



KEWISCO Regulated Non -WDT- Sacco Society Ltd,
P.O. Box 4491-00200 Nairobi.

West end Place, Nairobi West off Langa'ta Road, 1st Floor

Telephone No: 0111120600/1-5

PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED

PART 1: Tendering Procedures

Section I – Instructions to Tenderers
Section II – Tender Data Sheet (TDS)
Section III- Evaluation and Qualification Criteria
Section IV – Tendering Forms

PART 2: Works' Requirements

Section V - Bills of Quantities (Builders works)
Section VI - Specifications
Section VII – Drawings

PART 3: Conditions of Contract and Contract Forms

Section VIII - General Conditions (GCC)
Section IX - Special Conditions of Contract
Section X- Contract Forms

TENDER NO. KEW/SACCO OFFICE/001/11/2026

Main Contract (Builder's Works and Associated Civil Works)

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TENDER SUBMISSION DEADLINE: Friday 20TH November , 2026, 11.00AM

TABLE OF CONTENTS

Contents

TABLE OF CONTENTS	2
INVITATION TO TENDER	4
Address for obtaining further information and for purchasing tender documents	5
Address for Submission of Tenders.	5
Address for Opening of Tenders.	5
SECTION I - INSTRUCTIONS TO TENDERERS	1
A) GENERAL PROVISIONS	1
B) CONTENTS OF TENDER DOCUMENTS	4
C) PREPARATION OF TENDERS	6
D) SUBMISSION AND OPENING OF TENDERS	11
E. EVALUATION AND COMPARISON OF TENDERS	13
F. AWARD OF CONTRACT	18
SECTION II – TENDER DATA SHEET (TDS)	20
SECTION III - EVALUATION AND QUALIFICATION CRITERIA	24
TENDER EVALUATION CRITERIA	28
STAGE 1. PRELIMINARY EVALUATION	28
STAGE 2. TECHNICAL EVALUATION CRITERIA FOR THE CANDIDATE	33
1. FOREIGN TENDERERS 40%RULE	43
2. FORMEQU: EQUIPMENT	44
3. FORM PER -1	45
4. FORM PER - 2:.....	46
5. TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION	48
5.1 FORM ELI -1.1 Tenderer	48
5.2 FORM ELI -1.2	49
5.3 FORM CON –2	50
5.4 FORM FIN – 3.1:	52

5.5	FORM FIN – 3.2:	54
5.6	FORM FIN – 3.3:	55
5.7	FORM FIN – 3.4:	56
No.		56
Name of Contract.....		56
Procuring Entity's		56
5.8	FORM EXP - 4.1	57
5.9	FORM EXP - 4.2(a)	58
5.9	FORM EXP - 4.2 (a) (cont.)	58
5.10	FORM EXP - 4.2(b)	59
6.	FORM OF TENDER	61
	b) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION	69
(c)	SELF- DECLARATION FORMS	71
	FORM SD1	71
	FORM SD2	72
	DECLARATION AND COMMITMENT TO THE CODE OF ETHICS	73
(d)	APPENDIX 1 - FRAUD AND CORRUPTION	74
	FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]	78
	FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee] - NOT APPLICABLE	79
	TENDER SECURING DECLARATION	80
PART II	- WORKS REQUIREMENTS	81
PART III	- THE CONDITIONS OF CONTRACT AND CONTRACT	73
	FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM	143
	SECTION XI – TERMS OF REFERENCE	145

INVITATION TO TENDER

PROCURING ENTITY: **KEWISCO REGULATED NON -WDT- SACCO SOCIETY LTD**

**The Chief Executive Officer,
KEWISCO Regulated Non -WDT- Sacco Society Ltd,
P.O. Box 4491-00200 Nairobi.
West end Place, Nairobi West off Langa'ta Road, 1st Floor
Email Address: Info@kewiscosacco.org**

**CONTRACT NAME AND DESCRIPTION: PROPOSED OFFICE BLOCK
CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON
LR NO. 148/2102, LANG'ATA SOUTH ROAD, OFF LANG'ATA-KAREN ROAD
NAIROBI.**

1. The **KEWISCO Regulated Non -WDT- Sacco Society Ltd** invites sealed tenders for the **Construction of the office block construction for kewisco regulated non wdt sacco limited on lr no. 148/2102, lang'ata south road, off lang'ata-karen road nairobi..**
2. Tendering will be conducted under open competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
3. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours; **0800 to 1700 hours** at **KEWISCO Regulated Non -WDT- Sacco Society Ltd** West end Place, Nairobi West off Langa'ta Road, 1st Floor or email through Info@kewiscosacco.org
4. A complete set of tender documents may be obtained electronically from the **KEWISCO Sacco Website; <https://kewiscosacco.org>** . Tender documents obtained electronically will be free of charge.
5. Tenderers who download the tender document must forward their particulars immediately through email to Info@kewiscosacco.org , Tel: **+254-0111- 120600/1/2/3/4/5** to facilitate any further clarification or addendum.
6. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for **180 days** from the date of opening of tenders.
7. All Tenders must be accompanied by a **Tender Security of Kshs.1,5000,000 in form of an On-Demand Guarantee from either a reputable bank, a financial institution licensed by the Central Bank of Kenya or an insurance company approved by PPRA.** The Tender Security shall be valid for a period of **thirty (30) days** beyond the date of tender validity.
8. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
9. The Tenderer shall chronologically serialize all pages of the tender documents submitted. **All Tender documents submitted must be TAPE BOUND and not spiral bound. Spiral bound documents shall be automatically disqualified.**
10. Completed tenders must be delivered to the address below on or before **Friday 20TH November , 2026, 11.00AM**
.
11. Electronic Tenders WILL NOT be permitted.

12. Tenders will be opened immediately after the deadline date and time specified above. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
13. Late tenders will be rejected.
14. The addresses referred to above are:

Address for obtaining further information and for obtaining tender documents

**The Chief Executive Officer,
KEWISCO Regulated Non -WDT- Sacco Society Ltd,
P.O. Box 4491-00200 Nairobi.
West end Place, Nairobi West off Langa'ta Road, 1st Floor
Email Address: Info@kewiscosacco.org
Website(s): <https://kewiscosacco.org>**

Address for Submission of Tenders.

The completed tender documents will be hand-delivered to the Tender Box at the **KEWISCO Regulated Non -WDT- Sacco Society Ltd** West end Place, Nairobi West off Langa'ta Road, 1st Floor main reception or be addressed to:

**The Chief Executive Officer,
KEWISCO Regulated Non -WDT- Sacco Society Ltd,
P.O. Box 4491-00200 Nairobi.
West end Place, Nairobi West off Langa'ta Road, 1st Floor
Email Address: Info@kewiscosacco.org
Website(s): <https://kewiscosacco.org>**

Address for Opening of Tenders.

KEWISCO Regulated Non -WDT- Sacco Society Ltd
West end Place, Nairobi
West off Langa'ta Road,
1st Floor

**The Chief Executive Officer,
KEWISCO Regulated Non -WDT- Sacco Society Ltd Date:**

PART 1: TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A) GENERAL PROVISIONS

1.0 Scope of tender

1.1 The Procuring Entity as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The name, identification, and number of lots (contracts) of this Tender Document are specified in the TDS.

1.2 Throughout this tendering document:

- a) The term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the TDS, distributed or received through the electronic procurement system used by the Procuring Entity) with proof of receipt;
- b) if the context so requires, “singular” means “plural” and vice versa;
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

2.0 Fraud and corruption

2.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

2.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

2.3 Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, prequalification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

2.4 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all in formation that would in that respect give such firm any unfair competitive advantage over competing firms.

3.0 Eligible tenderers

3.1 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.8, or an individual or any combination of such entities in the form of a joint venture (JV) under an existing agree mentor with the intent to enter in to such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an

individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the

TDS.

- 3.2** Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 3.3** A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer;
- a) Directly or indirectly controls, is controlled by or is under common control with another tenderer;
 - b) Receives or has received any director indirect subsidy from another tenderer;
 - c) Has the same legal representative as another tenderer;
 - d) Has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process;
 - e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods or works that are the subject of the tender;
 - f) Any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as a consultant for Contract implementation;
 - g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document;
 - h) Has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and:
 - i. Are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
 - ii. May be involved in the implementation or supervision of such Contract unless the conflicts stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.
- 3.4** A tenderer shall not be involved in corrupt, coercive, obstructive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified
- 3.5** A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. Members of a joint venture may not also make an individual tender, be a sub-contractor in a separate tender or be part of another joint venture for the purposes of the same Tender. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender.
- 3.6** A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or

association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.

- 3.7** A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPRA www.ppra.go.ke.
- 3.8** A Tenderer that is a state-owned enterprise or a public institution in Kenya may be eligible to tender and be awarded Contract(s) only if it is determined by the Procuring Entity to meet the following conditions, i.e. if it is:
- i) A legal public entity of Government and/or public administration,
 - ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and;
 - (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.
- 3.9** Firms and individuals shall be ineligible if their countries of origin are:
- (a) As a matter of law or official regulations, Kenya prohibits commercial relations with that country;
 - (b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

- 3.10** Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, local sub-contracts and labor) from citizen suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided for this purpose in *“SECTION II - EVALUATION AND QUALIFICATION CRITERIA, Item 9”*.
- 3.11** Pursuant to the eligibility requirements of ITT 3.10, a tender is considered a foreign tenderer, If it is registered in Kenya and has less than 51 percent ownership by nationals of Kenya and if it does not subcontract to foreign firms or individuals more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms registered in Kenya have less 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 3.12** The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website www.nca.go.ke.
- 3.13** The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer

shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.

- 4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.

4.0 Eligible goods, equipment, and services

- 4.1 Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not ineligible under ITT 3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.
- 4.2 Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.

5.0 Tenderer's responsibilities

- 5.1 The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Procuring Entity will in no case be responsible or liable for those costs.
- 5.2 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Works and its surroundings and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be the tenderer's own expense.
- 5.3 The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity against all liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the examination and inspection.
- 5.4 The tenderer shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including charts, as necessary or required.

B) CONTENTS OF TENDER DOCUMENTS

6.0 Sections of Tender Document

- 6.1 The tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART 1: Tendering Procedures

Section I – Instructions to Tenderers

Section II – Tender Data Sheet (TDS)

Section III- Evaluation and Qualification Criteria Section IV – Tendering Forms

PART 2: Works' Requirements

Section V - Bills of Quantities

Section VI - Specifications

Section VII – Drawings

PART 3: Conditions of Contract and Contract Forms

Section VIII - General Conditions (GCC)

Section IX - Special Conditions of Contract

Section X- Contract Forms

- 6.2** The Invitation to Tender Notice issued by the Procuring Entity is not part of the Contract documents. Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of a pre-arranged site visit and those of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 6.3** The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document and to furnish with its Tender all information and documentation as is required by the Tender document.

7.0 Clarification of Tender Document, Site Visit, Pre-tender Meeting

- 7.1** A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.
- 7.2** The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Site shall be at the Tenderer's own expense. The Procuring Entity shall specify in the **TDS** if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a prearranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 7.3** The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.
- 7.4** Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.
- 7.5** The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the prearranged site visit and those of the pre-tender meeting at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the preTender meeting. Non-attendance at the pre-arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.

8.0 Amendment of Tender Documents

- 8.1** At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tender Documents by issuing addenda.

8.2 Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to all who have obtained the Tender Documents from the Procuring Entity. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's website in accordance with ITT 7.5.

8.3 To give Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity should extend the dead line for the submission of Tenders, pursuant to ITT 22.2.

C) PREPARATION OF TENDERS

9.0. Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

10.0. Language of Tender

The Tender, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring Entity, shall be written in the English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate and notarized translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

11.0. Documents Comprising the Tender

11.1 The Tender shall comprise the following:

- a) Form of Tender prepared in accordance with ITT 12;
- b) Schedules including priced Bill of Quantities, completed in accordance with ITT 12 and ITT 14;
- c) Tender Security or Tender-Securing Declaration, in accordance with ITT 19.1;
- d) Alternative Tender, if permissible, in accordance with ITT 13;
- e) **Authorization**: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.3;
- f) **Qualifications**: documentary evidence in accordance with ITT 17 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
- g) **Conformity**: a technical proposal in accordance with ITT 16;
- h) Any other document required in the **TDS**.

11.2 In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed JV Agreement. Change of membership and conditions of the JV prior to contract signature will render the tender liable for disqualification.

12.0 Form of Tender and Schedules

12.1 The Form of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed with out any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize all pages of the tender documents submitted.

12.2 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

13. Alternative Tenders

13.1 Unless otherwise specified in the TDS, alternative Tenders shall not be considered.

13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.

13.3 Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Procuring Entity's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Winning Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

13.4 When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the **TDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.

14.0 Tender Prices and Discounts

14.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Bill of Quantities shall conform to the requirements specified below.

14.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Procuring Entity. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.

14.3 The price to be quoted in the Form of Tender, in accordance with ITT 12.1, shall be the total price of the Tender, including any discounts offered.

14.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 12.1.

14.5 It will be specified in the **TDS** if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except incases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.

14.6 Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4, provided the Tenders for all lots (contracts) are opened at the same time.

14.7 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.

15.0 Currencies of Tender and Payment

15.1 The currency(ies) of the Tender and the currency(ies) of payments shall be the same.

15.2 Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings.

- a) A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya (referred to as “the foreign currency requirements”) shall (if so allowed in the TDS) indicate in the Appendix to Tender the percentage(s) of the Tender Price (excluding Provisional Sums), needed by the Tenderer for the payment of such foreign currency requirements, limited to no more than two foreign currencies.
- b) The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Tenderer in the Appendix to Tender and shall be based on the exchange rate provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening. Such exchange rate shall apply for all foreign payments under the Contract.

15.3 Tenderers may be required by the Procuring Entity to justify, to the Procuring Entity's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Tender are reasonable, in which case a detailed break down of the foreign currency requirements shall be provided by Tenderers.

16.0 Documents Comprising the Technical Proposal

The Tenderer shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Tender Forms, insufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work's requirements and the completion time.

17.0 Documents Establishing the Eligibility and Qualifications of the Tenderer

17.1 Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to establish Tenderer's eligibility in accordance with ITT 4.

17.2 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.

17.3 If a margin of preference applies as specified in accordance with ITT 33.1, national tenderers, individually or in joint ventures, applying for eligibility for national preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.

17.4 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of

contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

17.5 The purpose of the information described in ITT 17.4 above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

17.6 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to owner ship and control which in formation on

any changes to the information which was provided by the tenderer under ITT 6.4. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

17.7 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

17.8 If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

17.9 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set as (i) depending on the outcome of (iii),
- iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

17.10 If a tenderer submits information pursuant to these requirements that is in complete, in accurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 17.8 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tender.

18.0 Period of Validity of Tenders

18.1. Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by

the Procuring Entity in accordance with ITT 22). At tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

- 18.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 19, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

19.0 Tender Security

- 19.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the **TDS**, in original form and, in the case of a Tender Security, in the amount and currency **specified** in the **TDS**. A Tender-Securing Declaration shall use the form included in Section IV, Tender Forms.

- 19.2 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:

- i. cash;
- ii. a bank guarantee;
- iii. a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority;
- iv. a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya, from a reputable source, and an eligible country.

- 19.3 If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.

- 19.4 If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.

- 19.5 If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the TDS. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

- 19.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security, and any other documents required in the TDS.

- 19.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension thereof provided by the Tenderer; or
- b) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT 47; or

- ii) furnish a Performance Security and if required in the TDS, and any other documents required in the TDS.

19.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA to debar the Tenderer from participating in public procurement as provided in the law.

19.9 The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.

19.10 A tenderer shall not issue a tender security to guarantee itself.

20.0 Format and Signing of Tender

20.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it “ORIGINAL.” Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked “ALTERNATIVE.” In addition, the Tenderer shall submit copies of the Tender, in the number specified in the TDS and clearly mark them “COPY.” In the event of any discrepancy between the origin and the copies, the original shall prevail.

20.2 Tenderers shall mark as “CONFIDENTIAL” all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.

20.3 The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the TDS and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.

20.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

20.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D) SUBMISSION AND OPENING OF TENDERS

21.0 Sealing and Marking of Tenders

21.1 The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:

- a) in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT 11; and
- b) in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
- c) if alternative Tenders are permitted in accordance with ITT 13, and if relevant:

- i. in an envelope or package or container marked “ORIGINAL –ALTERNATIVE TENDER”, the alternative Tender; and ii. in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- a) bear the name and address of the Procuring Entity,
- b) bear the name and address of the Tenderer; and
- c) bear the name and Reference number of the Tender.

21.2 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

22.0 Deadline for Submission of Tenders

22.1 Tenders must be received by the Procuring Entity at the address specified in the **TDS** and no later than the date and time also specified in the **TDS**. When so specified in the **TDS**, tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the **TDS**.

22.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documents in accordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

23.0 Late Tenders

The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 22. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

24.0 Withdrawal, Substitution, and Modification of Tenders

24.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

24.2 Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.

24.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

25 Tender Opening

- 25.1** Except in the cases specified in ITT 23 and ITT 24.2, the Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified **in the TDS**, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 22.1, shall be as specified in the **TDS**.
- 25.2** First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelopes with the corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.
- 25.3** Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.
- 25.4** Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.
- 25.5** Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.
- 25.6** Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bill of Quantities (to be decided on by the tender opening committee) are to be initialed by the members of the tender opening committee attending the opening.
- 25.7** At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).
- 25.8** The Procuring Entity shall prepare minutes of the Tender Opening that shall include, as a minimum: -
- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
 - b) the Tender Price, per lot (contract) if applicable, including any discounts;
 - c) any alternative Tenders;
 - d) the presence or absence of a Tender Security, if new as required;
 - e) number of pages of each tender document submitted.
- 25.9** The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers.

E. EVALUATION AND COMPARISON OF TENDERS

26 Confidentiality

- 26.1** Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 43.
- 26.2** Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its tender.
- 26.3** Notwithstanding ITT 26.2, from the time of tender opening to the time of contract award, if tenderer wishes to contact the Procuring Entity on any matter related to the tendering process, it shall do so in writing.

27.0 Clarification of Tenders

- 27.1** To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Procuring Entity may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for a response. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders, in accordance with ITT 31.
- 27.2** If a tenderer does not provide clarifications of its tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

28.0 Deviations, Reservations, and Omissions

- 28.1** During the evaluation of tenders, the following definitions apply: -
- a) "*Deviation*" is a departure from the requirements specified in the tender document;
 - b) "*Reservation*" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and
 - c) "*Omission*" is the failure to submit part or all of the information or documentation required in the Tender document.

29.0 Determination of Responsiveness

- 29.1** The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 11.
- 29.2** A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:
- a) Affect in any substantial way the scope, quality, or performance of the Works specified in the Contract;
 - b) limit in any substantial way, inconsistent with the tender document, the Procuring Entity's rights or the tenderer's obligations under the proposed contract;
 - c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.

29.3 The Procuring Entity shall examine the technical aspects of the tender submitted in accordance with ITT 16, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

29.4 If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30.0 Non-material non-conformities

30.1 Provided that a tender is substantially responsive, the Procuring Entity may waive any nonconformities in the tender.

30.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the tender. Failure of the tenderer to comply with the request may result in the rejection of its tender.

30.3 Provided that a tender is substantially responsive, the Procuring Entity shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

31.0 Arithmetical Errors

31.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

31.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis: -

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail

31.3 Tenderers shall be notified of any error detected in their bid during the notification of award.

32.0 Conversion to Single Currency

For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in to a single currency as specified in the **TDS**.

33.0 Margin of Preference and Reservations

33.1 A margin of preference may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.

33.2 A margin of preference shall not be allowed unless it is specified so in the **TDS**.

33.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 33.4.

33.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

34.0 Nominated Subcontractors

34.1 Unless otherwise stated in the **TDS**, the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected/nominated by the Procuring Entity. In case the Procuring Entity nominates a subcontractor, the subcontract agreement shall be signed by the Subcontractor and the Procuring Entity. The main contract shall specify the working arrangements between the main contractor and the nominated subcontractor.

34.2 Tenderers may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **TDS**. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.

34.3 Domestic subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated so by the Procuring Entity in the **TDS** as can be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

35.0 Evaluation of Tenders

35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Lowest Evaluated Tender in accordance with ITT 40.

35.2 To evaluate a Tender, the Procuring Entity shall consider the following:

- a) Price adjustment in accordance with ITT 31.1 (iii); excluding provisional sums and contingencies, if any, but including Daywork items, where priced competitively;
- b) price adjustment due to discounts offered in accordance with ITT 14.4;
- c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 32;
- d) price adjustment due to quantifiable non material non-conformities in accordance with ITT 30.3; and
- e) any additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

35.4 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers base done lot (contract) or based on a combination of lots (contracts), will be specified in Section III,

Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36.0 Comparison of tenders

The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37.0 Abnormally low tenders and abnormally high tenders

Abnormally LowTenders

- 37.1** An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.
- 37.2** In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.
- 37.3** After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally high tenders

- 37.4** An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.
- 37.5** In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:
- i. If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
 - ii. If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.
- 37.6** If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38.0 Unbalanced and/ or front-loaded tenders

- 38.1** If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or frontloaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.
- 38.2** After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:
- a) accept the Tender;
 - b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price;
 - c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works;
 - d) reject the Tender,

39.0 Qualifications of the tenderer

- 39.1** The Procuring Entity shall determine to its satisfaction whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 39.2** The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Sub-contractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.
- 39.3** An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

40.0 Lowest evaluated tender

Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- a) Most responsive to the Tender document; and
- b) the lowest evaluated price.

41.0 Procuring entity's right to accept any tender, and to reject any or all tenders

The Procuring Entity reserves the right to accept or reject any Tender and to annul the Tender process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. AWARD OF CONTRACT

42.0 Award criteria

The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

43.0 Notice of Intention to Enter into a Contract/Notification of Award

Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instruction son how to request a debriefing and/ or submit a complaint during the stand still period;

44.0 Stand still Period

44.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

44.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

45.0 Debriefing by The Procuring Entity

45.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

45.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

46.0 Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 44.1, upon addressing a complaint that has been filed with in the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

47.0 Signing of Contract

47.1 Upon the expiry of the fourteen days of the Notification of Intention to enter in to contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

47.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and returnit to the ProcuringEntity.

47.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

48.0 Performance Security

- 48.1** Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.
- 48.2** Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS** or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.
- 48.3** Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

49.0 Publication of Procurement Contract

Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information: a) name and address of the Procuring Entity;

- b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- c) the name of the successful Tenderer, the final total contract price, the contract duration;
- d) dates of signature, commencement and completion of contract;
- e) names of all Tenderers that submitted Tenders, and their Tender prices as readout at Tender opening.

50.0 Procurement related Complaints and Administrative Review

- 50.1** The procedures for making Procurement-related Complaints are as specified in the **TDS**.
- 50.2** A request for administrative review shall be made in the form provided under contract forms.

