft etc shall be made of heavy duty stainless steel material. The pump shall have in built non-return valve, tail strainer, and cable guard. The pump shall be suitable for 3-phase 415 V power supply	No	1			
1.22	The control panel mounted on an existing wall .The panel shall be supplied complete with all associated switch gears.	No	1			
1.23	Allow for Electrical works required to connect panel to power supply 10metres away		Item			
1.24	Supply and install a gantry made from 100mm diameter double flanged and drilled class 'B' galvanized mild steel pipe BS 1387. The gantry shall be firmly installed on a concrete foundation. The dimensions of the gantry shall be 2m x 7m installed directly above the borehole 50cm long metallic rods (30mm Ø) shall be welded on one of the gantry stands at 50cm intervals.	No	1			
	<b><u>GALVANISED MILD STEEL PIPE WORK AND FITTINGS</u></b>					
1.25	Supply and install 50mm diameter rising main galvanized mild steel pipes class 'C' complying to BS 1387 with screwed and socket joints toBS 143 and 1256 and of approved manufacturer with galvanized to BS 729. Tenders must allow in their pipework prices for all the couplings, unions, connectors, joints,coupling ,unions,connectors ,joints reducers etc,as required in running lengths of pipework	LM	400			
1.26	80mm diameter gate valve as 'pegler' or equal	No	2			
1.27	80mm diameter non-return valve as pegler or equal	No	1			
1.28	Water meter complete with all accessories the meter shall be as Kent or equal	No	1			
1.29	Supply and install PVC class 'B' 40mm diameter (Air line ) pipe	LM	400			
1.210	Allow for any other works necessary to complete the works (specify and quote)					
<b>TOTAL CARRIED FORWARD TO COLLECTION PAGE .....</b>						

<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate</b>	<b>Kshs</b>	<b>Cts</b>
	<b><u>ELECTRICAL WORKS</u></b>					
1.31	6mm <sup>2</sup> x 4core submersible electric cable	LM	300			
1.32	Electrode cables	LM	600			
1.33	Electrodes	NO	2			
1.34	Cable splicing kit	SET	1			
1.35	10mm <sup>2</sup> x4 core amroured cable	LM	10			
1.36	10mm <sup>2</sup> x 3 core amured cable	LM	10			
1.37	1.5mm <sup>2</sup> x2 core amoured cable	LM	10			
<b>TOTAL CARRIED FORWARD TO COLLECTION PAGE .....</b>						

**MAIN SUMMARY PAGE**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>AMOUNT (Kshs)</b>
A	TOTAL BROUGHT FORWARD FROM PAGE BQ2	
B	TOTAL BROUGHT FORWARD FROM PAGE BQ3	
C	TOTAL BROUGHT FORWARD FROM PAGE BQ4	
D	PROVISIONAL SUM FOR CONTIGENCY	<b>150,000/=</b>
E	PROVISIONAL SUM FOR PROJECT ADMNISTRATION	<b>100,000/=</b>
E	Sub-total ..... Kshs.	
F	Add VAT 16%	
G	<b>TOTAL AMOUNT CARRIED TO FORM OF TENDER</b> Kshs.	

**Amount in Words:**

.....

**Tenderer's Name and Stamp:** .....

**Signature:** ..... **Date:** .....

**PIN NO.** ..... **VAT CERTIFICATE NO.**.....

**Witness:** ..... **Address:** .....

**Signature:** ..... **Date:** .....

**SCHEDULE OF UNIT RATES**

ITEM	DESCRIPTION	UNIT	<b>RATE (KShs)</b>



*SECTION H:*

**TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED**

# **TECHNICAL SCHEDULE OF ITEMS TO BE SUPPLIED**

## **CONTENTS**

<u>CLAUSE No.</u>		<u>PAGE</u>
1.	GENERAL NOTES TO THE TENDERER.....	H-1
2.	TECHNICAL SCHEDULE.....	H-2

## **TECHNICAL SCHEDULE**

### **1. General Notes to the Tenderer**

- 1.1 The tenderer shall submit technical schedules for all materials and equipment upon which he has based his tender sum.
- 1.2 The tenderer shall also submit separate comprehensive descriptive and performance details for all plant apparatus and fittings described in the technical schedules. Manufacturer's literature shall be accepted. Failure to comply with this may have his tender disqualified.
- 1.3 Completion of the technical schedule shall not relieve the Contractor from complying with the requirements of the specifications except as may be approved by the Engineer.

## 2. TECHNICAL SCHEDULE

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>MANUFACTURER</b>	<b>COUNTRY OF ORIGIN</b>	<b>REMARKS (Catalogue No. etc.)</b>
1.	Borehole pump Control panel			
2.	GMS Pipes			
3.	Gate valves			
4.	Non-return valves			

## **KEY PERSONNEL**

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

<b>POSITION</b>	<b>NAME</b>	<b>YEARS OF EXPERIENCE (GENERAL)</b>	<b>YEARS OF EXPERIENCE IN PROPOSED POSITION</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

I certify that the above information is correct.

.....  
Title

.....  
Signature

.....  
Date

**CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS**

Work performed on works of a similar nature, complexity and volume over the last 8 years.

PROJECT NAME	NAME OF CLIENT	TYPE OF WORK AND YEAR OF COMPLETION	VALUE OF CONTRACT (Kshs.)

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

.....  
Title

.....  
Signature

.....  
Date

**SCHEDULE OF ON-GOING PROJECTS**

Details of on-going or committed projects, including expected completion date.

<b>PROJECT NAME</b>	<b>NAME OF CLIENT</b>	<b>CONTRACT SUM</b>	<b>% COMPLETE</b>	<b>COMPLETION DATE</b>

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

.....  
Title

.....  
Signature

.....  
Date

**SCHEDULE OF MAJOR ITEMS OF CONTRACTOR'S EQUIPMENT  
PROPOSED FOR CARRYING OUT THE WORKS**

<b>ITEM OF EQUIPMENT</b>	<b>DESCRIPTION, MAKE AND AGE (Years)</b>	<b>CONDITION (New, good, poor) and number available</b>	<b>OWNED, LEASED (From whom?), or to be purchased (From whom?)</b>



**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. \_\_\_\_\_.

**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.)**

1.   . \_\_\_\_\_ .
2.   . \_\_\_\_\_ .
3.   . \_\_\_\_\_ .
4.   . \_\_\_\_\_ .
5.   . \_\_\_\_\_ .
6.   . \_\_\_\_\_ .
7.   . \_\_\_\_\_ .
8.   . \_\_\_\_\_ .
9.   . \_\_\_\_\_ .
10. . \_\_\_\_\_ .