SECTION II – TENDER DATA SHEET (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	The name of the contract is PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LR NO. 148/2102, LANG'ATA SOUTH ROAD, OFF LANG'ATA-KAREN ROAD NAIROBI. The reference number of the Contract is: KEW/SACCO OFFICE/001/11/2026
ITT 2.4	The Information made available on competing firms is as follows: NONE
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: PROJECT MANAGER ENG. BENSON MUKOYA WAMAYA PO. BOX 52691-0200NAIROBI ARCHITECTS M/s PAESANI LIMITED P.O. BOX 47944-00100 NAIROBI. CIVIL/STRUCTURAL ENGINEERS M/s APEX SYSTEMS CONSULTING GROUP LTD. P.O. BOX 38900 - 00100, NAIROBI. QUANTITY SURVEYORS M/s MICHAEL G WANJOHI. P.O. BOX 2615-0200 NAIROBI. ELECTRICAL & MECHANICAL ENGINEERS M/s AMSOWCONSULT LIMITED. P.O. BOX 63090-00200 NAIROBI
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: TWO

ITT 3.1	<p>(i) The representative of the JV MUST meet Mandatory Requirements; Item no. 2 (Tax Obligations for Tenderers), Item no.11 (Financial Capabilities) and Item no.14 (Specific Construction & Contract Management Experience).</p> <p>(ii) The other JV member MUST individually meet Mandatory Requirements; Item no. 2 (Tax Obligations for Tenderers), and Item no. 16 (Particulars of the Firm).</p> <p>(iii) The Joint Venture MUST collectively meet the Mandatory Requirements criteria as provided in both the; Qualification Form and the Appendix to the Qualification Form.</p>
ITT 3.12	<p>Registration with the National Construction Authority will be mandatory for this tender:</p> <p>i) Main Contractor- NCA 4 or higher Category</p>
B. Contents of Tender Document	
ITT 7.1	<p>The Tenderer will submit any request for clarifications in writing at the Address Info@kewiscosacco.org with a copy to Project Manager, Eng wamaya email address bensonmukoya059@gmail.com to reach the Procuring Entity not later than Four (4) days before deadline for tender submission.</p> <p>For obtaining further information, the Procuring Entity's address is:</p> <p>The Chief Executive Officer, KEWISCO Regulated Non -WDT- Sacco Society Ltd, P.O. Box 4491-00200 Nairobi. West end Place, Nairobi West off Langa'ta Road, 1st Floor Email Address: Info@kewiscosacco.org</p> <p>The Procuring Entity shall publish its response at the Website(s): https://kewiscosacco.org.</p>
ITT 7.2	<p>(A) There shall be scheduled MANDATORY pre-tender site visits on Wednesday 11TH November 2026. At 11.00am, Non- attendance shall render the bid ineligible for further evaluation</p> <p>Bidders are expected to congregate on site, Langata south road, off Karen Langata road, along service lane right behind One stop Arcade mall.</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than Four (4) days to the date of submission of tenders.
ITT 7.5	This <i>shall not</i> apply
ITT 9.1	For Clarification of Tender purposes, for obtaining further information, the Procuring Entity's address is: The Chief Executive Officer, KEWISCO Regulated Non -WDT- Sacco Society Ltd, P.O. Box 4491-00200 Nairobi. West end Place, Nairobi West off Langa'ta Road, 1st Floor Email Address: Info@kewiscosacco.org Website(s): https://kewiscosacco.org
C. Preparation of Tenders	
ITT 11.1 (h)	<p>The Tenderer shall submit the following additional documents in its Tender:</p> <p><u>Main Contractor:</u></p> <ul style="list-style-type: none"> (a) Tender security of Kshs.1,500,000.00 in form of an on-demand Guarantee from either a reputable bank, a reputable financial institution licensed by Central Bank of Kenya or a reputable insurance company approved by PPRA. The Tender Security shall be valid for a period of thirty (30) days beyond the date of tender validity. (b) Copy of Certificate of Incorporation/Business Registration name under the Companies Act or Partnership Deed Duly Certified by a Commissioner of Oaths (c) A current copy of Form CR12 for limited companies or CR13 for business name issued by the Registrar of Companies that indicates the ownership of the company (not older than 12 months, as at the time of the tender Closing). Form CR12/CR13 shall be duly certified by a Commissioner of Oaths. This should be provided with Identification documents of all directors listed on the CR12/CR13 (ID or Passport). (d) valid Tax Compliance Certificate from Kenya Revenue Authority (e) Letter of authority to seek references from the Tenderer's bankers; (KRA) as at the time of tender opening/closing. (f) Valid Registration and current annual NCA practicing license (Building works) for either category 4 or above. (g) Valid business permit from the relevant county government (h) Duly filled, signed and stamped Form of Tender (in company's letter head) (i) Duly filled, Signed and stamped Certificate of independent tender determination Form (j) Duly filled, Signed and stamped Self-Declarations of the tenderer Form (SD 1) (k) Duly filled, Signed and stamped Self-declaration indicating that the person/tenderer will not engage in any corrupt or fraudulent practice Form (SD 2)

	<p>(l) Duly filled, Signed and stamped Declaration and commitment to the code of ethics form</p> <p>(m) Dully filled, signed and stamped Tender Information.</p> <p>(n) Dully filled, signed and stamped Confidential Business Questionnaire.</p> <p>(o) Tender document must be properly tape /book bound (spiral binding not allowed) and all pages sequentially serialized or paginated.</p> <p>(p) No substitution, modification, alteration to the issued standard document is allowed. The bidder is required to fill the required forms in the standard documents and attach to the standard document all other documents, letters, catalogues, brochures, reports among others required in bidding.</p> <p>(q) Pre-tender site visit certificate – duly filled and signed by officer Presiding the pre-tender site visit.</p> <p>(r) Letter of authority to seek references from the Tenderer’s bankers;</p> <p>Sub-Contractors (TO BE NOMINATED)</p> <p>(specialist works tendered for separately)</p>
ITT 11.2	As indicated in ITT 3.1
ITT 13.1	Alternative Tenders SHALL NOT be considered.
ITT 13.2	<p>Alternative times for completion SHALL NOT be permitted.</p> <p>Contract duration 8 calender months</p>
ITT 13.4	Alternative technical solutions shall NOT be permitted
ITT 14.5	The prices quoted by the Tenderer shall not be: SUBJECT TO ADJUSTMENT. THIS SHALL BE A FIXED PRICE CONTRACT
ITT 15.2 (a)	Foreign currency requirements not allowed.
ITT 18.1	The Tender validity period shall be 180 days.
ITT 18.3	<p>(a) The Number of days beyond the expiry of the initial tender validity period will be 30 days.</p> <p>(b) The Tender price shall be adjusted by the following percentages of the tender price:</p> <p>(i) By Nil % of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and</p> <p>(ii) By Nil % the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.</p>
ITT 19.1	<p>Tenderer shall provide a Tender Security. The type of Tender security shall be an On-Demand</p> <p>Guarantee from either a reputable bank, a financial institution licensed by the Central Bank of Kenya or an insurance company approved by PPRA for Kenya Shillings One Million Five hundred thousand (KSh.1,500,000.00)</p>

	Only. The Tender Security shall be valid for a period of thirty (30) days beyond the date of tender validity.
ITT 20.1	In addition to the original of the Tender, the number of copies is: <u>1 COPY</u> clearly marking each “ORIGINAL TENDER” and “COPY OF TENDER,” as appropriate.
ITT 20.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: a written Power of Attorney.
D. Submission and Opening of Tenders	
ITT 22.1	<p>(A) For <u>Tender submission purposes</u> only, the Procuring Entity’s address is:</p> <p>Postal Address: The Chief Executive Officer, KEWISCO Regulated Non -WDT- Sacco Society Ltd, P.O. Box 4491-00200 Nairobi. West end Place, Nairobi West off Langa’ta Road, 1st Floor Email Address: <u>Info@kewiscosacco.org</u> Website(s): <u>https://kewiscosacco.org</u></p> <p>Physical address for hand Courier Delivery to an office or Tender Box at the; Reception on First Floor, KEWISCO Regulated Non -WDT- Sacco Society Ltd West end Place, Nairobi West off Langa’ta Road, 1st Floor .</p> <p>Date and time for submission of Tenders Friday 20th November 2026.at 11:00A.M. Tenderers shall not submit tenders electronically.</p>
ITT 25.1	The Tender opening shall take place on Friday 20th November 2026 at the address for Opening of Tenders provided above
ITT 25.1	Tenderers shall not submit tenders electronically.
ITT 25.9	Tender representative shall sign the register.
E. Evaluation, and Comparison of Tenders	
ITT 30.3	The adjustment shall be based on the <u>Average</u> price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.

ITT 31.2(b)(ii)	Arithmetic errors check will be done for three lowest technically responsive bidders.. NO COMPUTATION ERROR IN BoQS shall be tolerated. Any such occurrence shall be treated as a major deviation that leads to disqualification of the tender if the percentage of the error (error over the tender price quoted) is: more than 0% .
TT 32.1	The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: Kenya Shillings The source of exchange rate shall be: NOT APPLICABLE . The date for the exchange rate shall be: NOT APPLICABLE .

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 33.2	A margin of preference SHALL NOT apply in evaluation.
ITT 33.4	The invitation to tender is extended to the following group that qualify for Reservations NOT APPLICABLE .
ITT 34.1	The Procuring Entity INTENDS to execute certain specific parts of the Works by NOMINATED subcontractors selected in advance. <ol style="list-style-type: none"> 1. Mechanical works (Plumbing, Drainage and Fire Fighting 2. Electrical Installation (Including CCTV System, Structured Cabling and Electric Fence) 3. Lift Installation 4. Standby Generator Installation.
ITT 34.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: 10% of the total contract amount . Tenderers planning to subcontract more than 10% of total volume of work shall specify, in the Form of Tender, the activity (ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.
ITT 35.2 (e)	Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.
ITT 48.1	Other documents required in addition to the Performance Security are: <ol style="list-style-type: none"> <i>ii)</i> An Acceptance Letter within fourteen (14) days from the date of letter of award. <i>iii)</i> An irrevocable and unconditional Performance Bank Guarantee equivalent to Ten Percent (10%) of the contract price awarded as per the format stipulated in the tender document; <i>iv)</i> Contractors All Risk Policy, Work Injury Benefits Act (WIBA) Insurance Cover and other relevant insurance policies necessary during the execution of the works; <i>v)</i> Programme of works showing the general methods, order timing and sequence for all activities of the works; <i>vi)</i> Detailed Cash Flow projection for the entire contract period.

ITT 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the “Notice of Intention to Award the Contract” herein and are also available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>The Secretary, Public Procurement Administrative Review Board, 10th Floor, National Bank building, P.O. Box 58583-00200, Nairobi, Kenya.</p> <p>In summary, a Procurement-related Complaint may challenge any of the following (among others):</p> <ul style="list-style-type: none"> (i) the terms of the Tender Documents; and (ii) the Procuring Entity’s decision to award the contract.
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SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1.0 GENERAL PROVISIONS

- 1.1 This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity shall use **the Standard Tender Evaluation Document for Goods and Works** for evaluating Tenders.
- 1.2 Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
 - Value of single contract - Exchange rate prevailing on the date of the contract signature.
 - Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

1.3 EVALUATION AND CONTRACT AWARD CRITERIA

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2.0 PRELIMINARY EXAMINATION FOR DETERMINATION OF RESPONSIVENESS

Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.

S/N	Mandatory Eligibility criteria	responsiveness	
		Yes	No
1	The Tender is signed by the person with power of attorney, without material deviation, reservation, or omission.		
2	There is a letter granting power of attorney to sign the contract, duly certified by a Commissioner of Oaths		
3	Copy of Certificate of Incorporation/Business Registration name under the Companies Act or Partnership Deed duly Certified by a Commissioner of Oaths		
4	Copy of a valid Tax Compliance Certificate from Kenya Revenue Authority (KRA) as at the time of tender opening/closing.		

S/N	Mandatory Eligibility criteria	Yes	No
5	Valid current annual NCA practicing license (Building works) for either category 4 or above		
6	A current copy of Form CR12 for limited companies or CR13 for business name issued by the Registrar of Companies that indicates the ownership of the company (not older than 12 months, as at the time of the tender Closing). Form CR12/CR13 shall be duly certified by a Commissioner of Oaths. This should be provided with Identification documents of all directors listed on the CR12/CR13 (ID or Passport).		
7	All the pages of bid document must be tape or book bound (spiral binding not allowed).		
8	All the pages of bid document must be chronologically serialized.		
9.	Must fill the form of tender and the price schedule in the format provided in the tender document – Including letter head		
10	Certificate of Independent Tender determination- duly filled, signed and stamped		
11	Self-Declaration That the Person/Tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015 -duly filled and signed		
12	Self-Declaration that the tenderer will not engage in any corrupt or fraudulent practice- duly filled, signed and stamped		
13	Declaration and Commitment to the Code of Ethics- duly filled, signed and stamped		
14	ORIGINAL Pre-tender site visit certificate – duly filled and signed by the officer presiding the pre-tender site visit.		
15.	Valid business permit from the relevant county government		
16	Original Tender Security		

3.0 TENDER EVALUATION (ITT 35)

Price evaluation: in addition to the criteria listed in ITT 35.2 (a) – (d) the following criteria shall apply:

- ii) Alternative Completion Times, if permitted under ITT 13.2, will be evaluated as follows: Not Applicable
- iii) Alternative Technical Solutions for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows: Not Applicable
- iv) Other Criteria; if permitted under ITT 35.2(d) Not Applicable

4.0 MULTIPLE CONTRACTS

- 4.1 Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and a lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1

- i. If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii. If a tenderer wins more than one Lot, the tender will be awarded a contract for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won

Lots. The tenderer will be awarded only the combinations for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

OPTION 2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combination with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combination provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

5.0 ALTERNATIVE TENDERS (ITT 13.1)

Alternative Tenders (ITT 13.1): (NOT APPLICABLE)

An alternative if permitted under ITT 3.1, will be evaluated as follows:

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2 - Works requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

6.0 MARGIN OF PREFERENCE (NOT APPLICABLE)

- a) If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of share holding of Kenyan citizens is less than fifty-one percent (51%).
- b) Contractors shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference.
- c) After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:
 - i. *Group A:* tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty-one percent (51%).
 - ii. *Group B:* tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty-one percent (51%).
- d) All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award of contract. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 6.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

7.0 Post qualification and Contract award (ITT 39), more specifically,

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) Incase the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
 - i. The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings 20,000,000/=
 - ii. Minimum average annual construction turnover of Kenya Shillings 200,000,000/= equivalent calculated as total certified payments received for contracts in progress and/or completed within the last 5 years
 - iii. Atleast two (2) contract(s) of a similar nature executed within Kenya, or the East African Community or a broad, that have been satisfactorily and substantially completed as a prime contractor, or sub-contractor each of minimum value Kenya shillings 100,000,000/= OR equivalent One of the cited jobs to be specifically be a bank or sacco
 - iv. Contractor's Representative and Key Personnel, which are specified as As indicated in the Qualification Form
 - v. Contractors key equipment listed on the table “Contractor's Equipment” below and more specifically listed as *[specify requirements for each lot as applicable]* As indicated in the Qualification Form.
 - vi. Other conditions

a) History of non-performing contracts:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non- performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last five years The required information shall be furnished in the appropriate form.

b) Pending Litigation

Financial position and prospective long-term profit ability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c) Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last

Three (3) years All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or on going under its execution over the years

specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

TENDER EVALUATION CRITERIA

After tender opening, the tenders will be evaluated in 4 stages, namely:

- 1. **Stage 1 - Preliminary Evaluation-Mandatory Requirements;**
This stage of evaluation shall involve examination of the qualification form criteria (mandatory requirements) as set out in this tender document. Any bidders who do not meet the criteria set out in this stage will be automatically disqualified and not subjected to further evaluation.
- 2. **Stage 2 -Technical Evaluation;**
Bidders who qualify at Stage 1 of Evaluation of Mandatory Requirements will be subjected to Technical Evaluation to determine their responsiveness to criteria set out in this tender document. Tenderers who attain 70% and above on the Technical Evaluation will be considered responsive and will therefore be subjected to Financial Evaluation.
- 3. **Stage 3 -Financial Evaluation;**
Bidders who will be considered responsive at Stage 2- Technical Evaluation will be subjected to further evaluation of their financial bid. This will involve checking of arithmetic errors and completeness of the financial bid. The lowest evaluated and responsive bidder for will be recommended for due diligence.
- 4. **Stage 4 –Due Diligence and Recommendation for Award**
The lowest responsive bidder whose financial bid is competitive and consistent will be recommended for award after undertaking due diligence to verify the authenticity and compliance to the conditions of tender.

STAGE 1. PRELIMINARY EVALUATION MANDATORY REQUIREMENTS

Mandatory Instructions to Tenderers:

- 1. *Tenderers must meet all the requirements in the Qualification Form (Mandatory Requirements) items no. Failure to meet any of the Mandatory Requirements will lead to automatic disqualification of the bidder.*
- 2. *For each of the Mandatory Requirements to qualify, the bidder must meet all the sub-requirements for each of these mandatory requirements.*
- 3. *For copies of original documents to be accepted as valid, **they MUST be certified by a commissioner of oaths. The Candidate MUST attach a valid practicing license and the active email address of the commissioner of oaths he/she has used to certify the documents.***
- 4. *All documents provided may be verified for authenticity. Any document found not to be authentic will lead to automatic disqualification of the Bidder.*

1	2	3	4	5
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Item No.	Qualification Subject	Qualification Requirement	Documents To be Completed and Submitted by the Tenderer	For KEWISCO Use (Qualification met or Not Met)
1	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON – 2	
2	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer for the last 3 years	Form CON – 2	
3	Tender Security	ITT 11.1 (h), ITT 19	Provide original Tender Security in the format given. E-Tender securities are acceptable and shall be authenticated by the QR scanner	
4	Certificate of Incorporation	ITT 11.1 (h)	Provide a duly Certified Copy of Incorporation Certificate / Registration of Business Name or Partnership Deed)	
5	NCA practicing license	Valid NCA registration certificate- Buildings contractor	Valid current annual NCA Practicing License for NCA Category 4 valid as at the date of Tender opening	
6	Power of Attorney	Form of Tender & ITT 20.3	Duly Executed Power of Attorney-	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Documents To be Completed and Submitted by the Tenderer	For KEWISCO Use (Qualification met or Not Met)
7	Form of Tender	ITT 17.2	Properly fill, sign and stamp the Form of Tender on the company's letter head. In addition, the following forms should be properly filled signed and stamped; • Certificate of Independent Tender Determination. • Self-Declaration of the Tenderer.	
8	Confidential Business Questionnaire	ITT 17.2	Part A of the Form of tender • Should be properly filled signed and stamped;	
9	Number of participation	As per Section I: Invitation To tender Clause (ii)	One bid per tenderer; • Tenderers will NOT be allowed to submit multiple bids under different names or entities if they share the same directors, beneficial owners or control.	
10	Completeness of the tender Document	ITT 11.1 (h)	Submit a complete set of tender documents as per the instruction to Tenderers and also ensure that all the forms BOQ and Schedules provided in the tender documents are properly filled for completeness	
11	Serialization of Tender Document	ITT 11.1 (h)	The Tenderer shall chronologically serialize all pages of the tender documents from cover page to the last page submitted in the format 1, 2, 3..... Following the same logical sequence.	
12	Alterations on Form of tender and schedules	ITT 11.1 (h), and ITT 12	All alterations made on the Form of tender and schedules must be signed by authorized person(s).	
13	Valid business permit	ITT 11.1 (h)	Valid business permit	
14	Pretender site visit certificate		The bidder shall submit an original copy of dully filled, signed and stamped site visit certificate	
15	Letter of authority to seek references from the Tenderer's bankers;			

Note:

- All the above requirements must Be Met by the tenderer in order to proceed to the technical stage of the evaluation Process
- The certifications by the commissioner for oaths MUST be original bearing the original stamp, original signature and date of certification. The certifications should not be older than one month from date of tender opening,

STAGE 2. TECHNICAL EVALUATION CRITERIA FOR THE CANDIDATE

Instructions to Tenderers:

- 1. *Candidates MUST ensure that ALL the conditions set out in each of the Evaluation Aspects MUST be fully met for the Evaluation Aspect to be awarded marks.*
- 2. *All documents provided may be verified for authenticity. Any document found not to be authentic will lead to automatic disqualification of the Bidder.*
- 3. *Only bidders who score 70% and above at the Technical Evaluation Stage will be subjected to Financial Evaluation.*

Below are the technical evaluation criteria that each Candidate shall be evaluated against:

Kewisco Sacco will evaluate the Technical Proposals of all responsive tenders using the following criteria, sub-criteria, and assessment system for the evaluation of the Technical Proposals:

Item No.	Qualification Subject	Qualification Requirement	Documents To be Completed and Submitted by the Tenderer	For KEWISCO Use (Qualification met or Not Met)
Financial Evaluation Criteria				
1	Financial Capabilities	<p>The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings –Twenty million (20m) net of the Tenderer's other commitments.</p> <p>The Tenderers shall also demonstrate, to the satisfaction of Kewisco Sacco that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to Kewisco Sacco, for</p>	<p>Form FIN – 3.1, with attachments</p> <p>The tenderer to provide sources of funding meeting the requirements in the form of:</p> <ol style="list-style-type: none"> 1. Line of Credit (Valid for the last 6 months from date of tender Opening/Closing) addressed to the procuring entity- indicate the tender advertised. 2. Bank Statement (Current last 6 Months from date of tender Opening/Closing) Unencumbered real assets (evidence in the form of duly certified (by registered valuer/ realtors) copy of: - title deed, recent Search and valuation report within the last 6 months). 3. The real asset should be in the name of the tenderer or at least one of the directors. 4. Any other authorized credit facility accredited by relevant laws in Kenya (e.g. Youth fund, Sacco, Women Enterprise Fund e.t.c) 5. The above sources of funding should either be cumulatively or individually equivalent to at least kshs,20 million, and net of the Tenderer's other commitments. <p>Financial Ratio</p>	Met/Not Met

		<p>the last 2years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.</p>	<p>Provide fully filled signed and stamped computations of the financial ratios in Form <u>FIN – 3.1</u> The form to be signed by the auditor registered with ICPAK and one of the directors.</p> <p>Computation shall be made for the following ratios</p> <p>Current Ratio (≥ 1)</p> <ul style="list-style-type: none"> • Liquidity Ratio (≥ 3) • Return on Capital Employed (ROCE) $\geq 5\%$ <p>iii) Audited Accounts.</p> <p>Provide the above with all pages initialized and stamped by a practicing auditor registered with ICPAK (Auditor's practicing membership number must be indicated and a Valid practicing license shall be provided) and signed by One of the directors.</p>	
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TECHNICAL EVALUATION CRITERIA Part A Cont'				
Item No.	Qualification Subject	Qualification Requirement	Documents To be Completed and Submitted by the Tenderer	For KEWISCO Use (Qualification met or Not Met)
2	Average Annual Construction Turnover	Minimum average annual construction turnover of Kenya Shillings 200,000,000 -equivalent calculated as total certified payments received for contracts in progress and/or completed within the last 5 years, divided by 5 years	Properly fill, sign and stamp Form FIN – 3.2 Attach duly certified copies of letters of Award and Completion Certificates/ Taking over Certificates for each project	Met/Not Met
(ii) Past Experience Evaluation Criteria				
1	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last 5 years,	Fully fill sign and stamp Form EXP – 4.1 Attach duly certified copies of letters of Award and Completion Certificates/ Taking over Certificates for each project Experience	Met/Not Met
2	Specific Construction & Contract Management Experience	A minimum number of two (2) similar contracts each of minimum value Kenya shillings 100,000,000 equivalent that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between for at least the last 5 years, One of the cited jobs must have been for a financial institution either bank or sacco	Fully fill sign and stamp Form EXP – 4.2 Attach duly certified copies of letters of Award and Completion Certificates/ Taking over Certificates for each project	Met/Not Met

TECHNICAL EVALUATION CRITERIA Part B

a) CONTRACTORS REPRESENTATIVE/ KEYPERSONNEL

S/No	Completeness and Responsiveness Criteria	Qualification Requirement	Key Staff	Max Scores			S/No
				Duly fill sign and stamp Form PER. 1 and <u>PER. 2</u> and attach: - Copies of Academic/Professional certificates and relevant testimonials for each of the staff certified Curriculum Vitae. Professional Certificates provided will have a higher weight than academic certificates in scoring KEY PERSONNEL			
				Project manager meets criteria	Minimum Qualification degree in Civil Eng/Architecture	3 Marks	
					Copies of Academic/Professional certificates	2 Marks	
					Curriculum Vitae (CVs)	1 Marks	
					Exp. 5Yrs and above	3 Marks	
			Site Agent meets criteria	Minimum Qualification Dip in Civil Eng/Architecture/construction mgt	3 Marks		
				copies of Academic/Professional certificates	2 Marks		
					Curriculum Vitae (CVs)	1 Marks	
					Exp. 5Yrs and above	3Marks	

				Site Foreman meets criteria	Minimum Artisan certificate in building related field	3 Marks	27 MARKS
					Copies of Academic/Professional certificates	2 Marks	
					Curriculum Vitae (CVs)	1 Mark	
					Exp.5Yrs and above	3Marks	
Equipment Duly fill sign and stamp <u>Form EQU</u> for every equipment provided. <i>(For leased equipment, bidders MUST provide the particular information of the equipment e.g logbooks in a letter referenced to the tender and addressed to the procuring entity not older than 3 months from the date of this tender.</i>							
Lorries minimum capacity of 20 Tonnes or Equivalent						4 Marks	16 marks
Concrete mixer with a minimum 4 cubic metres						3 Marks	
Pickup truck I ton						2 Marks	
Evidence of loose tools used for building works – at least 14 No different types of tools relevant to this work						7 Marks	
a) Previous Experience							

Contract completed in the last five (5) years (Max of 2No. Projects)	Must have completed two (2) projects with similar nature, complexity and magnitude in the last five (5) years from the date of tender opening each of which each must be of a value more than 80% and above of contract price quoted for this project.	Atleast one of the jobs cited should have involved a bank or a sacco	Job 1		30 MARKS	
			Award letter or contract extract indicating value of the job	5 Marks		
			Completion Certificate	3 Marks		
			Professional recommendation letter from the engineer/architect who supervised the job	3 Marks		
			Registration certificate or practicing licence from the professional referee above	4 Marks		
			Job 2 (Bank/Sacco)			
			Award letter or contract extract indicating value of the job	5 Marks		
			Completion Certificate	3 Marks		
			Professional recommendation letter from the engineer/architect who supervised the job	3 Marks		
			Registration certificate or practicing licence from the professional referee above	4 Marks		
b) Methodology						
				Method statement	3 Marks	
				Organogram	3 Marks	

				Work Programme (detailing, scope of works, identifying time scales, lead times, development phases and durations, sequence of activities, critical path and human and material resource needed to reach each milestone	6 Marks	22 marks
				Cash Flow Plans/projection	4 Marks	
				Quality control/Material testing	3 Marks	
				Occupational safety and health measures	3 Marks	
c) Environmental and Social Management plan					5 marks	5 marks
TOTAL MARKS						100 marks
<p>NOTE: Any additional information pertaining to this tender that does not fit in the standard tender forms may be printed in indelible ink on the tenderer's stationery on its letterhead as long as it does not distort the information therein</p> <p>Tenderers who do not attain the set minimum required pass mark of 70 % in the TECHNICAL EVALUATION CRITERIA part B (above) will be deemed non responsive</p>						

Only Candidates who attain a minimum score of 70% and above in Technical Evaluation as per the criteria above shall be subjected to Financial Evaluation.

STAGE 3 -FINANCIAL EVALUATION;

Bidders who will be considered responsive at Stage 2- Technical Evaluation will be subjected to further evaluation of their financial bid. This will involve checking of arithmetic errors, consistency of rates and completeness of the financial bid.

STAGE 4 –DUE DILIGENCE AND RECOMMENDATION FOR AWARD

The lowest evaluated bidder whose financial bid is competitive and consistent will be recommended for award after undertaking due diligence to verify the authenticity and compliance to the conditions of tender. The following parameters shall be considered:

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	<i>Document To be Completed by Tenderer</i>	<i>For Procuring Entity's Use (Findings)</i>

1	Due Diligence: A. Visitation of Candidate's project sites of relevant building works.	<p>The evaluation committee shall visit at least two (2) project sites of relevant building works that fall in the two categories listed below:</p> <p>CATEGORY I: One (1) building Project, CURRENTLY UNDER CONSTRUCTION.</p> <p>The project submitted in this category MUST meet the requirements below:</p> <ol style="list-style-type: none"> The project MUST be located in Kenya. The project MUST have commenced within the last ten (10) years. The project MUST have a minimum contract sum of Kenya Shillings one hundred million (Kshs.100 million). The project MUST have at least two levels; ground plus one. The project MUST have letters of reference from the respective Client and the project Lead Consultant. <p>The project will be evaluated as follows: ☐</p> <p>Construction techniques</p> <ul style="list-style-type: none"> ➤ Plant, machinery and equipment ➤ Health and safety measures put in place ➤ Management of materials ➤ Labour management ➤ Progress of works ➤ Quality of the works ➤ Quality control measures put in place ➤ General site organization ➤ Environmental measures put in place 	Attach all relevant documents to meet this criterion	
1	2	3	4	5

Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Findings)
		<p>CATEGORY II: One completed and occupied building project.</p> <p>The project submitted in this category MUST meet the requirements below:</p> <ul style="list-style-type: none"> a) The project MUST be located in Kenya. b) The project MUST have commenced within the last ten (10) years. c) The project MUST have a minimum contract sum of Kenya Shillings One hundred million (Kshs.100 million). d) The project MUST have at least 2 levels ground plus one. e) The project MUST have letters of reference from the respective Client and the project Lead Consultant. <p>The project will be evaluated as follows:</p> <ul style="list-style-type: none"> ➤ Plumbness, Squareness, Alignment, and Levelness of various building components ➤ Integrity, Quality and standard of materials ➤ Cutting, forming, placing and jointing of materials and components ➤ Meeting the project timelines ➤ Satisfaction of the Client (upon contacting Client) ➤ Satisfaction of the Lead Consultant (upon contacting the Lead Consultant) ➤ Satisfaction of the end user ➤ Aging of the building 	Attach all relevant documents to meet this criterion	
1	B. Visitation of Candidate's workshops/ facilities the yard/ storage	The evaluation committee will visit the Candidate's construction yard/workshop/storage facility. Documentary proof of ownership or lease of the yard, workshop and storage facilities MUST be provided. The evaluation of the	Attach all relevant documents to meet this criterion	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Findings)
		<p>above will be as follows:</p> <p>i. Inspection of the Candidate's yard; adequacy, location</p> <p>ii. Inspection of the Candidate's storage facilities; adequacy, organization and location</p> <p>iii. Inspection of the Candidate's workshop facilities; variety of workshop equipment, capacity</p>		
1	C. Inspection of the Candidate's construction plant, machinery and equipment	<p>The evaluation committee will visit the Candidate's construction yard or a site where they have kept their construction plant, machinery and equipment.</p> <p>Documentary proof of ownership or lease of the plant, machinery and equipment MUST be provided. The Candidate MUST also attach a letter of commitment that the plant, machinery and equipment will be available for the project if it is awarded to them. The evaluation of the above will be as follows:</p> <p>ii. Concreting equipment</p> <p>iii. Vertical transportation equipment</p> <p>iv. Vehicular transportation equipment</p> <p>v. Earthmovers/ compactors</p> <p>vi. Power tools/ generator</p>	Form EQU: Equipment, with all relevant attachments to meet this criterion	

	D. Visitation of the Candidate's office	<p>The evaluation committee shall visit the Candidate's offices. The Candidate MUST state a detailed location of their offices in the Confidential Business Questionnaire as provided in the standard documents. Documentary proof of ownership or lease of the premises MUST be provided.</p> <p>The evaluation committee shall evaluate the following:</p> <ul style="list-style-type: none"> (i) Office equipment (ii) Office furniture (iii) Staff establishment levels 	Confidential Business Questionnaire, with all relevant attachments to meet this criterion	
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SECTION IV - TENDERING FORMS

QUALIFICATION FORMS

1. FOREIGN TENDERERS 40%RULE

Pursuant to ITT 3.9, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	

2. FORMEQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment ☐ Owned ☐ Rented ☐ Leased ☐ Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

3. FORM PER -1

Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	Title of position: Contractor's PROJECT MANAGER	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: [<i>SITE AGENT</i>]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: [<i>FOREMAN</i>]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

4. FORM PER - 2:

Resume and Declaration - Contractor's Representative and Key Personnel.

Name of Tenderer

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned *[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Tender evaluation; (b) result in my disqualification from participating in the Tender; (c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: *[insert name]*

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

5. TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

5.1 FORM ELI -1.1 Tenderer Information Form

Date: _____ ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:

Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of; ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 ☐ In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 ☐ In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: ☐ Legal and financial autonomy <ul style="list-style-type: none"> • Operation under commercial law • Establishing that the Tenderer is not under the supervision of the Procuring Entity
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

5.2 FORM ELI -1.2

Tenderer's JV Information Form (to be completed for each member of Tenderer's JV)

Date: _____ ITT No. and title: _____

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 3.5.
2. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

5.3 FORM CON –2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____
 Date: _____
 JV Member's Name _____
 ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
☐ Contract non-performance did not occur since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
☐ Contract(s) not performed since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
☐ Contract(s) withdrawn since 1 st January <i>[insert year]</i> specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
☐ No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, SubFactor 2.3.			
☐ Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	

		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
☐ No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, SubFactor 2.4. ☐ Litigation History in accordance with Section III, Evaluation and Qualification Criteria, SubFactor 2.4 as indicated below.			
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Include details relating to potential bid-rigging practices such as previous occasions where tenders were withdrawn, joint bids with competitors, subcontracting work to unsuccessful tenderers, etc.

5.4

3.1: Financial Situation and Performance

Tenderer's Name: _____ Date: _____
 _____ JV Member's
 Name _____
 ITT No. and title: _____

5.4.1. Financial Data

Type of Financial information in _____ (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

5.4.2 Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

5.4.3 Financial documents

The Tenderer and its parties shall provide copies of financial statements for *TWO* years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements¹ for the *TWO* Years required above; and complying with the requirements

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

5.5

3.2:

Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

		Annual turnover data (construction only)	
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

5.6

3.3:

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		
3		

5.7

3.4:

Current Contract Commitments / Works in Progress

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month]
1					
2					
3					
4					
5					

5.8 FORM EXP 4.1

General Construction Experience

Tenderer's Name: _____ Date: _____
 _____ JV Member's
 Name _____
 ITT No. and title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

5.9 FORM EXP 4.2(a)

Specific Construction and Contract Management Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount				Kenya Shilling
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number E-mail:				

5.9 FORM EXP - 4.2 (a) (cont.)

Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

5.10 FORM EXP 4.2(b)

Construction Experience in Key Activities

Tenderer's Name: _____

Date: _____
Tenderer's JV Member Name: _____
Sub-contractor's Name² (as per ITT 34): _____
ITT No. and title: _____

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: _

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor ☐	Member in JV ☐	Management Contractor ☐	Sub-contractor ☐
Total Contract Amount	Kenya Shilling			
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)	Actual Quantity Performed (i) x (ii)	
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

Information	

² If applicable

Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

2. Activity No. Two
3.

OTHER FORMS

6. FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
 - *Tenderer's Eligibility- Confidential Business Questionnaire*
 - *Certificate of Independent Tender Determination*
 - *Self-Declaration of the Tenderer*

Date of this Tender submission: *[insert date (as day, month and year) of Tender submission]*

Request for Tender No.: *[insert identification]* **Name and description of Tender**
[Insert as per ITT] Alternative No.: *[insert identification No if this is a Tender for an alternative]*

To: *[insert complete name of Procuring Entity]*

Dear Sirs,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum³ of Kenya Shillings *[[Amount in figures]*

_____ Kenya Shillings *[amount in*

words] _____

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Architect notice to commence, and to complete the whole of the Works comprised in the Contract within ***Eight (8) calendar months***
3. We agree to adhere by this tender until *[.....]*, and it shall remain binding upon us and may be accepted at any time before that date.

³ This sum should be carried forward from the Summary of the Bills of Quantities. ⁴
The percentage quoted above should not include provisional sums, and not more than two foreign currencies are allowed.

4. We understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the under signed, further declare that:
 - i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
 - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
 - iii) Tender - Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
 - iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
 - v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
 - vi) Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; or
Option 2, in case of multiple lots:
 - (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
 - (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
 - vii) Discounts: The discounts offered and the methodology for their application are:
 - viii) The discounts offered are: *[Specify in detail each discount offered.]*
 - ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
 - x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
 - xi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
 - xii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a sub-contractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
 - xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or

any other entity of the Government of Kenya, or any international organization.

- xiv) State-owned enterprise or institution: *[select the appropriate option and delete the other] [We are not a state- owned enterprise or institution]/[We are a state-owned enterprise or institution but meet the requirements of ITT3.8];*
- xv) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- xvi) Binding Contract: We understand that this Tender, together with your written acceptance there of included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- xvii) Not Bound to Accept: We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) Fraud and Corruption: We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- xix) Collusive practices: We hereby certify and confirm that the tender is genuine, noncollusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ *(specify website)* during the procurement process and the execution of any resulting contract.
- xxi) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
- a) Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are not in any conflict of interest.
 - b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.
 - (a) Self-Declaration of the Tenderer - to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - (d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1 - Fraud and Corruption**” attached to the Form of Tender.

Name of the Tenderer: *[insert complete name of person signing the Tender]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: **[insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of [insert month], [insert year]

Datesigned _____ dayof _____,

_____ Notes

* In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer.

**Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.

(a) TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

(a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date <i>[attach certified copy]</i>	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency <i>[attach certificate of incorporation/registration]</i>	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

(b) **Sole Proprietor**, provide the following details.

Name in full _____ Age _____
Nationality _____ Country of Origin _____ Citizenship _____

[attach certified copy of registration]

(c) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

[attach certified copy of registration]

(d) Registered Company, provide the following details.

i) Private or public Company ____ ii) State the nominal and issued capital of the Company _____

Nominal Kenya Shillings (Equivalent)..... Issued
Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

[attach certified copy of registration]

(e) DISCLOSURE OF INTEREST - Interest of the Firm in the Procuring Entity.

[attach certified copy of CR12 or equivalent]

i) Are there any person/persons in..... (Name of Procuring Entity) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

(i) Conflict of interest disclosure

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with		
	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer

	another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full

Name

Title or

Designation

(Signature)

(Date)

b) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____ *[Name of Procuring Entity]* for: _____ *[Name and number of tender]* in response to the request for tenders made by: *[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ *[Name of Tenderer]* that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name _____

Title _____

Date

[Name, title and signature of authorized agent of Tenderer and Date]

(c) **SELF- DECLARATION FORMS**

FORM SD1

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

I,, of Post Office Box being a resident
of..... in the Republic of do
hereby make a statement as follows: -

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Direct or
of
..... (*insert name of the Company*) who is a Bidder in respect of
Tender No.
..... for (*insert tender title/description*) for
..... (*insert name of the Procuring entity*) and duly authorized and competent
to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from
participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

FORM SD2

**SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY
CORRUPT OR FRAUDULENT PRACTICE.**

I,of P.O. Box being a resident
of..... in the Republic of do hereby make a statement
as follows: -

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director
of
..... (*insert name of the Company*) who is a Bidder in respect of **Tender
No.**..... for..... (*insert tender title/description*) for
(*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT theafore said Bidder, its servants and/or agents/subcontractors will not engage in any corrupt
or fraudulent practice and has not been requested to pay any inducement to any member of the Board,
Management, Staff and/or employees and/or agents of (*insert name of the
Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any
inducement to any member of the Board, Management, Staff and/or employees and/or agents of
..... (*name of the procuring entity*).

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I (person) on behalf of *(Name of the Business/ Company/Firm)*
 declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

(d) APPENDIX 1 - FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

- 1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

- 2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Subcontractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.
- 2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:
- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or as set disposal proceeding;
 - 2) A person referred to under subsection (1) who contravenes the provisions of that subsection commits an offence;
 - 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
 - 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
 - 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
 - a) Shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered in to, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontractor or for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
 - 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
 - 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

3. In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - iv) “obstructive practice” is:
 - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- “fraudulent practice” includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, subcontractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and

- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's in eligibility to be awarded a contract shall includee, without limitation, (i) applying for prequalification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary: _____

Request for Tenders No: _____

Date: _____ **TENDER GUARANTEE No.:** _____

Guarantor: _____

1. We have been informed that _____ (here inafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here inafter called" the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ () upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above onor before that date.

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee] - NOT APPLICABLE

TENDER GUARANTEE No.:

1. Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of _under Request for Tenders No.__(“the ITT”).
2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
 - a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.
TENDER SECURING DECLARATION

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date: *[insert date (as day, month and year) of Tender Submission]*

Tender No.: *[insert number of tendering process]* To:

..... *[insert complete name of Purchaser]* I/We, the

undersigned, declare that:

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

Signed:..... Capacity/title

(director or partner or sole proprietor, etc.)

Name:..... Duly

authorized to sign the bid for and on behalf of: *[insert complete name of Tenderer]*

Dated on day of, *[Insert date of signing]* Seal or stamp

PART II - WORKS REQUIREMENTS

SECTION V - BILLS OF QUANTITIES

Pricing notes

Preliminaries :

- i). Particular preliminaries
- ii). General preliminaries

Builders works

- i). Main block
- ii). Power room
- iii). Security room
- iv). Boundary wall
- v). External works

PC AND Provisional sums

GRAND SUMMARY

PRICING NOTES

SPECIAL NOTES TO BE READ PRIOR TO PRICING THESE BILLS OF QUANTITIES

1. The Tenderer shall tender for the above Works in accordance with the drawings, Specifications and Bills of Quantities.
2. The Tenderer is required to check the numbers of the pages of these Specifications and Bills of Quantities against the index and should he find any missing, in duplicate or indistinct he must inform the Employer at once and have the same rectified.
3. Should the Tenderer be in doubt about the precise meaning of any item or figures, for any reason whatsoever, he must inform the Employer at once in order that the correct meaning may be decided before the date for submission of the tenders.
4. No liability will be admitted or claim allowed in respect of errors in the Tenderer's Tender due to mistakes in the Specifications which should have been rectified in the manner described above.
5. The annexed Bills of Quantities must be fully priced in ink. The Tenderer shall not alter or otherwise qualify the text of these Specifications and Bills of Quantities Any alteration or qualification made without authority will be ignored and the text of the Bills of Quantities as printed will be adhered to.
6. The Tenderer shall be deemed to have made allowance in his prices generally to cover items of Preliminaries or additions to Prime Cost Sums or other items, if the Tenderer has not priced these where appropriate.
7. All items of measured work shall be priced in detail and tenders containing Lump Sums to cover trades or groups of work must be broken down to show prices of each item before they will be accepted. Lump Sums to cover items of Preliminaries shall be likewise broken down if so required.
8. In no case will any expense incurred by Tenderers in preparation of this Tender be allowed.
9. The copyright of these Specifications and Bills of Quantities is vested in the Quantity Surveyors and no part thereof may be reproduced without their express permission given in writing.
10. The Tenderer is solely responsible for the accurate ordering of materials in accordance with the Drawings and Architect's instructions and no claim for any loss or expense will be entertained for orders for materials based upon the Bills of Quantities
11. If it is found on the examination of a Tender that there are arithmetical errors, then the difference between the Tender and the corrected total shall be applied as a percentage adjustment of addition or omission on all the builder's rates so that the original Tender Amount remains unaltered. When calculating the percentage adjustment, the total cost of the Preliminaries, Provisional and P.C. sums, Contingencies and any other items of a similar nature shall be excluded.
- 14.0 **All rates shall be deemed to include.** All duties, taxes, and other levies payable by the contractor under the contract, **(In particular VAT and withholding tax)**, or for any other cause as of the date 30 days prior to the deadline for submission of tenders, shall be included in the rates and prices and the total tender price submitted by the tenderer. No separate claims on taxes will not be allowed
12. The Bills of Quantities must be priced in Kenya currency i.e. shillings and cents.

PRELIMINARIES

- i). Particular preliminaries
- ii). General preliminaries

ITEM	DESCRIPTION	AMOUNT
	PARTICULAR PRELIMINARIES	
A	<p>PARTIES</p> <p>The "EMPLOYER" is</p> <p>KEWISCO Regulated Non -WDT- Sacco Society Ltd, P.O. Box 4491-00200 Nairobi. West end Place, Nairobi West off Langa'ta Road, 1st Floor Email Address: Info@kewiscosacco.org</p>	
B	<p>The "PROJECT MANAGER"</p> <p>ENG. BENSON MUKOYA WAMAYA PO. BO 52691-00200 NAIROBI</p>	
C	<p>The "PROJECT ARCHITECT"</p> <p>M/s PAESANI LIMITED P.O. BOX 47944-00100 NAIROBI.</p>	
D	<p>The "PROJECT QUANTITY SURVEYOR"</p> <p>M/s MICHAEL G WANJOHI. P.O. BOX 2615-0200 NAIROBI.</p>	
E	<p>The "PROJECT STRUCTURAL AND CIVIL ENGINEER"</p> <p>M/s APEX SYSTEMS CONSULTING GROUP LTD. P.O. BOX 38900 - 00100, NAIROBI.</p>	
F	<p>The "PROJECT SERVICES ENGINEER"</p> <p>M/s AMSOWCONSULT LIMITED. P.O. BOX 63090-00200 NAIROBI</p>	

ITEM	DESCRIPTION	AMOUNT
A	PRICING ITEMS OF PRELIMINARIES Prices SHALL BE INSTERTED against Items of "Preliminaries" in the tenderer's priced Bills of Quantities. Where no price is inserted the Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all such costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract. The contractor is advised to read and understand all preliminary items.	
B	DESCRIPTION OF THE WORKS The building on reinforced concrete , strip and/or bases foundations, columns, beams, suspended slabs staircase and a lift shaft including solid concrete block & stone walls plastered and painted. Roofs are waterproofed reinforced concrete slabs with epoxy finish and a parapet wall. All external doors are glazed aluminium, windows are in aluminium, curtain walling. All internal doors are flush solid/semi solid,glazed aluminium, fire rated security doors Partitions are powder coated aluminum with laminated glass and part in dry wall plywood backed Floor finishes are in granite slab, granito tiles, porcelain, ,carpet tiles, etc Ceilings are in suspended acoustic tiles on T-profiled aluminium sections hang on, gypsum and some areas plaster and paintwork Balustrading and railing are stainless steel railing External works are site clearance & preparatory works, roads and parking areas in cabro , footpaths in PCC slabs, stormwater drainage, foul water drainage, water reticulation, electrical reticulation and soft landscaping. Electrical works include supply and installation of all electric fittings in accordance with engineer's directions.	
C	FLOOR AREAS The total built up area is approximate 1202 Square Metres approximately. The total gross floor area is given without warranty but for guidance only.	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT
A	<p>MEASUREMENTS</p> <p>In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER. For guidance</p> <p>LOCATION OF SITE</p> <p>The site of the proposed works is situated along Lang'ata South Road in Karen. There shall be scheduled MANDATORY pre-tender site visits on Wednesday 11TH November 2026. At 11.00am, Non- attendance shall render the bid ineligible for further evaluation</p> <p>Bidders are expected to congregate on site, Langata south road, off Karen Langata road, along service lane right behind One stop Arcade mall.</p> <p>The Contractor shall be deemed to have verified for themselves following:-</p> <ul style="list-style-type: none"> (a) The nature of the site (b) The amount of clearing and cutting and fillings and therefore ready with the right equipment. (c) The nature of existing communication by road or otherwise. (d) The availability of land for the erection and positioning of all temporary structures, plant and materials necessary for the execution of the works. <p>No claim will be allowed for travelling or other expenses, which may be incurred by the contractor in visiting the site or preparing the tender for the woks.</p> <p>Carried to CollectionKsh</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p>LABOUR CAMPS</p> <p>The contractor shall be allowed to house labour on site to the approval of the Project Architect. The contractor to make arrangements to transport additional labour not housed on site to and from site on a daily basis.</p>	
B	<p>STORES AND SHEDS</p> <p>The contractor shall set up to the approval of the Architect a Ample temporary watertight sheds in the premise for his own use and the use of the sub-contractors for the proper storage and protection of materials vulnerable to theft, weather remove when ordered.</p>	
C	<p>TEMPORARY STRUCTURES</p> <p>The contractor shall allow for providing and clearing away on completion of the works such temporary hoarding, rubbish chutes, gates, planked walkways, guard rails etc. as may be necessary for the protection of the workers, the general public, and for the proper execution of the works. As such, temporary structures shall be constructed with the approval of the Architect and to his full satisfaction and in such a manner as to cause minimum inciseness and disturbance to occupants of adjacent building, entry and exit to the existing building and users of the adjacent roads. All such temporary structures shall comply in all aspects with the national laws, rules, and regulations currently in force and applicable to such structures.</p> <p>All temporary structures shall be erected in a manner that the unloading of materials causes minimum obstruction to the use of adjacent roads and other facilities All temporary structures shall be kept properly lighted throughout the periods of darkness and any corners or projections shall be painted white.</p> <p>Temporary structures shall not be used or permitted to be used for advertisement purposes except with the consent of the Architect</p> <p>All temporary structures shall be maintained at all times in good order and good condition to the satisfaction of the Architect</p> <p>All temporary structures shall be removed when so required by the Architect or at the end of the period for which it is required</p> <p>The Contractor shall indemnify and shall keep the employer indemnified against any expenses, loss, claim or suits arising out of or in connection with the temporary structures. The Contractor shall pay all local authority or other charges payable in connection with temporary structures</p> <p>Carried to Collection</p>	
	Ksh	

ITEM	DESCRIPTION	AMOUNT
A	<p>CLAIMS</p> <p>It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such claimor intent to claim notice to the PROJECT MANAGER within the contract period. No claims shall be entertained upon the expiry of the said contract period.</p>	
B	<p>OBTAINING "OCCUPATION CERTIFICATES"</p> <p>The Contractor shall obtain requisite occupation certificates for all the Works upon completion of the works from the relevant authorities and submit to the Employer. Release of First Moiety upon completion of Works will be subject to submission of the occupation certificates to the Employer.</p>	
C	<p>TEMPORARY HOARDING AND CATCHMENTS SHUTTERING AROUND WORKING AREAS</p> <p>Temporary hoarding shall be provided all around the site. The tenderers amount for hoarding shall be deemed to be inclusive of all legally demandable fees for the temporary hoarding by the Local and Central Authorities</p> <p>1. The hoarding shall be overall 3000mm high constructed in new prepainted gauge 28 galvanised box profile IT5 sheets mounted on steel framing and adequately supported by steel props, bearers and brackets at appropriate centres to the entire satisfaction and approval of the Architect and Structural Engineers.(approximately 206 L.M @.....)</p> <p>Vehicle and pedestrian gates shall be provided.</p> <p>2. The external surfaces of the hoarding will be primed and painted with undercoat and one finishing coat gloss oil paint.</p> <p>3. Advertisements on the hoarding will only be allowed with the express approval of the Architect.</p> <p>The Contractor shall allow for thoroughly maintaining the hoarding and gates throughout the contract and clearing away and making good disturbed ground on completion. All materials arising will remain the property of the Contractor and he should allow credit against this.</p> <p>Carried to Collection</p> <p style="text-align: right;">Ksh</p>	

ITEM	DESCRIPTION	AMOUNT
A	TELEPHONE The contractor shall provide a telephone facilities (fixed or mobile) on site throughout the duration of the contract for use by the project manager and or his representataive . He shall also maintain the phone in permanent working condition and pay all charges for the duration of the Contract and buy airtime in connection therewith for the entire contract duration (minimum airtime kshs 2,500 per month)	
B	WATCHING, LIGHTING AND CCTV The Contractor shall provide at his own risk and cost all watching as necessary to safeguard the works, plants and materials against damage and theft.	
C	TEMPORARY DISPOSAL OF RAIN WATER The Contractor shall provide and maintain all necessary temporary gutters, downpipes, chutes, drains etc. for conveying rainwater from the buildings. The Contractor shall allow for temporary drainage plumbing and piping for keeping the premises and site free from accumulation of water. The Contractor shall allow for draining flood water out of the site	
D	PROJECT SITE OFFICE The Contractor shall provide through hiring or Constructing a site office where directed on site and as designed by the Architect. He shall maintain the temporary office for the sole use of the Employer, Consultants, Clerk of Works and himself. He shall provide, erect and maintain a western type water closet for the sole use of the above users, including making temporary connections to drain where applicable to the satisfaction of the Government and Medical Officers of Health and shall pay all conservancy charges and keep both office and closet in a clean and sanitary condition and dismantle and make good disturbed surfaces to the satisfaction of the Architect on completion of the works. The office and closet shall be completed and ready for use within six (6) weeks from the date of site possession failure to which liquidated damages/penalty of Kshs. 10,000.00 per day will apply for non-completion. The office space 60square metres) Contractor shall pay for all charges for electricity, internet connection, mobile telephone and water bills during the construction and maintenance period.- Project architect to issue design This structure shall be removed on completion.	
	Carried to Collection	Ksh

ITEM	DESCRIPTION	AMOUNT
A	<p>SITE OFFICE FURNITURE Provide a Complete set of 20 pax Conference table and 20 No. matching c chairs, 2No 1.8 x 1.8m L shaped desk with drawers, 20No Visitor chairs, 4No 1.0m x 0.6m x 1.8m high wall cabinet shelves with lockable storage</p> <p>Allow for Contractor's profits and overheads (5%)</p>	
B	<p>The Contractor shall keep on site and maintain functional and in good condition throughout the Contract Period, the following for the use of the PM and his representatives;</p> <p>i) Accurate level together with levelling staff and ranging rods. ii) A Total Station complete with requisite accessories. iii) An optical plummet. iv) Two 10m steel tapes. v) Two 100m steel tapes. vi) Laser multifunction color printer/scanner/copier with bluetooth & Wi-Fi connections complete with stationery and consumables. vii) Broadband internet connection</p>	
C	<p>INSPECTION BY STATUTORY BODIES /LOCAL AUTHORITIES The Contractor shall allow for periodic inspections by local authorities/County buildinginspectors during the currency of the Contract.</p>	
D	<p>FIXED PRICE CONTRACT This is a fixed price Contract deemed to include all duties ,tariffs and taxes imposed by theGovernment and Statutory/Local Authorities. Fluctuations for labour (Price Adjustment) is notapplicable.</p>	
E	<p>CLERK OF WORKS EXPENSES The Contractor is required to make provisions to the satisfaction of the Project Manager for the following items Provide a provisional sum of Kenya shillings One million Two Hundred thousand for clerk of works expenses 1,200,000/-</p> <p>Allow for Contractor's profits and overheads (5%)</p>	
	<p>Carried to Collection</p> <p style="text-align: right;">Ksh</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p>CONTRACTOR'S SUPERINTENDENCE/ SITE AGENT</p> <p>The Contractor shall constantly keep on the works a literate English fluent speaking Agent or Representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor, directions and instructions from the Architect and such directions and instructions shall be deemed to be given to the Contractor in accordance with conditions of Contract. The Agent shall not be replaced without the specific approval of the Architect.</p>	
B	<p>SUFFICIENCY OF TENDER</p> <p>The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the Works and the rates and the prices stated in the Bills of Quantities. Rates and prices quoted shall cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.</p>	
C	<p>BID SECURITY</p> <p>The tenderer shall provide a Bid Security as prescribed in the Invitation to Tenderers</p>	
D	<p>URGENCY OF THE WORKS</p> <p>The Contractor is notified that these “Works are Urgent” and should be completed within the period stated in these in form of tender</p> <p>The Contractor shall allow in his rates for any costs he deems that he/she may incur by having to complete the works within the stipulated contract period.</p>	
	<p>Carried to Collection</p>	<p>Ksh</p>

ITEM	DESCRIPTION	AMOUNT
	<p><u>PARTICULAR INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT</u></p> <p>The following are the insertions to be made in the appendix to the Contract Agreement:-</p> <ol style="list-style-type: none"> 1. Period of Final measurements – SIX (6) Months from Practical Completion 2. Defects liability Period - SIX (6) Months from Practical Completion 3. Date for Possession - To be agreed with Project Manager 4. Liquidated and Ascertained Damages - As per special conditions of contract 5. Period of Honouring certificates -Thirty (30) Days 6. Percentage of Certificate value retained - 10% 7. Performance Security to be-10% of Contract Sum <p>Carried to Collection</p>	<p>Ksh</p>

ITEM	DESCRIPTION	AMOUNT
	Section No. 1 PARTICULAR PRELIMINARIES <u>SECTION SUMMARY-</u> <u>PARTICULAR PRELIMINARIES</u> Total Brought Forward from Page No. <div>1/1</div> <div>1/2</div> <div>1/3</div> <div>1//4</div> <div>1/5</div> <div>1/6</div> <div>1/7</div> <div>1/8</div>	
	PATRICULAR PRELIMINARIES CARRIED TO GRAND SUMMARY - <div>Ksh</div>	

ITEM	DESCRIPTION	AMOUNT
	GENERAL PRELIMINARIES	
	ABBREVIATIONS	
A	<p>Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows:-</p> <p>m3/C.M. Shall mean cubic metre m2/S.M. Shall mean square metre m/L.M. Shall mean linear metre mm/MM Shall mean Millimetre Kg. Shall mean Kilogramme No. Shall mean Number Prs. Shall mean Pairs B.S. Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I England. Ditto: Shall mean the whole of the preceding description except as qualified in the description in which it occurs. m.s. Shall mean measured separately. a.b.d Shall mean as before described. P.M. Shall mean Project Manager</p>	
B	<p>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</p> <p>Attendance ; Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:-Attendance on Nominated Sub-Contractors shall be given as an iteming each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same.Fix Only:-"Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated),pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.</p> <p>Carried to Collection</p>	
	Ksh	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>FORM OF CONTRACT</u></p> <p>The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Works buuliding and civil engineering (2021 Edition) included herein</p> <p>Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities</p>	
B	<p>STAMP DUTY CHARGES</p> <p>The Contractor shall allow for the payment of all stamp duty charges in connection with the Performance Bond and Contract Agreement.</p>	
C	<p>SITE LEVELS</p> <p>Before commencing work the Contractor must arrange for and agree with the Architect, Engineer and Quantity Surveyor the existing site levels and similarly establish and agree on a bench mark.</p>	
D	<p>SETTING OUT</p> <p>The contractor shall set out works in accordance with the dimensions and levels shown on the drawings and shall be responsible of the correctness of all dimensions and levels set out by him and he will be required to amend all errors arising from inaccurate setting out at his own cost and expenses. In the event of any error or discrepancy in the dimensions or levels marked on the drawings being discovered, such errors or discrepancies must be reported by the contractor to the architect for his immediate attention. No work shall be commenced by the contractor until he has received written instructions from the Architect to adjust such discrepancies which may be proved, upon receipt of such instructions and no claim for extra expenses or relief from the provisions of the Conditions of the Contract , any discrepancy or error in the dimensions or levels shown on the drawings may be made thereafter.</p> <p>Before any work is commenced by Sub-Contractors or specialist firms, dimensions must be checked on the site and/or building and agreed with the Contractor irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.</p> <p>Carried to Collection Ksh</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p>SAMPLES</p> <p>The contractor shall furnish at the earliest possible opportunity before work commences and at his own cost any samples of materials or workmanship that may be called for by the Project Manager for his approval or rejection. The project manager may reject any materials or workmanship not in his opinion to be up to approved samples. The contractor shall furnish at the earliest possible the work to which they apply.</p> <p>The Contractor shall ensure their protection against theft, loss or damage.</p>	
B	<p>EXISTING PROPERTY AND ADJACENT PROPERTY</p> <p>The contractor shall take every precaution to avoid damage to all existing and adjacent property including buildings, roads, cables, drains and other services and he will be held responsible for all damages hereto arising from the execution of his contract and he shall make good all such damages when directed at his own expense to the satisfaction of the Architect.</p>	
C	<p>EXISTING SERVICES</p> <p>Prior to commencement of any work the contractor is to ascertain from the relevant Authorities the exact position, depth and level of all existing electric cables, water pipes and all other services in the area and he shall make whatever provisions may be required by the authorities concerned for the support and protection of such services. Any damage or disturbances caused to any service shall be reported immediately to the Architect and the relevant Authority and shall be made good to their satisfaction at the contractor's expense.</p> <p>Through temporary interference with existing sewer or any drains, whether for the purpose of diverting, lifting, laying or making connections, the Contractor shall at his own expense provide timber troughs, pipes or other channels and if required, pumping appliances for maintaining the flow through the respective diversions.</p> <p>Where removal or disconnection of such service lines is required to be carried out under the Contract, the operations must be carried out in co-ordination with the relevant Local Service Authority so as to minimize any disruption of services to the surrounding buildings and to enable them not make any precautions necessary and to make any alternative arrangement for the temporary provision of the services affected.</p> <p>The Contractor will further be required to provide at his own cost any temporary service lines or connections for the duration of disruption caused by such disconnections or removal.</p> <p>The Contractor to allow for relocation of existing services that may be required.</p> <p>Carried to Collection Ksh</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p>The Contractor shall be held responsible for and shall indemnify the Employer against all losses and expenses incurred as a result of such damage and disruption of services.</p> <p>MATERIALS, TOOLS, PLANT AND SCAFFOLDINGS</p> <p>All materials and workmanship used in the execution of the works shall be of the best quality and description. Any materials for the works condemned by the Architect shall immediately be removed from the site at the Contractor's expense.</p> <p>All materials and workmanship shall unless otherwise specified or described conform to the appropriate British Standards Institution specification current at the date of tender</p> <p>The works throughout shall be executed by skilled workmen well versed in their respective trades.</p> <p>The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are on site when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials. The contractor shall be responsible for the provision of all materials, hoists, Tower cranes, tackle, plant, vehicles, tools and appliances scaffolding, transport and workmen required for the works except in so far as may be stated otherwise herein and he shall allow for the provision of the foregoing</p> <p>The contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works including Sub-Contractors works, provide special scaffolding as required by the</p> <p>Sub-Contractors, alter and adapt all scaffolding as and when required during the works and remove on completion and make good.</p> <p>No timber used for scaffolding, formwork or similar purpose shall be used afterwards in the permanent works.</p> <p>The Contractor shall allow for all costs related to hoisting his or his Sub-Contractor's materials for fixing at any level within the limits shown on the drawings or included in the general description of the works.</p> <p>All such plant, tools and scaffolding shall comply with all regulations whether general or local in force throughout the period of the contract and shall be required as may be necessary to comply with any amendments in or additions to such regulations</p> <p>Carried to Collection Ksh</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p>SIGN FOR MATERIALS SUPPLIED.</p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER</p>	
B	<p>LOCAL REGULATIONS AND BY-LAWS</p> <p>The contractor is to comply with all local regulations and by-laws of the Local Authority including serving notices and paying of fees.</p> <p>In addition to complying with the Factories act (Cap 514) and the Factories Amendment act (1990), the contractor shall comply in all aspects with the above mentioned rules.</p> <p>The contractor will be held responsible for serving on the chief inspector of factories a written notice not later than seven days after the beginning of the building operations included in this contract stating the particulars required.</p>	
C	<p>GOVERNMENT ACTS AND REGULATIONS, STATUTORY LEVIES</p> <p>The contractor is to comply with all government acts and regulations including serving notices and paying of fees. The tender price must include for all costs arising or resulting from compliance with any Act, Order or Regulation. such as</p> <p>Standard Levy, Capacity Building Levy under Public Procurement and Disposal Act and all costs arising or resulting from any Law requiring payment by the Contractor of any Statutory Levy or Levies currently in force</p> <p>The Contractor shall be required to indemnify the Employer for any claims arising out of non- compliance with the above requirements.</p>	
D	<p>TRANSPORT TO AND FROM THE SITE</p> <p>The contractor shall include in his prices for the transport of materials, workmen etc to and from the site of the proposed works at such hours and by such routes as are permitted by the Authorities.</p> <p>Carried to Collection</p> <p style="text-align: right;">Ksh</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p>SECURITY OF WORKS</p> <p>The contractor shall be entirely responsible and shall pay security of all works, stores, materials, plant, personnel etc both his own and sub-contractors and shall also provide all necessary watching, lighting, and other precautions as necessary to ensure the security, the safety and protection of the public.</p>	
B	<p>PUBLIC, PRIVATE ROADS AND PAVEMENTS ETC</p> <p>The contractor will be required to make good at his own expense any damages he may cause to the present approach road surfaces, pavements, paths, storm water channels, fences etc during the period of the works to the satisfaction of the Local and other competent Authority and the Architect.</p>	
C	<p>POLICE REGULATIONS AND TRAFFIC</p> <p>The contractor is to allow for complying with all Government Acts, orders or regulations in connection with employment of labour and other matters related to the execution of the works.</p> <p>The contractor must acquaint himself duly with current acts and regulations, including police regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc..</p> <p>It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organization of the works, supply and control of labour, etc and allow accordingly in his tender.</p> <p>The Contractor will be required to agree the access route to the site with the Employer and relevant statutory authorities before commencement of the Contract Works and must adhere to this route throughout the course of the Contract, unless agreed otherwise.</p> <p>The Contractor will also be required to observe certain traffic rules and regulations pertaining to the use by his vehicles of the roads adjacent to the site. These rules and regulations should be investigated by him at the commencement of the Contract.</p> <p>Carried to Collection</p> <p>Ksh</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p>PERFORMANCE BOND</p> <p>The Contractor shall find and submit the name of one surety who shall be an approved Kenyan Bank and who will be bound to:</p> <p>Kewisco regulated non wdt sacco limited in an amount equal to Ten per cent (10%) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the Architect and who will when and if called upon sign a Bond to that effect without the addition of any limitations.</p>	
B	<p>AREA TO BE OCCUPIED BY CONTRACTOR</p> <p>The area of the site which may be occupied by the contractor for use as storage and for the purpose of erecting workshops etc shall be defined on the site by the Architect and the Contractor must confine his activities to the areas so marked and must ensure that his own and his subcontractors workmen do not trespass on the adjoining property.</p>	
C	<p>The Contractor shall submit a program for the Works and cash flow forecast within 14 days of receipt of the Letter of Acceptance and prior to the Commencement Date. The works programme is to be agreed with the Engineer within a maximum of two (2) weeks from the date of possession of site and two weeks for an updated programme. No deviation from the order set out in the programme will be permitted without the written consent of the Engineer. The main contractor will be responsible for arranging for the above programme with all the Sub-Contractors including nominated Sub-Contractors and Suppliers. Payment as stated in the appendix in the Conditions of Contract will be held unless the progress schedule is approved and agreed upon within the stipulated time indicated above. proceeds.</p>	
D	<p>WATER FOR THE WORKS</p> <p>The contractor shall provide at his own risk and cost all water for use in connection with the works including the work of sub-contractors and shall make arrangements with the local authority or water suppliers for the installation of a separate meter for all water used by him throughout the contract and pay all costs and fees in connection therewith. He shall also provide temporary storage tanks and tubing etc as he may consider necessary and clear away at completion or when no longer required.</p> <p>All water shall be fresh, clean and pure, free from earthly vegetable or organic matter, acid or alkaline substance in solution or suspension and shall be tested whenever required by the Architect.</p> <p>No claims for lack of water or water pressure will however be entertained.</p> <p>Carried to Collection</p>	
	Ksh	

ITEM	DESCRIPTION	AMOUNT
A	<p>LIGHTING AND POWER</p> <p>The contractor shall provide at his own risk and cost all temporary artificial lighting and power for use on the works including all sub-contractors and specialists requirements and including all temporary connections, wiring, fittings etc and clearing away on completion. The Contractor shall pay all fees, bills and obtain all permits in connection therewith without charge to subcontractors.</p> <p>No claims due to lack of electricity or due to power fluctuations will be accepted</p>	
B	<p>MATERIAL TEST</p> <p>Allow for testing all installations required to be tested and provide everything necessary for this purpose and leave in perfect working order to the satisfaction of the Architect and Local Authority.</p> <p>Allow for all expenses in connection with testing of materials as specified hereunder including the supply and preparation of materials and their packing and conveyance to an approved Materials Testing Laboratory, Laboratory charges, etc. The following tests will be measured according to the number of tests actually called for by the Architect and carried out but unsuccessful tests will not be included in the measurement.</p> <p>Set of twenty 150 x 150 x 150mm concrete test cubes 30 sets (Provisional @ Kshs. ____ - ____ /- each set)* *Contractor to insert rate and extend</p>	
C	<p>ACCESS TO SITE AND TEMPORARY ROADS</p> <p>Means of access to the site shall be agreed with the Architect prior to commencement of the works and the Contractor must allow for building and maintaining any temporary access roads for the transport of materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges or any other means of gaining access.</p>	
	<p>Carried to Collection</p> <p>Ksh</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p>The Contractor must also allow for keeping the existing Public Highways and Roads clean and for making good all damage to the satisfaction of the Architect and relevant Authorities.</p> <p>Upon the completion the works the Contractor shall remove such temporary roads, temporary culverts bridges etc and make good and reinstate all works and services disturbed to the satisfaction of the Architect.</p> <p>SANITATION OF THE WORKS</p> <p>The sanitation of the works shall be provided, maintained and removed on completion by the Contractor to the satisfaction of the Architects, health department and local Authorities.</p> <p>The sanitation shall be for the use by Contractors and sub Contractors workmen etc without charge.</p> <p>The Latrine/toilet shall be enclosed plastered and painted masonry wall, corrugated sheets roofs ,with concrete tiled floors to facilitate washing. Their location shall be agreed with the Architects and the works shall not be commenced before the sanitary accommodation has been approved by the above mentioned authorities.</p> <p>The Contractor will be required to pay all conservancy charges and shall ensure clean daily maintenance and disinfecting of the latrines/toilet, and not less than once per week, the whole area shall be sprayed with disinfectant and insecticides and any temporary drains shall be removed and all works and surfaces disturbed made good and then the whole area disinfected and left clean and free from pollution to the satisfaction of the Architect and local authorities.</p>	
	<p>B SAFETY, HEALTH AND WELFARE OF WORKERS</p> <p>The Contractor shall allow for providing for the safety, health and welfare of work people and for complying with any relevant Ordinances, Regulations or Union Agreement</p> <p>In addition to complying with the requirements of the Occupational Safety & Health Act 2007 and the Factories Act, the Contractor and Sub-Contractors shall be required to comply in all respects with the Factories (Building Operations and Work of Engineering Construction) rules together with the Construction Safety Plan in compliance with International Labour Organizations (ILO) Regulations.</p> <p>Carried to Collection Ksh</p>	

ITEM	DESCRIPTION	AMOUNT
B	<p>The Contractor will further be required to identify a Site Safety Officer in accordance with the above Rules who will be responsible for the health and safety of workers on the site.</p>	
	<p>The Contractor will also be required to provide approved good quality hard hats, gumboots and other necessary protective gear for all workers on site including Sub-Contractors workers and also for the exclusive use by the Clerk of Works and representatives of the Employer and Consultants.</p>	
	<p>The Tenderers attention is drawn to the fact that the Employer reserves the right to hold back the amount priced against this Clause either in full or in part due to any non-performance on the Contractors part of his obligations under this Clause.</p>	
	<p>The tenderers attention is further drawn to the fact that he is required to submit with his tender a detailed write-up on how he intends to implement the above Construction Safety Plan. It should be noted that this write-up will form a heavily weighted criteria in the evaluation of the tenders.</p>	
	<p>Adequate temporary Notices and Signs shall be posted to indicate e.g. that building operations are in progress and entry is at ones own risk or trespassers are liable to be prosecuted or such other Notices and Signs as the Architect may consider necessary from time to time. The design and location of such signs will be to the approval of the Architect.</p>	
	<p>SIGN BOARD</p> <p>The Contractor shall provide and erect where directed and maintain during the whole period of the building operation and remove at completion one approved temporary notice board to the Architect's standard design giving a brief description of the works and showing the names of the employer, Contractor and the consultants, with sufficient space to append the names of the sub-contractors and suppliers when known. The lettering concerning the Architect, Quantity Surveyor and Engineer is not to be more than 50mm high.</p> <p>Carried to Collection</p> <p style="text-align: right;">Ksh</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p>PROTECTION OF THE WORK</p> <p>The Contractor shall cover up and protect from damage, including damage from inclement rainy weather, all finished work contained in these Bills of Quantities, and unfixed materials including that of Sub-Contractors liable to damage including provision of casing up, temporary roof, gutters, drains etc until the completion of the works and removal of the same when no longer required and make good any damage which may nevertheless have been done at completion free of charge to the Employer.</p>	
B	<p>PREVENTION OF DISTURBANCE AND NUISANCE</p> <p>Tenderers should note that normal activities shall be continuing in the surrounding buildings during the construction period.</p> <p>Minimum disturbance by noise, dust, water or movement of vehicles, materials, labour or plant must be caused to the function of the existing adjacent buildings in the vicinity and the occupants and staff therein. The Contractor shall comply with all instructions issued by the Employer or Architect with regard to minimizing such disturbances.</p> <p>The Contractor shall not directly or indirectly or otherwise by himself or through his agents cause nuisance. Should he do so he shall be directly responsible for such acts.</p>	
C	<p>Management Site Meetings</p> <p>The Contractor shall be expected to take care of all site meetings by providing conducive venue, stationery materials, food and refreshments for the entire duration of the project</p>	
D	<p>INSURANCE</p> <p>The Contractor shall insure as required in Conditions No. 30 of the Conditions of Contract and as per Section IV the Appendix to Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the Architect either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects.</p> <p>Thereafter the Architect shall from time to time ascertain premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the Architect inspection.</p> <p>Carried to Collection</p>	<p>Ksh</p>

ITEM	DESCRIPTION	AMOUNT
A	<p>Some of the insurances required include but not limited to:</p> <ol style="list-style-type: none"> 1. Insurance for the Works 2. Insurance for Third Party 3. Insurance for Contractor's employees and workmen 4. Insurance against loss or damage of Plant, Machinery and Equipment 5. Provide full insurance for adjacent property. <p>Notwithstanding the above, the Contractor shall specifically take insurance for the full value of the following adjacent buildings</p> <p>a) Adjacent Labs</p> <p>Provide insurance for personal injury or death insurance.</p> <p>The Contractor shall further indemnify the Employer against all claims arising out of the execution of the Contract Works.</p>	
	<p>CLEANING, REMOVAL OF PLANT AND RUBBISH ETC</p> <p>The Contractor shall upon completion of the works remove and clear away all temporary buildings, scaffolding, plant, rubbish and unused materials, surplus excavated materials and shall leave the whole of the site of the works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of dirt.</p> <p>B WORKS TO BE DELIVERED UP CLEAN</p> <p>Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole the buildings watertight, clean, perfect and fit for occupation to the approval of the Architect.</p> <p>Carried to Collection</p> <p style="text-align: right;">Ksh</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p>TRAINING LEVY</p> <p>The Contractor's attention is drawn to legal notice No. 237 of October 1971 which requires payment by the Contractor for a training levy on all contracts. The Contractor is required to familiarize himself with this law and allow in the preliminaries for all costs arising or resulting therefrom.</p>	
B	<p>VISIT SITE AND EXAMINE DRAWINGS.</p> <p>The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.</p>	
C	<p>SUPERVISION AND WORKING HOURS</p> <p>The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours(0800hrs-1700hrs) have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.</p>	
D	<p>PROVISIONAL SUMS.</p> <p>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement .Such sums are net andno addition shall be made to them for profit..</p>	
E	<p>PRIME COST (OR P.C.) SUMS.</p> <p>The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ia) of the Standard Method of Measurement Persons or firms nominated by the Engineer to execute work or to provide and fix materials or goods are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers..</p> <p>Carried to Collection</p> <p style="text-align: right;">Ksh</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>ADJUSTMENT OF P.C. SUMS.</u></p> <p>In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor.</p> <p>Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them.</p> <p>Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p>	
B	<p><u>ADJUSTMENT OF PROVISIONAL SUMS.</u></p> <p>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued as described for Variations in Conditions No. 13 of the Conditions of Contract, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p>	
C	<p><u>PROGRESS CHART.</u></p> <p>The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated SubContractors; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.</p> <p>Carried to Collection</p> <p style="text-align: right;">Ksh</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p>NOMINATED SUB-CONTRACTORS</p> <p>When any work is ordered by the Engineer to be executed by nominated Sub-Contractors, the Contractor shall enter into Sub-Contracts as described in the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor will be required to obtain approval of the Engineer in writing before employing any of his own (i.e domestic) Sub-Contractor for any portion of the Works. "</p>	
B	<p>DIRECT CONTRACTS</p> <p>Notwithstanding the foregoing conditions, the County Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.</p>	
C	<p>ATTENDANCE UPON OTHER TRADESMEN, ETC.</p> <p>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p>	
	<p>Carried to Collection Ksh</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p>ALTERATIONS TO BILLS, PRICING, ETC.</p> <p>Any unauthorized alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.</p>	
B	<p>BLASTING OPERATIONS</p> <p>Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.</p>	
C	<p>MATERIALS ARISING FROM EXCAVATIONS</p> <p>Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER. Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.</p>	
D	<p>GENERAL SPECIFICATION.</p> <p>For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.</p> <p>Carried to Collection</p> <p>Ksh</p>	

ITEM	DESCRIPTION	AMOUNT
	Section No. 2	
	GENERAL PRELIMINARIES	
	SUMMARY- GENERAL PRELIMINARIES	
	Page No.	
	2/1	
	2/2	
	2/3	
	2/4	
	2/5	
	2/6	
	2/7	
	2/8	
	2/9	
	2/10	
	2/11	
	2/12	
	2/13	
	2/14	
	2/15	
	.	
	GENERAL PRELIMINARIES TOTAL	
	CARRIED TO GRAND SUMMARY	KSHS

BUILDERS WORKS

- i). Main block
- ii). Power room
- iii). Security room
- iv). Boundary wall
- v). External works

Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>MAIN BLOCK</u></p> <p><u>Element No. 1</u></p> <p><u>Substructures (All Provisional)</u></p> <p><u>Site clearance</u></p> <p>A Clear the site of grass, shrubs and small trees and burn up arisings</p> <p><u>Excavations</u></p> <p>B Bulk excavation to remove cotton soils; average depth not exceeding 1.5 metres from ground level</p> <p>C Excavate for foundation strip not exceeding 1.50 metres deep from reduced level</p> <p>D Excavate pits for column bases not exceeding 1.50 metres deep from reduced level</p> <p>E Excavate for shaft base not exceeding 1.5 metres deep from reduced level</p> <p>F Extra over all excavations for excavating in rock, irrespective of class</p> <p><u>Disposal of excavated materials</u></p> <p>G Load and cart away surplus excavated materials</p> <p>H Deposit surplus excavated materials as directed on site: allowing for prescribed dumping levels, if any</p>				
		SM	2066		
		CM	848		
		CM	44		
		CM	119		
		CM	2		
		CM	200		
		CM	800		
		CM	48		
	Total Carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Backfill</u>				
A	Backfill with well compacted hardcore fill to make up levels and around excavations	CM	585		
	<u>Disposal of water</u>				
B	Keep all excavations free from all water including running and spring water	ITEM			
	<u>Planking and strutting</u>				
C	Allow for planking and strutting	ITEM			
	<u>Fillings</u>				
D	Approved granular gravel material; spread, levelled and compacted: average thickness 200mm	SM	501		
E	Approved handpacked hardcore filling spread, levelled and compacted in 150mm layers: average thickness 200mm	SM	501		
	<u>Anti-termite treatment</u>				
F	Chemical anti-termite treatment as "Termidor" or other equal and approved, executed complete by an approved specialist under a ten year guarantee to surfaces of blinded hardcore	SM	501		
	<u>Murram blinding</u>				
G	50 mm murram blinding to surfaces of hardcore; levelled and compacted	SM	501		
	<u>Plain Insitu concrete : Mix class 15:</u>				
H	50 mm blinding: under strip foundations	SM	171		
I	Ditto; Column bases	SM	191		
J	Ditto; shaft bases	SM	10		
	Total Carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u><i>In situ vibrated reinforced concrete: class 25/20mm in:</i></u>				
A	Foundations in trenches	CM	35		
B	Column Bases	CM	109		
C	Stub Columns	CM	6		
D	300mm walls - strong room	SM	19		
E	150 mm Thick floor bed	SM	504		
F	150 mm Thick sloping ramp	SM	51		
	<u><i>In situ vibrated reinforced concrete: class 25/20 mm; including plastocrete-N as manufactured by SIKA or other equal and approved waterproofing concrete admixture, applied to manufacturer's printed instructions and Structural Engineer's approval; to</i></u>				
G	Lift Bases	CM	2		
H	200mm shaft walls	SM	18		
I	Thickening	CM	2		
	<u><i>Ribbed steel bar reinforcement to KS ISO 6935-2:2007</i></u>				
	<u><i>Supply and fix steel bar/rod reinforcement Grade 460B high strength type 2 Ribbed bars with proof stress of 460 N/mm² including bending hooks tying wire cutting spacer blocks and supporting all in position as described in:</i></u>				
J	20mm Diameter bars	KG	170		
K	16mm Ditto	KG	3161		
L	12mm Ditto	KG	305		
	Total Carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
A	10mm Diameter bars	KG	975		
B	8mm Ditto	KG	102		
	<u>Mesh fabric reinforcement to BS 4483:</u> <u>Square mesh reference A142 : weighing</u> <u>2.22 kilogrammes per square metre</u>				
C	In beds : 200 mm laps	SM	555		
	<u>Formwork: to</u>				
D	Vertical: sides of strip foundations	SM	115		
E	Ditto: column bases	SM	149		
F	Vertical sides of stub columns	SM	64		
G	Ditto: lift bases	SM	3		
H	Ditto: shaft walls	SM	35		
I	Ditto: RC walls - strong room	SM	39		
J	Edges of beds over 75 but not exceeding 150 mm girth	LM	96		
K	Edges of beds over 75 but not exceeding 150 mm girth - Ramp	LM	23		
	<u>Chisel dressed, hard compact and non- porous</u> <u>Natural Stones : in cement and sand mortar</u> <u>(1:4): Including hoop iron in every course</u>				
L	200 mm walls	SM	474		
	<u>Polythene underlay</u>				
M	1000 Gauge polythene underlay laid on hardcore blinding : 200 mm laps	SM	555		
	Total Carried to collection				Kshs.

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Water bar</u>				
A	Approved 150mm wide flexible plastic water bar set both edges in concrete to Manufacturer's instructions and Structural Engineer's approval	LM	13		
	<u>12 mm cement and sand (1:4) render:</u> <u>Steel trowelled on concrete or stonework to</u>				
B	Plinths	SM	29		
	<u>Prepare and apply two coats bituminous paint : on render : to</u>				
C	Plinths	SM	29		
	Carried to collection				
	<u>Collection</u>				
	From page BW/1				
	From page BW/2				
	From page BW/3				
	From page BW/4				
	From page BW/5 (Above)				
	Total for Sub-structure carried to Summary			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>Element No. 2</u></p> <p><u>R.C Superstructure</u></p> <p><u>Insitu vibrated reinforced concrete: class 25/20mm in:</u></p>				
A	Beams	CM	63		
B	Columns	CM	41		
C	Steps and staircases	CM	12		
D	175 mm thick landing	SM	16		
	<p><u>Insitu vibrated reinforced concrete: class 25/20 mm; including plastocrete-N as manufactured by SIKA or other equal and approved waterproofing concrete admixture, applied to manufacturer's printed instructions and Structural Engineer's approval; to</u></p>				
E	Gutters	CM	26		
F	175 mm thick suspended slabs	SM	891		
G	200 mm thick suspended slabs	SM	99		
H	200mm shaft walls	SM	120		
I	Ditto; top slab	SM	6		
J	300mm RC walls - strong room	SM	36		
	Total carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Ribbed steel bar reinforcement to KS ISO 6935-2:2007</u>				
	<u>Supply and fix steel bar/rod reinforcement Grade 460B high strength type 2 Ribbed bars with proof stress of 460 N/mm² including bending hooks tying wire cutting spacer blocks and supporting all in position as described in:</u>				
A	25mm Diameter bars	KG	66		
B	20mm Ditto	KG	2918		
C	16mm Ditto	KG	8366		
D	12mm Ditto	KG	4465		
E	10mm Ditto	KG	20975		
F	8mm Ditto	KG	2903		
	<u>Formwork : to</u>				
G	Soffitts of suspended floor slabs	SM	990		
H	Vertical: edges of beds over 150 but not exceeding 225 mm high	LM	197		
I	Sides and soffits: beams	SM	687		
J	Vertical: sides of columns	SM	428		
K	Vertical: sides of shaft walls	SM	239		
L	Soffitts of suspended shaft top slab	SM	6		
M	Vertical: sides of RC walls - strong room	SM	72		
N	Sides and soffits of RC gutters	SM	248		
O	Sloping soffits of staircases	SM	41		
	Total carried to collection			Kshs.	

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Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>Element No. 3</u></p> <p><u>Walling</u></p> <p><u>Machine cut stone</u></p> <p><u>200mm thick Machine cut stone walling laid in cement sand mortar (1:4): including hoop iron reinforcement in every alternate course</u></p> <p>A 200 mm External Walls SM 726</p> <p>B 200 mm parapet Walls SM 110</p> <p>C 200 mm Internal Walls SM 652</p> <p>D 150 mm Internal Walls SM 225</p> <p>E 100 mm Internal Walls SM 45</p> <p><u>Damp proof courses : bituminous felt bedded in cement mortar (1:4) : 300 mm laps</u></p> <p>F Horizontal : 200 mm wide LM 154</p> <p>G Ditto: 150 mm wide LM 52</p> <p>H Ditto: 100 mm wide LM 9</p> <p><u>Precast concrete trimming finished fair on all exposed edges</u></p> <p>I 300mm wide x 75mm thick (average) precast concrete coping bedded in cement and sand (1:3) mortar on top of parapet wall LM 160</p>				
	Total for Walling carried to Summary				Kshs.

Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>Element No. 4</u></p> <p><u>Internal wall partitions</u></p> <p><u>Gypsum Drywall partitions</u></p> <p><u>Dry wall partitioning shall comprise galvanised steel structural framing size 75 x 75 mm vertically spaced at 600mm centers; 75 x 75mm horizontal members at 1050mm centers, welded; 15mm thick plywood fixed to steel framing and 12.5 mm gypsum boards to be butt jointed and finished with 'Rhino tape and Readymix D' joining compound 'or equal and approved, and finished smooth 'with gypsum plaster steel trowelled. All to Architect's specifications</u></p>				
A	<p>Partitioning with top and bottom tracks plugged</p> <p><u>Aluminium partitions</u></p> <p><u>Natural anodized aluminium partitions comprising 80 x 40 x 2 mm thick Aluminium frame; 80 x 40 mm x 2 mm thick bottom & top members, with vertical members at maximum 1200mm centres and middle horizontal members to Architect's details where applicable, infilled with in 8 mm thick toughened/tempered glass and top 400mm filled in with 8mm thick tempered glass fanlight alternating with 2 mm thick aluminium louvres</u></p>	SM	260		
B	80mm thick walling	SM	96		
	Total carried to collection			Kshs.	

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Item No.	Description	Unit	Quantity	Rate	Amount
	<p align="center"><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>Element No.5</u> <u>Roof</u></p> <p><u>Roof coverings</u></p> <p>A 24 Gauge prepainted IT5 Box profile roofing sheets, fixed to timber purlins (m.s) with roofing nails complete with approved heavy duty rubber caps to match</p> <p>B Hip/ridge capping 450mm wide</p> <p>C Valley gutter to match</p> <p><u>The following in sawn cell cured cypress roof trusses; hoisting and placing approximately 12.6 metres above the ground level: Roof trusses fixing to include approved plates; making holes and fixing bolts and nuts as per structural Engineers details:</u></p> <p>D 150x50 mm Main Rafters</p> <p>E 150x50 mm common Rafters</p> <p>F 100x50 mm Tie beam</p> <p>G 100x50 mm Struts and ties</p> <p>H 150x50 mm Ridge board</p> <p>I 100x50 mm Purlins</p> <p>J 100x50 mm Kingposts</p> <p>K 150x50 mm Hip rafters</p>				
	Total carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
A	150x50 mm valley rafters	LM	2		
B	150x25 mm splices	LM	64		
C	100x50mm wall plate fixed onto RC beam ringbeam with approved mild steel bolts at 1200 c/c	LM	76		
	<u>Rainwater goods</u>				
D	75mm Diameter grey down pipes held onto walls with and including holder bats at 100mm c/c	LM	76		
E	Extra swan neck projections	NO	6		
F	Extra for shoe	NO	6		
	<u>Solar platform</u>				
	<u>Steel structure</u>				
	<u>Mild steel sections as described complete with fasteners and welds including all hardware and labours of hoisting to required levels and primed as described in:</u>				
G	100 x 100 x 4mm Thick Square Hollow Section columns welded on 200 x 200mm plates m/s (12.18 kg/m)	KG	268		
H	75 x 75 x 4mm Thick Square Hollow Section horizontal framework (9.04 kg/m)	KG	3137		
I	200 x 200 x 10 mm Thick mild steel base plates	NO	7		
J	16mm Diameter x 600mm long MS bolt and nut	NO	28		
	Total carried to collection			Kshs.	

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Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>Element No.6</u></p> <p><u>Windows</u></p> <p><u><i>Precast concrete window cill finishing fair on all exposed surfaces, bedding, jointing and pointing in pigmented cement and sand (1:3) mortar</i></u></p>				
A	<p>150x25mm thick Precast concrete window cill</p> <p><u><i>Aluminium windows</i></u></p> <p><u><i>Supply and fix the following purpose made Aluminium casement windows: infilled with 8.38mm thick annealed PVB Laminated glass or equal and approved; fixed to concrete or blockwork; complete with all necessary ironmongery and accessories: All to Architect's details:</i></u></p>	LM	103		
B	Window size 4000x2600 mm high overall (W-01)	NO	7		
C	Window size 4000x2600 mm high overall (W-02)	NO	16		
D	Window size 1000x1500 mm high overall (W-03)	NO	6		
E	Window size 2600x2000 mm high overall (W-06)	NO	1		
	Total carried to Collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Curtain walling</u>				
	<u>Aluminium curtain walling system complete with 8.38mm thick annealed PVB Laminated glass or equal and approved; fixed to concrete or blockwork; complete with all necessary fixing accessories: All to Architect's details:</u>				
A	Window size 1200x11000 mm high overall (W-04)	NO	1		
B	Window size 1100x7000 mm high overall (W-05)	NO	1		
	<u>Mild steel CNC: one coat red oxide primer before erection</u>				
	<u>Supply and fix the following mild steel CNC panel vent window complete with 50 x 50mm framing all round: fixed to concrete or blockwork with lugs plugged: bedded and pointed all round in mastic: as per Architect's details:</u>				
C	Window size 4000x2000 mm high overall	NO	1		
	<u>Sun shades</u>				
D	1000 mm wide Aluminium horizontal sunshades	LM	27		
E	Ditto; 650 mm wide	LM	22		
	<u>Window board</u>				
F	200 x 20mm thick granite window board	LM	103		
	<u>Prepare, touch up primer and apply one undercoat and two coats gloss finishing paint : on metal</u>				
G	Windows: general surfaces	SM	16		
Total carried to Collection				Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Collection</u> From page BW/15 From page BW/16				
	Total for Windows carried to Summary				Kshs.

Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>Element No.7</u></p> <p><u>Doors</u></p> <p><u>Mild steel Doors</u></p> <p><u>Panel doors: 60x40x4mm hollow section framing and intermediate rails, ends welded and angles cut, mitred and welded; 1.5mm thick metal sheet cladding. All welding ground to smooth finish: complete with hinges, lock, door closer and door stop; All to Architect's details:</u></p>				
A	<p>Double Door size 1500x2100mm high (D-14)</p> <p><u>Aluminium doors</u></p> <p><u>Supply and fix the following Aluminium framed doors fabricated from heavy duty powder coated aluminium section members; infilled with 8.38mm thick annealed PVB Laminated glass; complete with frames, hinges, lock, door closer and door stop: all to Architect's details:</u></p>	NO	2		
B	Door size 1200x2400mm high (D-05)	NO	6		
C	Door size 900x2100mm high (D-09)	NO	12		
D	Door size 4800x3600mm high (D-11)	NO	1		
E	Door size 2900x3600mm high (D-12)	NO	2		
	Total carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u><i>Supply and fix the following Hinged framed door leaf with 45 degrees z-shaped fixed aluminium louvers; complete with frames, hinges and lockset; all to Architect's details:</i></u>				
A	Door size 500x4100mm high (D-07)	NO	3		
B	Door size 800x2700mm high (D-13)	NO	3		
	<u><i>Vault door</i></u>				
	<u><i>Supply and fix blast resistant heavy security metal door complete with 200mm wide metal frame, 50mm wide architraves/casing on both sides, digital access control lockset and all necessary fixing accessories; all to Architect details:</i></u>				
C	Door size 1000x2100mm high (D-08)	NO	1		
	<u><i>Fire doors</i></u>				
	<u><i>Single leaf pro-metal fire rated door as "Assa Abloy" or equal and approved; with 240 minutes minimum fire resistance, made from grade 304 stainless steel sheets and infilled with structural honey comb with vertical restraints, complete with fire resistant door frames, itumescent seals, panic bar and handle lever, fire resistant hinges, automatic door closer and all other necessary door accessories; all to Architect details:</i></u>				
D	Door size 1000x2100mm high (D-01)	NO	9		
	<u><i>Wrot mahogany selected and kept clean in:</i></u>				
	<u><i>Flush doors: solid cored</i></u>				
E	50mm solid core flush doors comprising moulded panels: 10mm Thick grooves stained black; hardwood lipped all round: all to Architect's detail (D-03) Size 800 x 2100mm	NO	10		
	Total carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u><i>Wrot mahogany/ mvule selected and kept clean in:</i></u>				
	<u><i>Panelled doors</i></u>				
A	50mm thick mahogany single leaf panel doors overall size 900x2400mm high; comprising of 150x50mm top rail and stiles, 200x50 middle and bottom rail resulting panels infilled with bevel raised and fielded panels; all to Architect's detail (D-02 & D-04)	NO	22		
B	Ditto: Double Door size 1500x2400mm high (D-10)	NO	1		
C	Ditto: Louvered Door size 800x1950mm (D-06)	NO	7		
	<u><i>Frames and linings : Mahogany : selected and kept clean</i></u>				
D	200x50 mm frame : 4-labours; plugged	LM	6		
E	150x50 mm frame : 4-labours; plugged	LM	208		
F	40x25 mm weathered Architrave	LM	214		
G	25mm quadrant	LM	214		
	<u><i>Ironmongery</i></u>				
	<u><i>Supply and fix the following to wood with matching screws</i></u>				
H	Stainless steel butterfly door hinges	PRS	71		
I	Stainless steel double - action spring door hinges	PRS	8		
J	Assa Abloy TESA 5-point Multipoint/ multi-bolt Lockset or equal and approved	NO	1		
K	Yale cylinder lockset - L85mm in antique Brass finish or equal and approved	NO	18		
	Total carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
A	Yale entrance knobset in antique brass finish with key for outdoor and bathroom knob for indoor	NO	21		
B	Indicator bolt with vacant/engaged	NO	10		
C	1000mm Stainless steel door handle	NO	1		
D	Flush bolt	NO	2		
E	Rack and pinion door closer	NO	24		
F	Aluminium half moon Door stopper	NO	24		
G	Aluminium hat & coat hanger	NO	10		
	<u>Prepare and prime before fixing on wood</u>				
H	Frames : 200-300 mm girth	LM	214		
I	Architraves : not exceeding 100mm girth	LM	214		
J	Ditto quadrant	LM	214		
	<u>Prepare, touch up primer and apply one undercoat and two finishing coats gloss paint : on metal</u>				
K	Doors general surfaces	SM	13		
	<u>Knot, prime, stop and apply three coats crown alkyd clear polyurethane varnish:</u>				
L	Doors general surfaces (B.S.M)	SM	158		
M	Frames : over 200 but not exceeding 300 mm girth	LM	214		
N	Architraves : not exceeding 100 mm girth	LM	214		
O	Ditto quadrant	LM	214		
	Total carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Collection</u> From page BW/18 From page BW/19 From page BW/20 From page BW/21				
	Total for Doors carried to Summary				Kshs.

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Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>Element No.10</u></p> <p><u>Internal Finishes</u></p> <p><u>Floor finishes</u></p> <p><u>Beds and backings</u></p> <p><u>Cement and sand (1:4) screed: wood floated on concrete;</u></p>				
A	40mm thick: floor finish	SM	158		
	<p><u>Cement and sand (1:4) screed: wood floated on concrete;</u></p>				
B	40mm thick: to receive floor finishes	SM	868		
	<p><u>Porcelain floor tiles</u></p> <p><u>Floor tiles as from a reputable and approved bedded and jointed with matching cement and sand (1:4) mortar and flush pointed with white cement; colour quality and pattern to the Architect's scheme in:</u></p>				
C	600x600x10mm thick fully glazed glossy finish porcelain floor tiles fixed on screed (m.s) with an approved tile adhesive	SM	542		
D	450x450x10mm thick non-slip porcelain floor tiles fixed on screed (m.s) with an approved tile adhesive	SM	212		
E	100mm high tile skirting	LM	266		
	<p><u>Suspended floor system: to Engineer specifications to:</u></p>				
F	Floor (Server room)	SM	15		
	Total carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Carpet tiles</u>				
	<u>"Belgotex - Berber Point" or other equal and approved premium grade heavy duty APS carpet tiles; fixed to screeded surfaces (m/s) using appropriate adhesive, all to the approval of the architect.</u>				
A	500x500x10mm thick carpet floor tiles	SM	93		
	<u>Granite flooring</u>				
	<u>Granite flooring: on cement and sand mortar (m/s) : Architect's approval in:</u>				
B	20mm thick to floor	SM	6		
C	100mm high granite skirting	LM	8		
	<u>Wall finishes</u>				
	<u>Backing screed; cement and sand (1:4) wood floated:</u>				
D	15mm thick screed backing to receive ceramic wall tiles (m/s)	SM	266		
	<u>Approved coloured ceramic wall tiles; glazed; to regular pattern; bedding, jointing and pointing in cement mortar (1:4); grouting joints with matching colour cement:</u>				
E	600x300x10mm thick glazed glossy finish ceramic wall tiles fixed on backing (m.s) with an approved tile adhesive	SM	266		
	<u>12 mm cement and sand (1:4) plaster: steel trowelled on masonry</u>				
F	Walls and concrete surfaces: internally	SM	2640		
	Total carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u><i>Prepare and apply one undercoat and two finishing coats silk vinyl emulsion paint: on plaster:</i></u>				
A	Walls and concrete surfaces: internally <u>Ceiling finishes</u> <u>12 mm cement and sand (1:4) plaster steel trowelled on concrete to</u>	SM	2640		
B	Soffits of suspended slab <u>Gypsum ceiling</u> <u>12mm thick gypsum plasterboard ceiling fixed onto light gauge steel framework; including all fixing accessories; 3mm thick skim coat to approval; taped joints; including all cutting and trimming to light fittings; fixed to completion and architects approval to:</u>	SM	1034		
C	Suspended ceilings	SM	252		
D	600x600mm standard gypsum ceiling tiles on metal modular grid system (T-bar suspension)	SM	431		
E	600x600mm PVC - Laminated gypsum ceiling tiles on metal modular grid system (T-bar suspension)	SM	143		
	<u>Cornice</u>				
F	75mm Gypsum moulded cornice to detail	LM	651		
Total carried to collection				Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u><i>Prepare and apply one undercoat and two finishing coats silk vinyl emulsion paint: on plaster:</i></u>				
A	Soffits of suspended slab	SM	208		
B	Soffits of gypsum ceiling boards	SM	651		
	<u>Stairs finishes</u>				
	<u><i>32 mm thick cement and sand (1:4) screed: finished to receive Granite floor finish (measured separately) in:</i></u>				
C	Landings	SM	16		
D	Ditto to treads average 300mm wide	LM	130		
E	Ditto to risers 150mm high	LM	130		
F	Ditto to edge of stairs approximately 300mm wide	LM	27		
	<u><i>Granite flooring</i></u>				
	<u><i>Granite flooring: on cement and sand mortar (m/s): to Architect's approval in:</i></u>				
G	Landings	SM	16		
H	Ditto to treads average 300mm wide	LM	130		
I	Ditto to risers 150mm high	LM	130		
J	Ditto to edge of stairs approximately 300mm wide	LM	27		
	<u><i>12mm lime plaster: steel trowelled finish: on concrete: to</i></u>				
K	Horizontal soffits of landing	SM	16		
L	Sloping soffits: staircases	SM	41		
	Total carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u><i>Prepare and apply three coats plastic emulsion paint: to</i></u>				
A	Horizontal soffits of landing	SM	16		
B	Plastered sloping soffits: staircases	SM	41		
	<u>Ramp finishes</u>				
	<u><i>32 mm thick cement and sand (1:4) screed: finished to receive Granite floor finish (measured separately) in:</i></u>				
C	Sloping ramp	SM	51		
D	Strings of ramp: 150mm high	LM	23		
	<u>Terrazzo flooring</u>				
	<u><i>Power floated polished terrazzo paving: on cement and sand mortar (m/s): to Architect's approval in:</i></u>				
E	Sloping ramp	SM	51		
F	Strings of ramp: 150mm high	LM	23		
	<u>Roof finishes</u>				
	<u>Flat roof covering</u>				
	<u><i>Cement and sand (1:4) screeded beds: on concrete; complete with coloured pigmentation additives and hardener to:</i></u>				
G	50mm average waterproofed lightweight screed laid to falls and crossfalls to roof slab	SM	272		
H	Ditto: for gutter bases	SM	326		
	Total carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Interlocking concrete tiles</u>				
	<u>Supply and fix interlocking concrete tiles bedded and jointed in cement and sand 1:1 and pointed in tinted cement;</u>				
A	200 x 200 x 22mm tile paving including associated skirtings	SM	272		
	<u>Rainwater Disposal</u>				
B	Fulbora outlet	NO	6		
	Amount carried to collection				
	<u>Collection</u>				
	From page BW/25				
	From page BW/26				
	From page BW/27				
	From page BW/28				
	From page BW/29				
	From page BW/30 (Above)				
	Total for Internal finishes carried to summary			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>Element No.11</u></p> <p><u>Fixtures and Fittings</u></p> <p><u>Kitchen Undersink Cupboard</u></p> <p>A Low level kitchen cupboard overall size 3000x600x900 mm high, comprising 100 mm mass concrete class 20/20 N/mm² plinth, 100 mm thick vrc class 20/20 N/mm² worktop reinforced with BRC A142 mesh, including formwork and forming opening for sink, finished with granite to top surfaces and fascia; under storage in joinery fittings works consisting of mahogany veneered blockboard shelving, partitions, drawers and doors, painted with polyurethane varnish and necessary approved ironmongery items; all to Architect's approval</p> <p>B Ditto; size 2100 mm long x 600 mm width x 900 mm high overall</p> <p><u>Kitchen overhead Cupboard</u></p> <p>C Overhead shelving size 3000 mm long x 450 mm deep x 750 mm high: comprising 5 No. vertical divisions at 700mm c/c and one No. horizontal division at 300mm c/c complete with all bearer plugs and painting</p> <p>D Ditto; size 2100 mm long x 450 mm width x 750 mm high overall</p>	NO	1		
		NO	2		
		NO	1		
		NO	2		
	Total carried to collection				Kshs.

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Storage cabinets</u>				
	<u>Storage cabinets in 18mm laminated particle boards fixed on and including 50 x 50mm timber bearers; varnish paint on timber surfaces; all to details:</u>				
A	Cabinet overall size 5400mm long x 500mm wide x 3600mm high	NO	1		
	<u>Cashier's Counter</u>				
B	Cashier's counter overall size 4600 x 900 x 1200 mm comprising 150mm masonry walling, 25 x 25 x 2.5mm thick SHS support members, 25mm thick blockboard; wall rendered in cement sand screed, polished granite top and fascia including all necessary paint works and labour for cutting granite for cash scoop opening size 550 x 330mm; All to Architect's approval	NO	1		
C	28mm Thick bullet resistant clear sheet glass and glazing to aluminium or steel frame in panes exceeding 2.50 square meters but not exceeding 3.00 square meters complete with buffer rubber as necessary	SM	11		
D	Chubb or any other equal and approved stainless steel cash scoop overall size 550 x 330mm complete with bullet proof glass sliding top and fixed to worktop	NO	3		
	Carried to collection				
	<u>Collection</u>				
	From page BW/31				
	From page BW/32 (Above)				
	Total for Fixtures & Fittings carried to summary			Kshs.	

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Ele No.	Description	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>SUMMARY (MAIN BLOCK)</u></p> <p style="text-align: right;"><u>From Page No.</u></p> <p>1 Substructure BW/5</p> <p>2 Reinforced concrete Superstructure BW/8</p> <p>3 Walling BW/9</p> <p>4 Internal wall partitions BW/11</p> <p>5 Roof BW/14</p> <p>6 Windows BW/17</p> <p>7 Doors BW/22</p> <p>8 Balustrading and Railing BW/23</p> <p>9 External wall finishes BW/24</p> <p>10 Internal finishes BW/30</p> <p>11 Fixtures and fittings BW/32</p> <p>12 Builders works in connection with Services BW/33</p>	
	Total for Main Block carried to Grand Summary	Kshs.

Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>POWER ROOM</u></p> <p><u>Element No. 1</u></p> <p><u>Substructures (All Provisional)</u></p> <p><u>Site clearance</u></p> <p>A Clear the site of grass, shrubs and small trees and burn up arisings</p> <p><u>Excavations</u></p> <p>B Bulk excavation to remove cotton soils; average depth not exceeding 1.5 metres from ground level</p> <p>C Excavate for foundation strip not exceeding 1.50 metres deep from reduced level</p> <p>D Excavate pits for column bases not exceeding 1.50 metres deep from reduced level</p> <p><u>Disposal of excavated materials</u></p> <p>E Load and cart away surplus excavated materials and deposit at designated & approved County dump: allow for prescribed dumping levels</p> <p>F Deposit surplus excavated materials as directed on site: allowing for prescribed dumping levels, if any</p> <p><u>Backfill</u></p> <p>G Backfill with well compacted hardcore fill to make up levels and around excavations</p>				
	Total Carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Disposal of water</u>				
A	Keep all excavations free from all water including running and spring water	ITEM			
	<u>Planking and strutting</u>				
B	Allow for planking and strutting	ITEM			
	<u>Fillings</u>				
C	Approved granular gravel material; spread, levelled and compacted: average thickness 200mm	SM	50		
D	Approved handpacked hardcore filling spread, levelled and compacted in 150mm layers: average thickness 200mm	SM	50		
	<u>Anti-termite treatment</u>				
E	Chemical anti-termite treatment as "Termidor" or other equal and approved, executed complete by an approved specialist under a ten year guarantee to surfaces of blinded hardcore	SM	50		
	<u>Stone dust blinding</u>				
F	50 mm quarry dust blinding to surfaces of hardcore; levelled and compacted	SM	50		
	<u>Plain Insitu concrete : Mix class 15:</u>				
G	50 mm blinding: under strip foundations	SM	31		
H	Ditto; Column bases	SM	2		
	<u>Insitu vibrated reinforced concrete: class 25/20mm in:</u>				
I	Foundations in trenches	CM	6		
J	Column Bases	CM	1		
K	Stub Columns	CM	1		
L	150 mm Thick floor bed	SM	61		
	Total Carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Ribbed steel bar reinforcement to KS ISO 6935-2:2007</u> <u>Supply and fix steel bar/rod reinforcement Grade 460B high strength type 2 Ribbed bars with proof stress of 460 N/mm² including bending hooks tying wire cutting spacer blocks and supporting all in position as described in:</u>				
A	12mm Diameter bars	KG	54		
B	10mm Ditto	KG	118		
C	8mm Ditto	KG	8		
	<u>Mesh fabric reinforcement to BS 4483: Square mesh reference A142 : weighing 2.22 kilogrammes per square metre</u>				
D	In beds : 200 mm laps	SM	61		
	<u>Formwork: to</u>				
E	Vertical: sides of strip foundations	SM	21		
F	Ditto: column bases	SM	2		
G	Vertical sides of stub columns	SM	4		
H	Edges of beds over 75 but not exceeding 150 mm girth	LM	40		
	<u>Chisel dressed, hard compact and non- porous Natural Stones : in cement and sand mortar (1:4): Including hoop iron in every course</u>				
I	200 mm walls	SM	77		
	<u>Polythene underlay</u>				
J	1000 Gauge polythene underlay laid on hardcore blinding : 200 mm laps	SM	61		
	Total Carried to collection			Kshs.	

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Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>Element No. 2</u></p> <p><u>R.C Superstructure</u></p> <p><u>Insitu vibrated reinforced concrete: class 25/20mm in:</u></p> <p>A Beams CM 5</p> <p>B Columns CM 1</p> <p>C 150 mm thick suspended slabs SM 61</p> <p><u>Ribbed steel bar reinforcement to KS ISO 6935-2:2007</u></p> <p><u>Supply and fix steel bar/rod reinforcement Grade 460B high strength type 2 Ribbed bars with proof stress of 460 N/mm² including bending hooks tying wire cutting spacer blocks and supporting all in position as described in:</u></p> <p>D 12mm Diameter bars KG 209</p> <p>E 10mm Ditto KG 732</p> <p>F 8mm Ditto KG 125</p> <p><u>Formwork : to</u></p> <p>G Soffitts of suspended floor slab SM 61</p> <p>H Vertical: edges of beds over 150 but not exceeding 225 mm high LM 40</p> <p>I Sides and soffits: beams SM 56</p> <p>J Vertical: sides of columns SM 7</p>				
	Total for R.C superstructure carried to summary			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>Element No. 3</u></p> <p><u>Walling</u></p> <p><u>Machine cut stone</u></p> <p><u>200mm thick Machine cut stone walling laid in cement sand mortar (1:4): including hoop iron reinforcement in every alternate course</u></p> <p>A 200 mm External Walls SM 79</p> <p>B 200 mm parapet Walls SM 30</p> <p>C 200 mm Internal Walls SM 10</p> <p>D 150 mm Internal Walls SM 30</p> <p>E 100 mm Internal Walls SM 17</p> <p><u>Damp proof courses : bituminous felt bedded in cement mortar (1:4) : 300 mm laps</u></p> <p>F Horizontal : 200 mm wide LM 40</p> <p>G Ditto: 150 mm wide LM 11</p> <p>H Ditto: 100 mm wide LM 6</p> <p><u>Precast concrete trimming finished fair on all exposed edges</u></p> <p>I 300mm wide x 75mm thick (average) precast concrete coping bedded in cement and sand (1:3) mortar on top of parapet wall LM 40</p>				
	Total for Walling carried to Summary				Kshs.

Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>Element No.4</u> <u>Roof</u></p> <p><u>Flat roof covering</u></p> <p><u>Cement and sand (1:4) screeded beds: on concrete; complete with coloured pigmentation additives and hardener to:</u></p>				
A	50mm average waterproofed lightweight screed laid to falls and crossfalls to roof slab	SM	61		
	<u>Epoxy flooring</u>				
B	Epoxy floor finish: 5mm thick: prime and apply strictly to manufacturers written specifications: Colour to Architect's scheme: on water proofed cement sand (1:3) screed (m/s)	SM	61		
	<u>Rainwater Disposal</u>				
C	Fulbora outlet	NO	2		
D	75mm Diameter grey down pipes held onto walls with and including holder bats at 100mm c/c	LM	6		
E	Extra swan neck projections	NO	2		
F	Extra for shoe	NO	2		
	Total for Roofing carried to Summary			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>Element No.5</u></p> <p><u>Windows</u></p> <p><u>Aluminium windows</u></p> <p><u>Supply and fix the following purpose made Aluminium casement windows: infilled with 8.38mm thick annealed PVB Laminated glass or equal and approved; fixed to concrete or blockwork; complete with all necessary ironmongery and accessories: All to Architect's details:</u></p>				
A	<p>Window size 1200x1100 mm high overall (W-20)</p> <p><u>Mild steel window: one coat red oxide primer before erection</u></p> <p><u>Supply and fix the following mild steel louvre/ vent window: fixed to concrete or blockwork with lugs plugged: bedded and pointed all round in mastic: as per Architect's details:</u></p>	NO	2		
B	<p>Window size 1000x2200 mm high overall (W-19)</p> <p><u>Prepare, touch up primer and apply one undercoat and two coats gloss finishing paint : on metal</u></p>	NO	3		
C	Windows: general surfaces	SM	13		
	Total for Windows carried to Summary			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>Element No.6</u></p> <p><u>Doors</u></p> <p><u>Mild steel Doors</u></p> <p><u>Panel doors: 60x40x4mm hollow section framing and intermediate rails, ends welded and angles cut, mitred and welded; 1.5mm thick metal sheet cladding. All welding ground to smooth finish: complete with all necessary ironmongeries; All to Architect's details:</u></p> <p>A Double Door size 2000x2500mm high</p> <p>NO 1</p> <p>B Door size 900x2500mm high</p> <p>NO 1</p> <p><u>Aluminium doors</u></p> <p><u>Supply and fix the following Aluminium framed doors fabricated from heavy duty powder coated aluminium section members; infilled with 8.38mm thick annealed PVB Laminated glass; complete with frames and all necessary ironmongeries; all to Architect's details:</u></p> <p>C Door size 900x2500mm high</p> <p>NO 2</p> <p><u>Wrot mahogany selected and kept clean in:</u></p> <p><u>Flush doors: solid cored</u></p> <p>D 50mm solid core flush doors comprising moulded panels: 10mm Thick grooves stained black; hardwood lipped all round: all to Architect's detail; overall size 800 x 2100mm high</p> <p>NO 3</p>				
	Total carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Frames and linings : Mahogany : selected and kept clean</u>				
A	150x50 mm frame : 4-labours; plugged	LM	15		
B	40x25 mm weathered Architrave	LM	15		
C	25mm quadrant	LM	15		
	<u>Ironmongery</u>				
	<u>Supply and fix the following to wood with matching screws</u>				
D	Stainless steel butterfly door hinges	PRS	5		
E	Yale entrance knobset in antique brass finish with key for outdoor and bathroom knob for indoor	NO	3		
F	Indicator bolt with vacant/engaged	NO	3		
G	Aluminium half moon Door stopper	NO	3		
H	Aluminium hat & coat hanger	NO	3		
	<u>Prepare and prime before fixing on wood</u>				
I	Frames : 200-300 mm girth	LM	15		
J	Architraves : not exceeding 100mm girth	LM	15		
K	Ditto quadrant	LM	15		
	<u>Prepare, touch up primer and apply one undercoat and two finishing coats gloss paint : on metal</u>				
L	Doors general surfaces	SM	15		
	Total carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u><i>Knot, prime, stop and apply three coats crown alkyd clear polyurethane varnish:</i></u>				
A	Doors general surfaces (B.S.M)	SM	10		
B	Frames : over 200 but not exceeding 300 mm girth	LM	15		
C	Architraves : not exceeding 100 mm girth	LM	15		
D	Ditto quadrant	LM	15		
	Amount carried to collection				
	<u>Collection</u>				
	From page BW/43				
	From page BW/44				
	From page BW/45 (Above)				
	Total for Doors carried to Summary			Kshs.	

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Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>Element No.8</u></p> <p><u>Internal Finishes</u></p> <p><u>Floor finishes</u></p> <p><u>Beds and backings</u></p> <p><u>Cement and sand (1:4) screed: wood floated on concrete:</u></p> <p>A 40mm thick: to receive floor finishes</p> <p><u>Porcelain floor tiles</u></p> <p><u>Floor tiles as from a reputable and approved bedded and jointed with matching cement and sand (1:4) mortar and flush pointed with white cement; colour quality and pattern to the Architect's scheme in:</u></p> <p>B 450x450x10mm thick non-slip porcelain floor tiles fixed on screed (m.s) with an approved tile adhesive</p> <p>C 100mm high tile skirting</p> <p><u>20 mm thick 2No. Coat work terrazzo: approved colour: cement and marble chippings (1:2); washed: to concrete or blockwork base generally to:</u></p> <p>D. Floor</p> <p>E. Skirtings: 100mm high rounded junction with wall finish and straight junction with floor finish</p>	SM	51		
		SM	17		
		LM	24		
		SM	34		
		LM	35		
	Total carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Wall finishes</u>				
	<u>Backing screed; cement and sand (1:4) wood floated:</u>				
A	15mm thick screed backing to receive ceramic wall tiles (m/s)	SM	51		
	<u>Approved coloured ceramic wall tiles; glazed; to regular pattern; bedding, jointing and pointing in cement mortar (1:4); grouting joints with matching colour cement:</u>				
B	400x600x10mm thick matt granito wall tiles fixed on backing (m.s) with an approved tile adhesive	SM	51		
	<u>12 mm cement and sand (1:4) plaster: steel trowelled on masonry</u>				
C	Walls and concrete surfaces: internally	SM	169		
	<u>Prepare and apply one undercoat and two finishing coats silk vinyl emulsion paint: on plaster:</u>				
D	Walls and concrete surfaces: internally	SM	169		
	<u>Ceiling finishes</u>				
	<u>12 mm cement and sand (1:4) plaster steel trowelled on concrete to</u>				
E	Soffits of suspended slab	SM	50		
	<u>Prepare and apply one undercoat and two finishing coats silk vinyl emulsion paint: on plaster:</u>				
F	Soffits of suspended slab	SM	50		
	Total carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Collection</u> From page BW/47 From page BW/48				
	Total for Internal finishes carried to summary				Kshs.

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Ele No.	Description	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>SUMMARY (POWER ROOM)</u></p> <p style="text-align: right;"><u>From Page No.</u></p> <p>1 Substructure BW/38</p> <p>2 Reinforced concrete Superstructure BW/39</p> <p>3 Walling BW/40</p> <p>4 Roof BW/41</p> <p>5 Windows BW/42</p> <p>6 Doors BW/45</p> <p>7 External wall finishes BW/46</p> <p>8 Internal finishes BW/49</p> <p>9 Builders works in connection with Services BW/50</p>	
	Total for Power Room carried to Grand Summary	Kshs.

Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>SECURITY ROOM</u></p> <p><u>Element No. 1</u></p> <p><u>Substructures (All Provisional)</u></p> <p><u>Site clearance</u></p> <p>A Clear the site of grass, shrubs and small trees and burn up arisings</p> <p><u>Excavations</u></p> <p>B Bulk excavation to remove cotton soils; average depth not exceeding 1.5 metres from ground level</p> <p>C Excavate for foundation strip not exceeding 1.50 metres deep from reduced level</p> <p>D Excavate pits for column bases not exceeding 1.50 metres deep from reduced level</p> <p><u>Disposal of excavated materials</u></p> <p>E Load and cart away surplus excavated materials and deposit at designated & approved County dump: allow for prescribed dumping levels</p> <p>F Deposit surplus excavated materials as directed on site: allowing for prescribed dumping levels, if any</p> <p><u>Backfill</u></p> <p>G Backfill with well compacted hardcore fill to make up levels and around excavations</p>				
	Total Carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Disposal of water</u>				
A	Keep all excavations free from all water including running and spring water	ITEM			
	<u>Planking and strutting</u>				
B	Allow for planking and strutting	ITEM			
	<u>Fillings</u>				
C	Approved granular gravel material; spread, levelled and compacted: average thickness 200mm	SM	22		
D	Approved handpacked hardcore filling spread, levelled and compacted in 150mm layers: average thickness 200mm	SM	22		
	<u>Anti-termite treatment</u>				
E	Chemical anti-termite treatment as "Termidor" or other equal and approved, executed complete by an approved specialist under a ten year guarantee to surfaces of blinded hardcore	SM	22		
	<u>Stone dust blinding</u>				
F	50 mm quarry dust blinding to surfaces of hardcore; levelled and compacted	SM	22		
	<u>Plain Insitu concrete : Mix class 15:</u>				
G	50 mm blinding: under strip foundations	SM	16		
H	Ditto; Column bases	SM	2		
	<u>Insitu vibrated reinforced concrete: class 25/20mm in:</u>				
I	Foundations in trenches	CM	3		
J	Column Bases	CM	1		
K	Stub Columns	CM	1		
L	150 mm Thick floor bed	SM	27		
	Total Carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Ribbed steel bar reinforcement to KS ISO 6935-2:2007</u> <u>Supply and fix steel bar/rod reinforcement Grade 460B high strength type 2 Ribbed bars with proof stress of 460 N/mm² including bending hooks tying wire cutting spacer blocks and supporting all in position as described in:</u>				
A	12mm Diameter bars	KG	54		
B	10mm Ditto	KG	67		
C	8mm Ditto	KG	8		
	<u>Mesh fabric reinforcement to BS 4483: Square mesh reference A142 : weighing 2.22 kilogrammes per square metre</u>				
D	In beds : 200 mm laps	SM	27		
	<u>Formwork: to</u>				
E	Vertical: sides of strip foundations	SM	10		
F	Ditto: column bases	SM	2		
G	Vertical sides of stub columns	SM	4		
H	Edges of beds over 75 but not exceeding 150 mm girth	LM	22		
	<u>Chisel dressed, hard compact and non- porous Natural Stones : in cement and sand mortar (1:4): Including hoop iron in every course</u>				
I	200 mm walls	SM	39		
	<u>Polythene underlay</u>				
J	1000 Gauge polythene underlay laid on hardcore blinding : 200 mm laps	SM	27		
	Total Carried to collection			Kshs.	

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Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>Element No. 2</u></p> <p><u>R.C Superstructure</u></p> <p><u>Insitu vibrated reinforced concrete: class 25/20mm in:</u></p> <p>A Beams CM 4</p> <p>B Columns CM 1</p> <p>C 150 mm thick suspended slabs SM 38</p> <p><u>Ribbed steel bar reinforcement to KS ISO 6935-2:2007</u></p> <p><u>Supply and fix steel bar/rod reinforcement Grade 460B high strength type 2 Ribbed bars with proof stress of 460 N/mm2 including bending hooks tying wire cutting spacer blocks and supporting all in position as described in:</u></p> <p>D 12mm Diameter bars KG 157</p> <p>E 10mm Ditto KG 429</p> <p>F 8mm Ditto KG 85</p> <p><u>Formwork : to</u></p> <p>G Soffitts of suspended floor slab SM 38</p> <p>H Vertical: edges of beds over 150 but not exceeding 225 mm high LM 36</p> <p>I Sides and soffits: beams SM 43</p> <p>J Vertical: sides of columns SM 12</p>				
	Total for R.C superstructure carried to summary			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>Element No. 3</u></p> <p><u>Walling</u></p> <p><u>Machine cut stone</u></p> <p><u>200mm thick Machine cut stone walling laid in cement sand mortar (1:4): including hoop iron reinforcement in every alternate course</u></p> <p>A 200 mm External Walls</p> <p>B 200 mm parapet Walls</p> <p>C 150 mm Internal Walls</p> <p><u>Damp proof courses : bituminous felt bedded in cement mortar (1:4) : 300 mm laps</u></p> <p>D Horizontal : 200 mm wide</p> <p>E Ditto: 150 mm wide</p> <p><u>Precast concrete trimming finished fair on all exposed edges</u></p> <p>F 300mm wide x 75mm thick (average) precast concrete coping bedded in cement and sand (1:3) mortar on top of parapet wall</p>	SM <			

Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>Element No.4</u> <u>Roof</u></p> <p><u>Flat roof covering</u></p> <p><u>Cement and sand (1:4) screeded beds: on concrete; complete with coloured pigmentation additives and hardener to:</u></p>				
A	50mm average waterproofed lightweight screed laid to falls and crossfalls to roof slab	SM	38		
	<u>Epoxy flooring</u>				
B	Epoxy floor finish: 5mm thick: prime and apply strictly to manufacturers written specifications: Colour to Architect's scheme: on water proofed cement sand (1:3) screed (m/s)	SM	38		
	<u>Rainwater Disposal</u>				
C	Fulbora outlet	NO	2		
D	75mm Diameter grey down pipes held onto walls with and including holder bats at 100mm c/c	LM	6		
E	Extra swan neck projections	NO	2		
F	Extra for shoe	NO	2		
	Total for Roofing carried to Summary			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>Element No.5</u></p> <p><u>Windows</u></p> <p><u><i>Precast concrete window cill finishing fair on all exposed surfaces, bedding, jointing and pointing in pigmented cement and sand (1:3) mortar</i></u></p> <p>A 150x25mm thick Precast concrete window cill</p> <p><u><i>Aluminium windows</i></u></p> <p><u><i>Supply and fix the following purpose made Aluminium casement windows: infilled with 8.38mm thick annealed PVB Laminated glass or equal and approved; fixed to concrete or blockwork; complete with all necessary ironmongery and accessories: All to Architect's details:</i></u></p> <p>B Window size 1100x1500 mm high overall</p> <p>C Window size 1200x1500 mm high overall</p> <p><u><i>Window board</i></u></p> <p>D 200 x 20mm thick granite window board</p>	LM	5		
		NO	1		
		NO	3		
		LM	5		
	Total for Windows carried to Summary				Kshs.

Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>Element No.6</u></p> <p><u>Doors</u></p> <p><u>Aluminium doors</u></p> <p><u>Supply and fix the following Aluminium framed doors fabricated from heavy duty powder coated aluminium section members; infilled with 8.38mm thick annealed PVB Laminated glass; complete with frames and all necessary ironmongeries; all to Architect's details:</u></p>				
A	Door size 900x2500mm high	NO	3		
	Total for Doors carried to Summary				Kshs.

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Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>Element No.8</u></p> <p><u>Internal Finishes</u></p> <p><u>Floor finishes</u></p> <p><u>Beds and backings</u></p> <p><u>Cement and sand (1:4) screed: wood floated on concrete:</u></p> <p>A 40mm thick: to receive floor finishes</p> <p>SM 22</p> <p><u>Porcelain floor tiles</u></p> <p><u>Floor tiles as from a reputable and approved bedded and jointed with matching cement and sand (1:4) mortar and flush pointed with white cement; colour quality and pattern to the Architect's scheme in:</u></p> <p>B 600x600x10mm thick porcelain floor tiles fixed on screed (m.s) with an approved tile adhesive</p> <p>SM 22</p> <p>C 100mm high tile skirting</p> <p>LM 24</p> <p><u>Wall finishes</u></p> <p><u>12 mm cement and sand (1:4) plaster: steel trowelled on masonry</u></p> <p>D Walls and concrete surfaces: internally</p> <p>SM 75</p> <p><u>Prepare and apply one undercoat and two finishing coats silk vinyl emulsion paint: on plaster:</u></p> <p>E Walls and concrete surfaces: internally</p> <p>SM 75</p>				
	Total carried to collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Ceiling finishes</u>				
	<u>12 mm cement and sand (1:4) plaster steel trowelled on concrete to</u>				
A	Soffits of suspended slab	SM	33		
	<u>Prepare and apply one undercoat and two finishing coats silk vinyl emulsion paint: on plaster:</u>				
B	Soffits of suspended slab	SM	33		
	Amount carried to collection				
	<u>Collection</u>				
	From page BW/62				
	From page BW/63 (Above)				
	Total for Internal finishes carried to summary			Kshs.	

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Ele No.	Description	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>SUMMARY (SECURITY ROOM)</u></p> <p><u>From</u> <u>Page No.</u></p> <p>1 Substructure BW/55</p> <p>2 Reinforced concrete Superstructure BW/56</p> <p>3 Walling BW/57</p> <p>4 Roof BW/58</p> <p>5 Windows BW/59</p> <p>6 Doors BW/60</p> <p>7 External wall finishes BW/61</p> <p>8 Internal finishes BW/63</p> <p>9 Builders works in connection with Services BW/64</p>	
	Total for Security Room carried to Grand Summary	Kshs.

Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>BOUNDARY WALL</u></p> <p><u>LENGTH - 206 LINEAR METRES</u></p> <p><u>Element No. 1</u></p> <p><u>Substructures (All Provisional)</u></p> <p><u>Site clearance</u></p> <p>A Clear the site of grass, shrubs and small trees and burn up arisings</p> <p><u>Excavations</u></p> <p>B Excavate for foundation strip not exceeding 1.50 metres deep from stripped level in cotton soils</p> <p>C Excavate pits for column bases in cotton soils not exceeding 1.50 metres deep from stripped level</p> <p>D Trim and level bottom of excavations</p> <p><u>Disposal of excavated materials</u></p> <p>E Load and cart away surplus excavated materials and deposit at designated & approved County dump; allow for prescribed dumping levels</p> <p>F Deposit surplus excavated materials as directed on site: allowing for prescribed dumping levels, if any</p> <p><u>Backfill</u></p> <p>G Backfill with well compacted hardcore fill to make up levels and around excavations</p>				
	Total carried to Summary			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Disposal of water</u>				
A	Keep all excavations free from all water including running and spring water	ITEM			
	<u>Planking and strutting</u>				
B	Allow for planking and strutting	ITEM			
	<u>Plain Insitu concrete : Mix class 15:</u>				
C	50 mm blinding : under strip foundations	SM	124		
D	Ditto; Column bases	SM	25		
	<u>Insitu vibrated reinforced concrete: class 25/20mm in:</u>				
E	Foundations in trenches	CM	25		
F	Columns Bases	CM	8		
G	Stub Columns	CM	4		
	<u>Ribbed steel bar reinforcement to KS ISO 6935-2:2007</u>				
	<u>Supply and fix steel bar/rod reinforcement Grade 460B high strength type 2 Ribbed bars with proof stress of 460 N/mm2 including bending hooks tying wire cutting spacer blocks and supporting all in position as described in:</u>				
H	10mm Diameter bars	KG	1545		
	<u>Formwork: to</u>				
I	Vertical: sides of strip foundations	SM	82		
J	Ditto: column bases	SM	50		
K	Ditto: stub columns	SM	78		
	Total carried to Summary			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Chisel dressed, hard compact and non-porous Natural Stones : in cement and sand mortar (1:4): Including hoop iron in every course</u>				
A	200 mm walls	SM	309		
	<u>Damp proof courses : bituminous felt bedded in cement mortar (1:4): 300 mm laps</u>				
B	Horizontal : 200 mm wide	LM	200		
	<u>Element No. 2 Superstructure</u>				
	<u>Approved machine cut stone walling in cement and sand mortar</u>				
C	200mm thick natural stone walling, bedded and jointed in cement and sand (1:3) mortar and reinforced with 25x3mm thick hoop iron in every alternate course	SM	540		
	<u>In situ vibrated reinforced concrete: class 25/20mm in:</u>				
D	Columns	CM	7		
	<u>Ribbed steel bar reinforcement to KS ISO 6935-2:2007</u>				
	<u>Supply and fix steel bar/rod reinforcement Grade 460B high strength type 2 Ribbed bars with proof stress of 460 N/mm2 including bending hooks tying wire cutting spacer blocks and supporting all in position as described in:</u>				
E	12mm Diameter bars	KG	1368		
F	8mm Ditto	KG	576		
	Total carried to Summary			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Formwork: to</u>				
A	Vertical: sides of columns	SM	147		
	<u>Cement and sand (1:3) rendering</u>				
B	25mm thick cement and sand (1:3) rendering to walls internally and sides of columns	SM	613		
	<u>In situ concrete trimming finished fair on all exposed edges; including all necessary formwork</u>				
C	300mm wide x 75mm thick (average) in situ concrete coping on top of masonry wall	LM	200		
D	400x400x75mm thick (average) in situ concrete coping on top of concrete columns	NO	68		
	<u>Keyed Joints</u>				
E	Neat recessed Horizontal keyed joints and pointing in cement and sand (1:3) mortar	SM	540		
	<u>Painting and Decorating</u>				
	<u>Prepare and apply three coats weatherguard emulsion paint: on render to</u>				
F	Rendered surfaces of walls internally and sides of columns	SM	613		
	<u>GATES</u>				
G	Mild steel ready primed gate in two equal openable leaves 2100x2100mm high to detail comprising middle rail, mullions, transoms, braces, upright and curved top rail with approved cast iron arrow heads including fixing to stone faced concrete columns, all ironmongery and accessories and gloss paint to metal, overall size 4200 x 2100mm high	NO	1		
H	Ditto; but pedestrian gate overall size 1500 x 2500mm high	NO	1		
	Total carried to Summary			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<p style="text-align: center;"><u>SUMMARY</u></p> <p>From page BW/66</p> <p>From page BW/67</p> <p>From page BW/68</p> <p>From page BW/69</p>				
	Total for Boundary wall carried to Grand Summary				Kshs.

Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>EXTERNAL WORKS</u></p> <p><u>SECTION 1</u></p> <p><u>DRIVE WAYS & PARKING</u></p> <p><u>Earthworks</u></p> <p>A Excavate to formation level in cotton soils; depth not exceeding 1.5 meter; average depth 1000mm; as directed by the Engineer</p> <p>B Load and cart away surplus excavated material from site</p> <p>C Grade and compact bottoms of excavations to 95% MDD (AASHTO T99) : to receive fill material</p> <p>D Treat the surface with approved herbicide</p> <p><u>Fillings</u></p> <p>E Provide, lay and compact 300mm thick approved gravel for sub-base: levelled and compacted to 98% M.D.D specifications:</p> <p>F Provide, lay and compact 150mm thick approved hand packed stone base to 98% M.D.D specifications:</p> <p>G Provide and spread on hand packed stone 50mm stone dust ready to receive medium duty interlocking precast paving blocks</p> <p>H Provide, lay and compact 60mm thick medium duty interlocking paving blocks (min strength 49N/mm²)</p>				
	Total carried to Collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Kerbs and Channels</u>				
A	250x125mm Half battered kerb set on edge including 325x100mm concrete class "P" bed with similar haunching to one side including all necessary excavation and formwork	LM	111		
B	250x125mm ditto; curved on plan	LM	12		
C	125x100mm channel including 325x100mm concrete class "P" bed with similar haunching to to sides including all necessary excavation and formwork	LM	149		
D	125x100mm ditto; curved on plan	LM	16		
	Amount carried to collection				
	<u>Collection</u>				
	From page BW/71				
	From page BW/72 (Above)				
	Total for Driveways & Parking carried to Summary			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>SECTION 2</u>				
	<u>STORMWATER DRAINAGE</u>				
A	Excavate for covered storm drain not exceeding 1.5m deep and cart away surplus excavated material all to detail	CM	151		
B	Backfill with approved imported murram around drains	CM	34		
	<u>Concrete works</u>				
	<u>Concrete class P (1:4:8)</u>				
	<u>Provide, lay and place concrete to include water proof admixtures and weep holes spaced at 1000mm c/c or as directed by the Engineer</u>				
C	50mm thick concrete blinding to drains	SM	121		
	<u>In situ vibrated reinforced concrete: (1:2:4) class 20/20mm in:</u>				
D	200mm RC concrete to drains base slab	CM	24		
E	200mm RC concrete to drains side walls	SM	170		
	<u>Formwork: to</u>				
F	Sides of walls	SM	340		
	<u>Ribbed steel bar reinforcement to KS ISO 6935-2:2007</u>				
	<u>Supply and fix steel bar/rod reinforcement Grade 460B high strength type 2 Ribbed bars with proof stress of 460 N/mm² including bending hooks tying wire cutting spacer blocks and supporting all in position as described in:</u>				
G	10mm Diameter bars	KG	1535		
	Total carried to Collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>Mild steel grated cover</u>				
A	Mild steel grating comprising of 25 x 25 x 4mm thick angle frame infilled with 25 x 6mm flat bars welded both ends to angle at 50mm centres, complete including grinding welds smooth and placing in position (450mm wide)	LM	142		
	<u>Painting</u>				
B	Rub down grating to remove rust, apply rust-inhibiting primer and apply three coats of approved finishing coat of oil paint to metal surfaces	SM	64		
	<u>Gulley Traps</u>				
C	300 x 300 x 450mm deep masonry gulley trap with cast iron covers, pipe connection with 50 mm Diameter inlet and outlet complete with concrete surround including all necessary formwork and excavation	NO	6		
D	Allow for testing the whole of the stormwater drainage during the progress of works and again on completion and leave in perfect working order to the satisfaction of the Architect.	ITEM	1		
	Amount carried to collection				
	<u>Collection</u>				
	From page BW/73				
	From page BW/74 (Above)				
	Total for Stormwater Drainage carried to Summary			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>SECTION 3</u>				
	<u>LANDSCAPING</u>				
	<u><i>Earthworks</i></u>				
A	Dig over surfaces to remove cotton soils; depth not exceeding 1.0 meter; average depth 300mm; as directed by the Architect	CM	179		
B	Load and cart away surplus excavated material from site	CM	179		
C	300mm Bed of imported red soil: free from weeds, stones, roots, rubbish: spread and levelled to receive grass seedlings	SM	595		
D	Supply approved farm yard manure; spread over all areas to be landscaped; Average depth	SM	595		
E	Plant "Kikuyu" or equal and approved grass seedlings at 100mm centres both ways: water, nurture, cut and roll until established	SM	595		
	<u><i>Planting of shrubs.</i></u>				
F	Supply, plant ,water ,weed and tend well till full establishment assorted species of shrubs.	NO	140		
	<u><i>Planting of Trees.</i></u>				
G	Supply, plant ,water ,weed and tend well till full establishment assorted species of trees	NO	55		
	<u><i>Landscape Maintenance</i></u>				
H	Allow for landscape Maintenance for a period of 16 weeks from practical completion	ITEM	1		
	Total for Landscaping carried to Summary			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Kshs.
	<u>SECTION 4</u>				
	<u>SEPTIC TANK, SOAK PIT AND MANHOLES</u>				
	<u>SEPTIC TANK</u>				
	<u>Site clearance</u>				
A	Clear the site of grass, shrubs and small trees and burn up arisings	SM	39		
	<u>Excavations</u>				
	<u>Excavations including maintaining and supporting sides of excavations</u>				
B	For septic tank, 0-1500mm deep in cotton soils	CM	53		
C	Ditto: 1500 - 3000mm ditto	CM	53		
D	Ditto: 3000 - 4500mm ditto	CM	4		
E	Excavate for foundation trenches commencing from ground level: not exceeding 1.5m deep	CM	1		
	<u>Disposal of excavated materials</u>				
F	Load and cart away excavated materials to areas directed	CM	111		
	<u>Backfill</u>				
G	Backfill with well compacted hardcore fill to make up levels and around excavations	CM	20		
	<u>Disposal of water</u>				
H	Keep all excavations free from all water including running and spring water		Item		
	Total Carried to Collection			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Kshs.
	<u>Planking and strutting</u>				
A	Allow for planking and strutting		Item		
	<u>Hardcore fillings</u>				
B	Approved handpacked hardcore filling spread, levelled and compacted in 150mm layers: average thickness 300mm	SM	34		
	<u>Mass concrete (1:3:6) in:-</u>				
C	50mm thick Under strip foundations	SM	1		
D	Blinding 75mm thick under base slab	SM	34		
	<u>In situ vibrated reinforced concrete: class 25/20 mm; including plastocrete-N as manufactured by SIKA or other equal and approved waterproofing concrete admixture, applied to manufacturer's printed instructions and Structural Engineer's approval; to</u>				
E	150 mm Thick base slab	SM	35		
F	Ditto; cover slab	SM	30		
G	200 mm Thick walls	SM	61		
H	100 mm Thick scum baffle ditto	SM	6		
	<u>Ribbed steel bar reinforcement to KS ISO 6935-2:2007</u>				
	<u>Supply and fix steel bar/rod reinforcement Grade 460B high strength type 2 Ribbed bars with proof stress of 460 N/mm2 including bending hooks tying wire cutting spacer blocks and supporting all in position as described in:-</u>				
I	10mm Diameter bars	KG	3139		
Total Carried to Collection					Kshs.

Item No.	Description	Unit	Quantity	Rate	Kshs.
	<u>Formwork: to</u>				
A	Vertical: sides of strip foundations	SM	1		
B	Soffits of cover slabs	SM	30		
C	Vertical sides of walls	SM	132		
D	Edges of ground slab 75 - 150mm high	LM	29		
E	Ditto; suspended slab ditto	LM	27		
F	Soffits of baffle walls 75 -150mm girth	LM	5		
G	Boxing size 600 x 450mm to form opening for manhole cover	NO	4		
	<u>Chisel dressed, hard compact and non-porous Natural Stones : in cement and sand mortar (1:4): Including hoop iron in every course</u>				
H	200 mm walls	SM	1		
	<u>Finishes</u>				
	<u>Plaster: 12mm thick sulphate resistant cement/ lime putty/ sand: steel trowelled on concrete or stonework to</u>				
I	Wall surfaces internally	SM	71		
J	Suspended cover slabs internally	SM	25		
K	Base slab	SM	25		
L	Supply and fix ventilating manhole cover size 600 x 450mm complete with frame	NO	4		
	Carried to collection				
	<u>Collection</u>				
	From page BW/76				
	From page BW/77				
	From page BW/78 (Above)				
	Total Carried to Summary			Kshs.	

Item No.	Description	Unit	Quantity	Rate	Kshs.
	<u>SOAK PIT</u>				
	<u>Site clearance</u>				
A	Clear the site of grass, shrubs and small trees and burn up arisings	SM	7		
	<u>Excavations</u>				
	<u>Excavations including maintaining and supporting sides of excavations</u>				
B	For soak pit, 0-1500mm deep in cotton soils	CM	11		
C	Ditto: 1500 - 3000mm ditto	CM	11		
D	Ditto: 3000 - 4500mm ditto	CM	11		
E	Ditto: 4500 - 6000mm ditto	CM	11		
F	Ditto: 6000 - 7500mm ditto	CM	6		
G	Excavate for foundation trenches commencing from ground level: not exceeding 1.5m deep	CM	5		
	<u>Disposal of excavated materials</u>				
H	Load and cart away excavated materials to areas directed	CM	55		
	<u>Backfill</u>				
I	Backfill with well packed 200 mm diameter crushed stones	CM	36		
	Total Carried to Collection			Kshs.	

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Item No.	Description	Unit	Quantity	Rate	Kshs.
	<u>Finishes</u>				
	<u>Plaster: 12mm thick sulphate resistant cement/ lime putty/ sand: steel trowelled on concrete or stonework to</u>				
A	Wall surfaces internally	SM	6		
B	Suspended cover slabs internally	SM	7		
C	Supply and fix ventilating manhole cover size 600 x 450mm complete with frame	NO	1		
	Carried to collection				
	<u>Collection</u>				
	From page BW/79				
	From page BW/80				
	From page BW/81 (Above)				
	Total Carried to Summary			Kshs.	

Prepared by: Michael G Wanjohi
Registered Quantity Surveyor- Q656
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Item No.	Description	Unit	Quantity	Rate	Kshs.
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION</u> <u>FOR KEWISCO REGULATED NON WDT SACCO</u> <u>LIMITED ON LANG'ATA SOUTH ROAD, OFF</u> <u>LANG'ATA ROAD ON L.R NO. NAIROBI/</u> <u>BLOCK 148/2102</u></p> <p><u>Summary</u></p> <p>Septic Tank</p> <p>Soakpit</p> <p>Manholes</p>				
	Total Carried to Summary of External Works				Kshs.

Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>SUMMARY (EXTERNAL WORKS)</u></p> <p>Driveways & Parking</p> <p>Stormwater Drainage</p> <p>Landscaping</p> <p>Septic tank and associated works</p>				
	Total for External Works carried to Grand Summary				Kshs.

PC AND PROVISIONAL SUMS

Item No.	Description	Unit	Quantity	Rate	Amount
	<p><u>PROPOSED OFFICE BLOCK CONSTRUCTION FOR KEWISCO REGULATED NON WDT SACCO LIMITED ON LANG'ATA SOUTH ROAD, OFF LANG'ATA ROAD ON L.R NO. NAIROBI/ BLOCK 148/2102</u></p> <p><u>P.C. and Provisional sums</u></p> <p>A Allow a prime cost sum of Kenya shillings Six Million, Five Hundred Thousand only for Mechanical Works (Plumbing, Drainage and Fire Fighting)</p> <p>B Allow for Contractor's profit</p> <p>C Allow for attendance</p> <p>D Allow a prime cost sum of Kenya shillings Thirteen Million only for Electrical Installation (Including CCTV System, Structured Cabling and Electric Fence)</p> <p>E Allow for Contractor's profit</p> <p>F Allow for attendance</p> <p>G Allow a prime cost sum of Kenya shillings Two Million, Five Hundred Thousand only for Lift Installation Works</p> <p>H Allow for Contractor's profit</p> <p>I Allow for attendance</p> <p>J Allow a prime cost sum of Kenya shillings Three Million, Five Hundred Thousand only for Standby Generator Installation Works</p> <p>K Allow for Contractor's profit</p> <p>L Allow for attendance</p> <p>M Allow a provisional sum of Kenya shillings Five Hundred Thousand only for liason with to expended at direction of Project Manager for liason with Statutory bodies</p> <p>N Allow a provisional sum of Kenya shillings Three Hundred Thousand for connection of water to mains</p>				
	Total for PC & Provisional Sums carried to Grand Summary			Kshs.	

GRAND SUMMARY

GRAND SUMMARY

BILL No.	DESCRIPTION	FROM PAGE	AMOUNT (KSH) CONTRACTOR'S	AMOUNT (KSH) CLIENTS USE
1	PRELIMINARIES			
	(i) Particular preliminaries	P1/10		
	(ii) General preliminaries	P2/16		
2	BUILDERS WORKS			
	(i) Main Block	BW/34		
	(ii) Power Room	BW/51		
	(iii) Security Room	BW/65		
	(iv) Boundary Wall	BW/70		
	(v) External Works	BW/84		
3	PRIME COST AND PROVISIONAL SUMS	BW/85		
	SUB - TOTAL 1			
	CONTINGENCY Add 5% of SUB-TOTAL 1	5% Ksh		
	GRAND TOTAL Carried to Form of Tender			

Tender sum in words Ksh.....

Full name of Tenderer in (BLOCK LETTERS).....

Signature of person duly authorized to sign tenders for and on behalf of Tenderer.....Date.....

SECTION VI - SPECIFICATIONS

All work is to be carried out in accordance with the Ministry of Public Works General Specification issued in 1976 as qualified or amended

PART ONE

A. MATERIALS GENERALLY

All materials used on the works shall be new and of the qualities and kind specified herein and equal to approved samples. Deliveries shall be made sufficiently in advance to enable samples to be taken and tested if required. No materials shall be used until approved and all materials which are not approved or which are damaged, contaminated or have deteriorated in any way or do not comply in any way with the requirements of this specifications shall be immediately removed from the site at the Contractor's expense.

B. MATERIALS FOR WHICH THERE IS BUREAU OF STANDARD SPECIFICATION

All materials used in the works for which Kenya Bureau of Standard Specifications has been published shall conform with the latest edition thereof in every way. The Architect reserves the right to demand that the Contractor shall obtain at his own expense a Certificate in respect of any material to state that it is in accordance with the Kenya Bureau of Standard Specifications.

C. MATERIALS FOR WHICH THERE IS NO KENYA BUREAU OF STANDARDS SPECIFICATION

All materials used in the works for which no Kenya Bureau of Standard Specifications has been published shall conform with the British Standard Specifications for such material. If there are no published standard as specified for any materials, the quality of such materials shall be generally of a Standard equal to those for which there is a Kenya Bureau of Standard or British Standard Specification

D. STANDARDS

Where materials are specified by their proprietary names or where fittings are specified by catalogue numbers or description, the contractor may offer materials or fittings of alternatives manufactures, which are of equal quality. Such alternatives must be approved before being used in the works and the Contractor shall allow for this, but prior to tendering he may submit to the Architect for approval the names of any suppliers of manufacturers whose products he intends to use, together with catalogue numbers and descriptions and/or samples but the decision of the Architect will be final.

E. SAMPLES

The Contractors shall furnish for approval, with reasonable promptness all samples of material and workmanship required by the Architect. The Architect shall check and approve such for conformance with the design concept of the works and for compliance with the information given in the Contract Documents. The works shall be in accordance with approved samples.

- (a) All material samples shall be delivered to the Architect's office with all charges in connection therewith paid by the Contractor
- (b) Duplicate final approved samples, in addition to any required for the Contractor's use shall be furnished to the Architect, one for office use and for site.

Samples shall be furnished so as not to delay fabrication, allowing the Architect reasonable time for consideration of the sample submitted.

- (c) Each sample shall be properly labeled with the name and quality of the materials, manufacturer's name, name of project, the Contractor's name and the date of submission and the specification number to which the samples refers.

MEASUREMENTS AND TESTING EQUIPMENTS

The Contractor shall provide the following equipment for carrying out measuring and control tests on the site and maintain in full working order:-

- (a) Straight edges 2 metres and 4 metres long for testing the accuracy of the finished concrete.
- (b) A glass graduated cylinder for use in the silt test of organic impurities in the sand.
- (c) Slump test apparatus.
- (d) 150mm Steel cube moulds with base plates and tamping rod to BS 1881.
- (e) Two 30 metre steel tapes.
- (f) One dumpy or quickest level and staff.
- (g) Micrometer.

PART TWO

DEMOLITIONS AND ALTERATIONS.

A. DEMOLITIONS

Demolitions, taking out and cutting away shall be carefully performed and every precaution shall be taken to ensure the safety of the work. If damage should occur in the carrying out the demolitions or alterations the contractor shall reinstate and make good the same at his own expense.

B. PROTECTION

Supply, erect and maintain during the cutting of openings etc., all necessary protection to the existing premises against damage by weather or other cases.

C. LAYING THE DUST

Allow for laying the dust as far as possible during the alteration by watering with a hose or other means.

D. MAKING GOOD

All making good of blockwork, building up of opening etc., shall be solid blockwork unless otherwise described, in cement mortar (1:4) properly cut, to toothed and bonded and pinned up to existing work and pointed where necessary

E. CREDIT MATERIALS

Unless otherwise specified materials arising from the demolitions and alterations will become the property of the contractor. If the contractor wishes to allow credit for any such materials with appropriate allowance should be included in the credit column of the Bill of Quantities. In the event that the Employer wishes to take possession of any such materials the contractor will only be entitled to receive compensation to the amount of credit indicated.

PART THREE

EXCAVATIONS & EARTHWORK SPECIFICATIONS

EXCAVATIONS AND EARTHWORKS

A. CODE OF PRACTICE

The contractor shall comply with the following codes of practice:- Site investigations

C.P 2001

Earthworks C.P 2003

Foundations C.P 2004

Protection of building against water from the ground C.P 102

B. INSPECTION OF SITE

The contractor is deemed to have visited the site and to have ascertained the nature of the soil and sub-soils to be excavated. No claim will be allowed on account of these being of a different nature from that for which he had allowed in his prices.

C. PROCEDURE.

The excavations and fittings shall be carried out in such a manner and order as the Architect may direct.

D. EXISTING TREES AND GRUBBING UP ROOTS

(a) Directions

Cut down and remove shrubs and trees as directed. No shrubs, trees, plants etc., shall be removed except as directed by the Architect and the contractor shall be held responsible for any damage caused by the building operations to those shrubs, trees etc., not so directed to be removed.

(b) Grubbing up roots

Grubbing up roots etc. shall include the following and disposal shall be as described under the foregoing clause:

- (1) Stumps and roots of large trees shall be completely removed.
- (2) Stumps and root of small trees, bushes or other vegetation shall be completely removed to a depth of at least 600mm below formation.
- (3) Smaller stumps and roots of vegetation up to 25mm thick shall be completely removed to a depth of 230mm below formation.
- (4) Fine roots shall be removed to as great depth as is practicable by hand.

Except where the area of grubbing is to be excavated, all resulting holes shall be filled up solid with approved material compacted to the same relative density as the surrounding.

E. SITE CLEARANCE

All grass, vegetable matter etc., must be removed from or burned on site at the commencement of the contract over areas as directed by the Architect.

F. WHITE ANTI-INSECTICIDE TRATMENT

The Contractor must destroy any white ants nests found within the perimeter of the building and within a distance of 20 meters from the building externally and take out and destroy queen ants impregnate holes and tunnels with approved insecticides and back-fill with hard materials well rammed and consolidated.

A. EXCAVATION

- (i) The excavations are to be executed to the widths shown on the Drawings and to the depth below existing ground levels as directed by the Architect in order to obtain satisfactorily foundations. If the contractor excavates to any widths or depths greater than those shown on the drawings or as instructed by the Architect, he shall at his own expense fill in such widths or depths of excavation beyond that instructed or shown with concrete to the satisfaction of the Architect.
- (ii) Level and ram bottoms of all excavations to receive concrete, form steppings if necessary or directed to allow for sloping ground and well water excavations before pouring concrete.
- (iii) The contractor shall report to the Architect when secure bottoms to the excavations have been obtained. Any concrete or other work executed before the excavations have been inspected and approved shall, if so directed, be removed and new work substituted after the excavations have been approved all at the contractor's expense.
- (iv) Excavations made below required levels shall be filled with mass concrete (1:4:8) at the contractor's expense.

ROCKS

B. ROCKS

(a) Definition

Rock is defined as any material met within the excavation which is of such size or portion that it can only be removed by means of wedges, compressed air plant or other special plant and the Architect's opinion shall be final.

(b) Other materials to be taken with normal excavations

Excavations in any materials such as compacted murrum, soft tuff, stiff clay or similar materials which in the opinion of the Architect can reasonably be removed by pick, traxcavator or similar means will be deemed to be included in the prices of normal excavation.

D. BLASTING

No blasting will be permitted without the prior approval of local Authorities and the Architect.

E. BORROW PITS

Borrow pits will only be allowed to be opened up on site on receipt of permission from the Architect.

F. HARDCORE FILLING.

Hardcore for filling under floors, etc., shall be good hard stone ballast or quarry waste (not magadi or similar soft stone) to the approval of the Architect broken to pass not greater than a 150mm ring or to be 75% of the finished thickness of the layers being compacted, whichever is the lesser and graded to contain sufficient smaller pieces to fill all voids so that it can be thoroughly compacted. The filling is to be laid in layers each consolidated thickness not exceeding 225mm and well watered and compacted by hand of mechanical tampers. The top surface of the hardcore shall be levelled or graded to falls as required and blinded with 75mm layer of similar materials finely crushed and well rolled and watered immediately before concrete is laid.

G. FILLING OBTAINED FROM THE EXCAVATIONS.

Filling obtained from surplus excavated materials is to be free from all weeds, roots, vegetable soil or other unstable materials and is to be filled in layers each of not more than 250mm finished thickness. Each layer to be well watered and consolidated before the subsequent layer is filled in.

A. MATERIALS FOUND IN EXCAVATIONS.

No sand, aggregate or other materials found in the excavations is to be used in the works without the written permission of the Architect.

B. INSECTICIDE/ANTI-TERMITE TREATMENT .

The top surface of all fitting shall be treated with an approved chemical treatment applied in accordance with the manufacturers printed instructions. The approved specialist treatment shall include a ten year guarantee against termites.

C. RATES OF DISPOSAL

Rates of disposal of excavated material are to include for the selection of spoil as it arises and for all double handling and re-excavation from spoil heaps not specifically ordered by the Architect.

D. POLYTHENE SHEETING

Polythene sheeting shall be 1000 gauge or as described obtained from an approved manufacturer. Joints in sheeting shall be treble folded with 150 mm fold and taped at 300 mm intervals with 50 mm wide black plastic adhesive tape as manufactured by sellotape limited. The sheeting shall not be laid loose with sufficient wrinkles to permit shrinkage up to 15%.

PART FOUR

CONCRETE WORK SPECIFICATIONS

CONCRETE WORK

GENERAL

A. AUTHORITATIVE STANDARDS AND CODES OF PRACTICE

The following authoritative standards are referred to hereinafter:-

British standard Specifications are published by the British Standards Institutions 2 Part Street London W.I, England (*Abbreviated in txt to BS*).

B.S	Date	Title
12.Pt.2:	1971	Portland cement (ordinary and rapid hardening)
812:	1975	Methods for sampling and testing of mineral aggregates sand and fillers
882, 1201: Pt.2	1973	Aggregate from natural sources of concrete (including granolithic).
1881:	1970-71	Methods of testing concrete
1926:	1962	Ready mixed concrete
2499:	1973	Hot applied joint sealants for concrete pavements
3148:	1959	Tests for water for making good
3921:	1974	Clay bricks and blocks
4449:	1969	Truck type concrete mixers
4521:	1969	Hot rolled steel bars for the reinforcement of concrete
4461:	1969	Cold worked steel bars for the reinforcement of concrete
4466:	1969	Bending dimensions and scheduling of bars for the reinforcement of concrete
4483	1969	Steel fabric for the reinforcement of concrete

American Society for Testing and Materials Standard as published by the American Society for Testing and Materials, 1916 Race St., Philadelphia PA 19103, U.S.A (abbreviated in text ASTM)

ASTM	Date	Title
C88-	73	Soundness of Aggregates by use of Sodium sulphate
C234-	71	Comparing Concrete on the basis of the Bond development with Reinforcement steel
C282-	71	Potential Reactivity of Aggregates (Chemical Method)

The following codes of practice are referred to hereinafter:-

The British Standard of Codes published by the Council of Codes of Practice. British Standards Institutions 2 Park St. London W.I
England (abbreviated in txt to C.P)

C.P	Date	Title
110:Pt.1,2 &3:	1972	The structural use of concrete
116:Pt.2:	1976	Structural use of precast concrete
BS 5337:	1969	The structural use of concrete for retaining aqueous liquids

Should the Contractor wish to substitute any other authoritative standard of code for any listed above he should submit details of any such together with two complete copies of the Engineers for approval with his Tender. Approval with only given to the use of such standards where the Engineer considers the proposed standard of code of practice will give a quality or finished work equal to or better than the specified standard.

All insitu concrete shall be in accordance with CP 110 except where superseded by this Specification. All precast concrete shall be in accordance with CP 116 except where superseded by this specification.

A. BENDING SCHEDULES

The Engineers will issue bar bending schedules in accordance with B.S 4466. The Contractor should check these against the drawings before any cutting, bending or construction involving the schedules is stated. Any discrepancy should be reported to the Engineer immediately for his clarification. The contractor shall be responsible for any delays or additional work caused solely by his failure to check the schedules.

B. APPROVALS

Well before construction commences the Contractor shall supply the Engineer for his approval details of his proposed layout of concreting plant and on site workshop; details for formwork systems and the construction devices, e.g., cranes, chutes, scaffolding, which he proposes to use for the structural work. The information is to be sufficiently detailed to enable the Engineer to approve or otherwise.

The Contractor should note that further approvals are required by the Specifications before construction starts. The contractor is wholly responsible for obtaining these approvals and no claims for delay will be entertained due to the contractors failure to obtain such approvals in adequate time.

MATERIALS

C. CEMENT

Cement, unless otherwise specified, shall be ordinary Portland cement complying with BS12. The contractor shall obtain a manufacturer's certificate of test accordance with the appropriate standard for each consignment of cement delivered on the site and shall immediately forward copies of the same to the Engineers for his retention.

No withstanding the manufacturer's certificates by the Engineer may require that any cement delivered to the site be sampled and tested. Any batch tested which fails to comply with this specification will be rejected.

Any cement which upon inspection is considered by the Engineer to have deteriorated in any way will be rejected.

A. AGGREGATES OF CONCRETE

Aggregates for concrete shall unless otherwise specified, be aggregates from a natural sources complying with B.S 882. Additionally, the flakiness index when determined by the seize method described in B.S 812 shall not exceed 35 for any size of concrete aggregates. Fine aggregates within or finer than zone 4 of BS 882 shall not be used.

Well before any concreting work, the contractor shall forward to the Engineer for approval details of his proposed source of supply of aggregate giving the aggregate group classification and typical physical properties as required by B.S 882. The Contractor shall provide the Engineer with a certificate for his retention showing that all aggregates regularly comply with the requirements of his specification.

B. WATER FOR USE WITH CEMENT

Water for use in mixing with cement or for curing concrete shall be any approved source, clean, fresh and free from organic and other deleterious matter.

The Engineer may require that any water be sampled and tested by the method given in B.S 3148. Water failing the criteria given in the appendix to BS 3148 will be rejected.

Water for use in mixing with cement shall neither be hotter than 25 degrees centigrade (77 degrees Fahrenheit) nor colder than 5 degrees centigrade (41 degrees Fahrenheit) at the time of mixing.

C. STEEL ROD REINFORCEMENT

Steel rod reinforcement shall consist of:-

- (a) Mild steel bar complying with B.S 4449 or KS 02-22.
- (b) Hot rolled high yield bars complying with B.S 4449.
- (c) Cold worked high yield bars complying with B.S 4461 as described in the drawings.

All Reinforcement shall be stored in clean conditions in an orderly manner to the satisfaction of the Engineer such that the batch to which each piece belongs can be readily identified.

D. STEEL FABRIC REINFORCEMENT

Steel fabric reinforcement shall be electrically cross welded steel mesh reinforcement complying with B.S 4483 and of the size and weight specified and made of wire to B.S 4482.

E. TYING WIRE

Tying wire for fixing reinforcement shall be either:

- (a) No. 16 gauge soft annealed iron wire or
- (b) No. 18 gauge stainless steel wire.

F. SPACERS

Spacers block required for ensuring that the reinforcement is correctly positioned shall be as small as possible consistent with their purposes of a shape acceptance to the Engineer and designed so that they will not overturn when the concrete is placed. Unless otherwise approved, they shall be made of concrete with 10mm maximum aggregate size and mix proportions to produce the same strengths as the adjacent concrete.

Wire shall be cast in the block for the purposes of tying it to the reinforcement. Spacer blocks of concrete shall not be used until at least 7 days old.

A. ADMIXTURES

No admixtures or cement containing additives shall be used in concrete unless specified or approved by the Engineer. Such approval will not be given unless in the Engineer's opinion specific benefit to the density or quality of the concrete will result.

B. WALL TILES

Wall tiles between concrete and adjoining block or block walling shall be "Abbey" slots and anchors as supplied by Abbey Building Supplies Ltd or similar approved.

C. JOINT FILLERS

Joint fillers unless otherwise stated shall be "flexcell" as manufactured by Expandite Ltd, or similar approved and placed in accordance with manufacturer's instructions.

D. JOINT SEALANTS

Joint sealants shall be as described in the drawings and approved by the Engineer. Sealant shall be used strictly in accordance with the manufacturer's instructions.

E. HOLLOW CLAY POTS

Pots shall be burnt clay blocks conforming to B.S 3921 or similar approved. They shall be true to shape and free from cracks or distortion.

F. WATER STOPS

Water stops unless otherwise stated shall be Sika water bar. As manufactured by Sika International or similar approved and placed and jointed in accordance with the manufacturer's instructions.

PART FIVE

WALLING SPECIFICATIONS

MATERIALS

A. CEMENT

Cement used for making mortar shall be as described in concrete work.

B. LIME

The lime for making mortar shall be obtained from an approved sources and shall comply with B.S 890 Class A for non-hydraulic lime. The lime to be run to putty in an approved limed pit or container. The water to be first run into the pit or container and the lime to be added until it is completely submerged, stirred vigorously until all lumps are disintegrated and shall be kept constantly covered with water and regularly stirred for at least four weeks. The resulting milk-lime then to be through a fine sieve and run into a pit or other container and kept clean and moist for not less than two weeks before being used in the works and moist for not less than two weeks before being used in the works.

C. SAND

Sand used for making mortar shall be well cleaned well graded siliceous sand of good sharp hard quality equal to samples which shall be deposited with and approved by the Architect. It shall be free from lumps of stone, earth, loam, dust, salt, organic matter and other deleterious substances, passed through a fine sieve and washed with clean water if so directed by the Architect.

D. CONCRETE BLOCKS

Concrete block shall comply with the requirements of B.S 2028, 1384 except where amended or extended by the following clause. Blocks shall have square arises and corners. For fair faced work damage to arise and corners shall not executed the removal of 6mm of the blocks depths or thickness.

Concrete blocks shall have a minimum crushing strength of 3.5 N/mm² except when below the damp course level or in contact with soil when they have minimum crushing strength of 7N/mm², unless otherwise on drawings.

E. STONE

All stone shall comply with the requirements of C.P 121.02 for masonry and rubble walls respectively except where amended or extended by the following clauses.

F. WALL REINFORCEMENT

Where described walls and partitions shall be reinforced with a 25mm wide strip of No. 20S. W.G hoop iron built into alternate horizontal joints in the wall centre. The reinforcement shall be lapped and hooked at running joints, angles and intersections and carried at least 115mm into abutting walls at junctions.

G. WALL TIES

To be 3mm diameter galvanised mild steel wire twisted butterfly wall ties.

H. DAMP PROOF COURSE.

The bituminous felt sheeting for damp-proof courses shall be hessain based bituminous felt complying with BS743 TYPE 4A weighing not less than 3.85 Kgs per square metre. The sheeting is to be lapped 150mm at running and the full width of walls at angles.

PART SIX

ROOFING , WATER PROOFING & RAINWATER PIPES SPECIFICATIONS

ROOFING, WATERPROOFING & RAINWATER

A. TILE ROOFING

- (i) Tiles are to be uniform in size and shape, free from cracks, twist and other blemishes and are to be true after fixing on the roof.
- (ii) Unless specified all tile battens are to be 50 x 25mm fin sawn celcured Podo Carpus or cypress continuously and secretly spiked at raters at such centres upto the roof to suit the pitch of the tiles (In addition Roman tiles Roofs are to have 75 x 50mm counter battens to suit).
- (iii) Mangalore, Brosley, Roman and Pan tiles to be purchased from Clayworks Ltd.
Cement tiles shall be purchased from Manson Hart Limited and Mareba Enterprises Limited or any other approved manufacturers and shall be laid in accordance with the manufacturers instructions and shall be completed with left hand verge tiles and fascia tiles nailed to battens. At the ridges provide and lay 300mm wide felt under the sockless ridging which shall be matching limited pointed with oxide purchased from the manufacturer.
- (iv) Where valley tiles are specified, these shall be laid in accordance with manufacturers instruction and the roof tiles to be cut shall be marked by the Contractor transported to and from the factory where they are to be cut and re-tinted by Manson Hart Limited or Mareba Enterprises Limited before fixing on site.

B. POLYTHENE UNDERFELTING

500 Gauge polythene underfelting is to provided to all tile roofs and fixed under roofing battens with 150mm laps.

C. TIMBER ROOF TRUSSES

All timber to be used shall be as described in carpentry and joinery hereafter.

Roofing construction is to include for all necessary timbers, dragon ties, ridges, hips, purlins, valley, eaves, timber etc., and for any eaves soffits, fascia, gangboards as specified or shown on the Drawings. Generally trusses are to set verticle and level, spiked to wall plates and secured with wall ties.

No timber used for, rafters or purlins shall be over 5.0 metres in length. All joints shall be scarfed and bound with continuous 20m hoop iron binding, pitched at 3mm centres scarfs in purlins shall occur at trusses but in ties and rafter they shall occur approximately central joints. The prices for roof trusses shall include for all the foregoing and nails, bolts, etc., necessary to make the required joints.

D. ALUMINIUM FLASHINGS

Aluminium flashing shall be formed out of 22 gauge super purity aluminium with natural mill finish to B.S 1470. Where flashing are built into joints or tucked into grooves the minimum depth is to be 25mm and they are to be secured by folded aluminium wedges at 450 centres and pointed in cement mortar (1:3).

A. ROOF SCREED GENERALLY

Roof screed are to be laid to a minimum fall and crossfall of 27mm in 3.0 metres with a minimum thickness of 19mm at rainwater outlets and are to be finished to the entire satisfaction of the sub-contractor executing the roofing.

A. CEMENT AND SAND ROOF SCREEDS

The roof screed shall be formed of cement and sand (1:3). The screeds shall be laid in bays, squares where possible of maximum 10 square meters.

B. LIGHTWEIGHT ROOF SCREED

Lightweight roof screed shall be composed of bases of cement, sand and pumice (1:4:8) finished with a 12mm cement and sand (1:5) topping laid whilst the base is still green and trowelled smooth to the satisfaction of the Architect.

The screeds are to be laid as described in cement and sand Roof screeds.

C. PVC RAINWATER PIPES

PVC rainwater pipes and fittings are to comply with BS 4576 with solvent welded or rubber ring seals joints.

Pipes are to be cast into concrete or to be fixed to the structure with PVC holderbats built-in or plugged and screwed at maximum 2 meter centers.

Bends, swannecks, discharge, chutes and fittings generally are to be fixed where necessary to facilitate the flow of water.

Rainwater outlets shall be PVC suitable for the roof finish in which they occur with domical PVC grating.

D. PROTECTION

The Contractor is to take all necessary precautions to protect the finished work and must ensure no damage occurs to the roofing until completion of the works.

E. COMPLETION OF THE WORKS

On completion of the works, the contractor shall clear away, ensure that rainwater outlets are clear and generally leave the roof areas in a clean and watertight conditions to the satisfaction of the Architect.

PART SEVEN

CARPENTRY & JOINERY SPECIFICATIONS

CARPENTRY & JOINERY

A. GENERALLY

All woodwork shall be carried out in accordance with the drawing and the principals of first class joinery construction. Unless specifically stated otherwise, sizes shown on drawings are finished sizes and the contractor must allow for wrot faces.

MATERIALS

B. QUALITIES OF TIMBER

- (a) The qualities of timber stated hereinafter are in accordance with last Kenya Government Grading Rules.
- (b) All timber described as prime Grade is to be first Grade (Grade I).
- (c) All timber described as prime grade is to be second (Grade II)
- (d) All hardwood is to be primed Grade (Grade I).
- (e) All timber for permanent use in the building shall be before use approved by the Architect for quality in accordance with the foregoing specification for its respective grade. Any timber not so approved by the Architect shall be removed from the site forthwith.

C. INSECT DAMAGE

All timber whether graded or ungraded and including shuttering, scaffolding and the like shall be free of live borer beetle one other insect attached when bought upon the site. The contractor shall be responsible up to the end of the maintenance period for executing at his own cost all work necessary to eradicate insect attack of timber which becomes evident including the replacement of timbers attacked or suspected of being attacked, notwithstanding that the timber concerned may have inspected and passed fit for use.

D. SEASONING OF TIMBER

All carpentry timbers are to be seasoned to an average moisture content of not more than 20%. All joinery timbers are to be seasoned to an average content moisture content of not more than 15%. The contractor is to make available on site a meter of testing moisture content of all timber delivered.

E. PRESSURE IMPREGNATED TIMBER

- (i) All timber described as pressure impregnated shall be impregnated under a vacuum and pressure with celcured Tanalith. Wood preservative with an average absorption of not less than 6.7Kg of dry salt per cubic metre. In case of resistance species where this retention cannot be obtained the timber shall be treated to refusal point. All treated timber shall not be exposed to wet conditions for at least 14 days after treatment has been carried out. All cut ends, drilling or fabrications on the site producing new surfaces shall be thoroughly bushed or soaked with celcured B. salts applied in accordance with the manufacturer's instructions.
- (ii) Any other method of timber impregnations will only be allowed at the Architect's.

F. HARDWOOD

All hardwood will comply with the requirement of BS 1186 part 4047. It shall show a straight and regular grain throughout.

Hardwood shall be free from wooly texture, soft heart, sap wood, splits, shakes all evidence of insect or fungi attack and not all faults caused by compression failure. There shall be no waney edges. Hardwood shall be free from knot on exposed faces, Any hardwood showing visible imperfections will be rejected.

Preservatives shall not used without the Architect's permission. Where indicated on the drawings internal hardwood will be treated with clear sealants as specified elsewhere.

A. SOFTWOOD

Softwood timber for canvassing work shall be either podocarpus or cypress to the approval of the Architect and shall be dimensions specified on the drawings.

Timber shall in accordance with the Groups listed in this clause.

All softwood shall comply with the requirements of BS 1186 part I. Timber shall be free from wooly texture, soft heart, sap wood, splits, shakes, pith showing on the surface, sloping grain exceeding one in eight checks knots exceeding 25mm of diameter, loose or knot holes and any evidence of insect or fungi attack. There shall be no waney edges.

B. CHIPBOARD

Chipboard shall be medium density wood particle board complying with BS 2604 part 2, produced in factories by an approved process.

C. TIMBER DOORS

Doors are to be designed, manufactured and fixed in accordance with the relevant British Standards summarized below:-

BS	476	part 8	1972	Fire tests etc.
BS	4787	part 1	1972	Door dimensions etc.
BS	1186	part 1	1971	Quality of timber and workmanship
BS	1227	part 1A		Hinges
BS	3827			Builder's hardware – glossary

D. FLUSH DOORS

Generally, the requirement for flush doors is that they have a minimum thickness of 40mm. They shall be faced both sides and there shall be hardwood lippings to all edges. Hollow core and semi-solid types shall contain adequate provisions within the core for ironmongery (e.g. lock blocks etc).

Flush doors shall be obtained from a supplier to be approved by the Architect. Flush doors comply with the requirements of BS 459 parts 1, 2 and 3. All edges shall be lipped with hardwood tongued into edges of the door.

The core of solid core flush doors shall be constructed of longitudinal of precision planted timber, butt joined and glued with resin based adhesive under hydraulic pressure, the whole forming a rigid fire resistance raft.

Where doors are indicated as fire resistant they shall be constructed so as to exceed the requirements stated when tested in accordance with BS 476 part (1972) section 7.

E. NAILS AND SCREWS

Nails shall comply with BS 1201, screws shall comply with BS 1494 and bolts shall comply with BS 916.

PART EIGHT

STRUCTURAL STEELWORK AND OTHER METAL WORK SPECIFICATIONS

A. STEEL QUALITY

Structural steel shall comply with the requirements of B.S 4360 and shall be new and unused. It shall be free of imperfections, distortion, rust, scales of other deterioration or contamination by grease, paint and similar items

B. TESTING

The Engineer may, where he so desires call manufacturers work test certificates in respect of all steel, which tests shall have performed in accordance with B.A 18. The Engineer may also carry out such further test as he may consider necessary.

C. SECTIONS

The dimensions and properties of hot rolled structural steel sections and hollow sections shall be in accordance with B.S part 1 and 2 or B.S 4848 for metric sized sections.

D. MINIMUM THICKNESS

All steelwork sections other than gauge metal sections, including cleats, gusset plates, etc., shall be not less than 8mm thick unless specifically indicated on the Drawings.

E. FORGING

All steelwork sections other than gauge metal sections, including cleats, gusset plates, etc., shall be not less than 8mm thick unless specifically indicated on the Drawings.

F. CASTING

All material used in the manufacture of casting and all castings shall comply with the requirement of B.S 309, 1452 and 3100 and shall be subjected to inspection and approval of the Engineer.

G. GAUGE METAL SECTIONS

Sections shall be manufacturer from continuity hot dipped galvanised steel coil to B.S 2989 using steel to B.S 1449, part 1A and 1B, classifications CR4 with a guaranteed minimum yield stress of 280 N/mm².

The sections shall be cold formed to the basic shapes given in B.S 2994 with the design and details conforming to Addendum No. 1 to B.S 449 (PD 4064).

Sections shall be sawn and holes may be punched so as to produce a neat round hole with no distortion. Holes and cut ends shall be painted with zinc paint as soon as possible after cutting.

H. “Z” PURLINS

“Z” purlins shall be fabricated in the longest practicable lengths with staggered joints. All connections shall have a minimum of four bolts. Sag rods and apex ties shall be provided where indicated.

PART NINE

FINISHINGS SPECIFICATIONS

FINISHINGS

GENERAL

A. OTHER SPECIFICATIONS

All other specifications of this contract where applicable are deemed to apply equally to the finishing specifications.

B. SAMPLES

The contractor shall prepare at his own cost samples of the paving, plastering and rendering as directed until the quality, texture and finish required is obtained and approved by the Architect after which all work executed shall conform with the respective approved samples.

C. FINISHED THICKNESS

The thickness of floor finishes quoted in this sections of the specifications shall be the minimum requirements.

Suspended floors shall have a constant structural thickness and have level top surfaces. The finished floor surfaces will equally have constant level any adjustment needed to achieve this effect with the varying floor finish materials is to be made in the screed beneath the same.

Slabs bearing on the ground may be cast to varying levels and be of constant thickness with varying formation levels or have varying thickness at the option of the contractor. This stipulation in no way relieves the contractor of the requirements of the specifications of the structural works.

D. MATERIALS GENERALLY

All materials shall be of high quality, obtained from manufacturer's to be approved by the Architect. Cement, sand and water shall be as described under concrete work and Blockwork.

E. CHASES, OPENING AND HOLES

All chases, holes and the like which were not formed in the concrete or walling shall be cut and all service pipes shall be fixed and all holes and chases filled with mortar before paving and plaster work is commenced. In no circumstances will the contractor be permitted to cut chases, holes and the like in finishes pavings of plasterwork.

INSITU FINISHINGS

PLASTERING

A. GENERALLY

The term plastering to the operation internally and rendering to the same operations externally but for of the reference the term plastering has generally been used in this specification to describe operations.

B. MIXES

The methods of measuring and mixing plaster shall be as laid down under concrete work and the proportions and minimum thickness of finished plaster shall be in accordance with the following:-

Item of work	Mix	Minimum Thickness and finish
Internal plaster	1 part cement ¼ part lime 4 parts sand	16mm finish to walls and ceilings wood float finish unless otherwise specified
External render	1 part cement 4 part sand	12mm finish in two coats
Tyrolean finish	Ditto	6mm finished thickness in two coats On 10mm plastered backing

To obtain greater plasticity a small quantity of lime may be added to the mixes for external plastering at the Architect's discretion but in any case this is not to exceed ¼ part lime to 1 part cement.

With regard to the lime mortars gauged with cement, of the cement to small quantities of the lime/sand mix shall preferably take place in a mechanical mixer and mixing shall continue for such time as will ensure uniform distribution of materials and uniform colour and consistency. It is important to note that the quality of water used shall be carefully controlled. Plaster may be mixed either in mechanical mixing machine or by hand.

Hand mixed plaster shall first be mixed in the dry state being turned over at least three times. The required amount of water should then be added and the mix again turned over three times or until such times as the mass is uniform in colour and homogeneous.

The plaster shall be completely used within thirty minutes of mixing and hardened plaster shall not be remixed but removed from the site.

C. PREPARATION OF SURFACES FOR PLASTER ETC.

Irregularities in the surfaces to be plastered or rendered shall be filled with mortar, without lime, twenty-four hours before plastering is commenced. Joints in block work etc., are to be well raked out before plastering to form a good key. Smooth concrete surfaces to be plastered shall be treated with an approved proprietary bonding agent or hacked to provide an adequate key for the plaster.

All surfaces to be plastered or rendered shall be cleaned and free from dust, loose mortar and all traces of salts. All surfaces shall be thoroughly sprayed with water and all free water allowed to disappear before plaster is applied.

As far as practical plastering shall not commence until all mechanical and electrical services, conduits, pipes and fixtures have been installed. Before plastering is commenced all junctions between differing materials shall be reinforced.

This shall apply where walls join columns and beams, particularly where flush and similar situations where cracks are likely to develop and as directed by the Architect. The reinforcement shall consist of a strip of galvanised wire mesh. Exponent or equal and approved 15cm wide which shall be plugged, nailed or stapled as required at interval not exceeding 45mm at both edges. The surfaces to which such mesh shall be applied shall be painted with one coat bituminous paint prior to fixing mesh.

D. APPLICATION OF PLASTER AND RENDER

After preparation of the surfaces, a key coat of cement slurry shall be applied to the wetted surface to be plastered. When this coat is dry, the plaster coat shall be applied by means of a trowel between screeds are laid, rules and plumbed as necessary. This coat which shall be to the required thickness shall be allowed to be so hard and then cured as described. Surfaces are to be finished with wood or steel float to a smooth flat surface free from all marks.

Tyrolean finish shall be applied with an approved machine to give a finish of even texture and thickness. The sprayed finish shall be applied in two separate coats allowing time for drying between coats.

Application in one continuous operation to build up a thick layer will not be permitted. The total finished thickness of the two sprayed coats shall be not less than 6mm. the sprayed finish shall not be applied until all repairs and making good to the undercoat are completed. Any plaster which adheres to pipes, doors, windows and the like shall be carefully removed before it has set. Curing shall take place after the application of the second coat. The pressed finish as directed by the Architect. Where colored Tyrolean is required, this shall be obtained by the addition to the mix of any approved color pigment.

All plastering and rendering shall be executed in a neat workman manner. All faces except circular work shall be true and flat and angles shall be straight and level or plumb. Plastering shall be neatly made good around pipes or fittings. Angles shall be rounded to 6mm radius.,

All tools, implements, vessels and surfaces shall be at all times kept scrupulously clean and strict precautions shall be taken to prevent the plaster or other materials from being contaminated by pieces of partially set material which would tend to retard or accelerate the setting time.

E. CURING OF PLASTER

Each coat of plaster is to be maintained in a moist condition for at least three days after it has developed enough strength not to be damaged by water.

They shall be securely plugged, nailed or stapled as required at intervals not exceeding 450mm at both edges.

F. ANGLE BEADS

Where required by the Architect, salient external angles of plastered walls shall be protected with galvanized mild steel angle beads complying with BS 1246 fig. 7 profile C3.

They shall be securely plugged, nailed or stapled as required at intervals not exceeding 450mm at both edges.

G. PLASTER STOPS

Where shown on details, plasterwork shall be stopped against "expamet" galvanized steel plaster stop reference 565 which shall be securely nailed to wall in the positions indicated on the drawings.

SCREEDS

H. CEMENT AND SAND SCREEDS

Screed shall be mixed and formed as described.

The granolithic paving shall be laid by a specialist floor layer and constructed as follows:-

TILES, SLAB AND BLOCK FINISHINGS

A. VINYL ASBESTOS TILES

Vinyl asbestos floor tiles shall comply with B.S 3260 of an approved manufacturer to patterns as directed by the Architect. Adhesives are to be recommended by the manufacturer in writing and approved by the Architect.

The tiles are to be laid and bedded direct in adhesive on to a cement and sand bed to make up the total paving thickness.

The cement and sand screed is to be finished with a steel trowel to a perfectly smooth surface before the application of the mastic and tiling.

On completion, vinyl asbestos tiles are to be sealed and polished with wax all in accordance with the manufacturer's printed instructions.

B. CLAY TILE PAVING

Clay tile paving are to be in 150mm x 150mm tiles obtained from an approved manufacturer and are to be laid on prepared screeds. The tiles are to be bedded in cement and sand (1:4) with straight joints in each direction. Upon completion, grout in cement and wash and clean down. Tiles are to be cut with an electric tile cutting saw.

C. GLAZED WALL TILES

Glazed wall tiles shall be in accordance with BS 1281 shall be 250mm x 200mm x 6mm tiles from the standard color range with cushion edges. Wall tiling shall be carried out in accordance with C.P 212.

D. PRECAST CONCRETE PAVING SLAB

To be all in accordance with B.S 368. The slabs are to be of the sizes given herein and bedded, jointed and pointed in cement lime mortar. (1:2:9)

E. RATES

The rates for tile, tile and block finishing shall include for the rounded edge tiles and angles, cutting and fitting up to boundaries and around pipes, brackets, e.t.c and waster for work in narrow widths, small and isolated areas for all other incidental labors.

PART TEN

GLAZING SPECIFICATIONS

MATERIALS

A. GENERAL

Glass used in glazing and for mirrors shall be best quality clear glass free from visible defects so as to afford uninterrupted vision or reflection as appropriate and without obvious distortion.

B. STANDARDS

Glass for glazing and mirrors shall be of approved manufacturer and is to comply with B.S 952 in all respects free from flaws, bubbles, specks and other imperfections.

C. CLEAR SHEET GLASS ETC

The clear sheet glass shall be ordinary glazing (OG) quality.

D. PLATE GLASS

To be of type described and as approved by the Architect.

E. OBSCURED GLASS

To be of type described and as approved by the Architect.

PUTTY

- a) The putty for glazing to wood sashes is to be linseed oil putty all as B.S 544.
- b) The putty for glazing to metal windows is to be gold size metal window putty specially designed for tropical use or patent mastic putty if approved by the Architect.
- c) All putty shall be delivered on site in the original manufacturer's sealed cans or drums and used direct there from with the addition only of pure linseed oil if necessary. No mineral or other oils may be used in the putty except genuine linseed oil.

A. MIRRORS

Mirrors shall be polished float glass silvering quality protected at back with electro-copper backing coated with shellac varnish and paint. The mirrors are to be fixed with chromium plated dome headed mirror screws with plastic or rubber distance pieces and washers unless otherwise stated and rates shall include for this.

WORKMANSHIP

B. GENERAL

Glazing of all types and in all locations shall be carefully executed by artisans skilled in this type of work and in conformance with recommendations of C.P 152. Glazing shall be carefully fitted so that it is not subject to pressure and stress imposed by being an over tight fit within the framing.

C. MEASUREMENTS

Each element (door, window etc) to receive glass shall be accurately measured to ensure a perfect fit subsequently.

D. SINGLE GLAZING

Single glazing shall be executed with glass of the various types described herein. Ordinary (non-safety) glass may be pre-cut or cut on site.

E. WIRED GLASS

Wired glass shall be cut so that the wires embedded are truly vertical and horizontal (i.e at right angles to the cut edges.)

F. SAFETYGLASS

Safety glass shall be factory cut before delivery to site. Site cutting will not be permitted.

G. STORAGE AND HANDLING

Glass shall be delivered to site in stout containers and clearly marked. The containers shall incorporate sling attachment points for lifting bridles. Glass shall be stored under cover so that the panes are truly vertical.

H. PROTECTION

After fixing glass shall be boldly marked with paper or whitewash so that it is clearly visible. In positions where damage due to construction traffic or activity is likely to occur stout screeps composed of hardboard or fiberboard on battens shall be arranged to protect the glass.

I. GLASS THICKNESS

Glass thickness shall conform to the recommendations of C.P 152 and the manufacturer's recommendations for sizes of panes relative to the position in the building and the effects of wind pressure (both negative and positive).

J. CLEANING

All window glazed panels and mirrors shall be cleaned both inside and out immediately prior to the handing over of the building to satisfaction of the Architect.

PART ELEVEN

SPECIFICATIONS PAINTING AND DECORATING.

PAINTING AND DECORATING

MATERIALS

A. MANUFACTURERS

Except where stated all materials shall be obtained from approved manufacturers. The contractor shall state the name and address of the manufacturer whose materials he proposes to use. Once approval has been given the contractor shall not obtain materials from other sources without the prior agreement of the Architect.

B. GENERAL

Each succeeding coat of priming, undercoating and finishing (pigment) or clear coating shall be sufficiently different in color as to be readily distinguishable.

All primers and paints in one system upon a particular surface shall be obtained from the same manufacturer. The mixing of paints, etc, of different brands before or during application will not be permitted.

C. EMULSION PAINTS

Emulsion paints shall be matt to satin finish vinyl emulsion paint. The first (mist) coat shall be thinned in accordance with the manufacturer's instructions.

D. GLOSS PAINT

Gloss paint shall be hard gloss finish oil paint.

E. LEAD BASED PAINT

The use of lead based paints will not be permitted.

F. CLEAR FINISHES

Clear finishes internally shall be clear polyurethane varnish (one pack.)

G. PRIMERS AND UNDERCOATS

Unless otherwise specified, primers and undercoats shall be the type recommended by the manufacturer of the finishing coats specified for a particular surface. Primer for external bare metal work surfaces shall comply with B.S 2523.

H. KNOTTING

Shellac knotting shall comply with B.S 1336.

PAINTING DECORATION SPECIFICATIONS

A. WHITE SPIRIT

The white spirit shall comply with B.S 245.

B. TIMBER STAIN

Timber stain shall be oil based pigmented stain. The application of this material shall be strictly in accordance with the manufacturer's written instructions. Tint and degree of application shall be to the approval of the Architect.

C. STOPPING

The stopping shall be as follows:-

- a) Plasterwork shall be plaster based filler.
- b) Concrete and brick work shall be similar material to the background and finished in a similar texture.
- c) Internal woodwork, plywood and blockboard shall be putty complying with B.S 544.
- d) External woodwork shall be white lead paste complying with B.S 2029.
- e) Internal clear wood finishes, stopping shall be that recommended by the clear lacquer manufacturer.

D. FILLERS

The fillers for internal joinery shall be the type recommended by the paint manufacturer for use with his type of paint or lacquer.

Stopper and fillers shall be tinted to match the under coat and shall be compatible with both undercoats and primers.

All materials shall be used strictly in accordance with manufacturer's instructions.

E. TEXTURED COATING

Textured coating is to be of proprietary manufacturer approved by the architect and of an approved color.

Technical information concerning the coating is to be submitted to the Architect before ordering but the minimum qualities of the coating are to be as follows:-

- a) Suitable for application internally and externally, plasters rendered, concrete, and block stone, brick, asbestos and timber surfaces.
- b) Minimum durability of 10 years even in exposed conditions.
- c) Maintenance free.
- d) Built in mould resistant fungicide.

WORKMANSHIP

A. GENERAL

Workmanship generally shall be carried out in accordance with B.S.C.P 231 unless otherwise specified. Before painting is commenced floors shall be swept and washed over surfaces to be painted shall be cleaned before applying paint as specified and all precautions taken to keep down dust whilst work is in progress. No paint shall be applied to surfaces structurally or superficially damp and all surfaces must be ascertained to be free from condensation, efflorescence, etc before the application of each coat. No painting shall be carried out externally during humid, rainy, damp, foggy or freezing conditions or conditions where surfaces have attained excessively high temperatures or during dust storms. No new primed or undercoated woodwork and metal work shall be left in an exposed or unsuitable situation for an undue period before completing the process.

No dilution of paint materials shall be allowed except strictly as detailed by the manufacturer's own direction, either on the containers or their literature and with special permission of the Architect. For external work, dilution of paints will not be allowed whatsoever. For internal work, where permitted by the Architect, undercoats may be thinned by the addition of not more than 5% thinners. Gloss finish shall not be thinned at all.

Metal fittings such as ironmongery etc not required to be painted shall first be fitted and then removed before the preparatory processes are commenced. When all painting is completed, the fittings shall be cleaned as necessary and refixed in position.

B. BRUSH WORK

Unless otherwise specified, all primers and paints shall be brush applied. Written permission must be obtained from the Architect's if an alternative method of application is to be used.

C. STOPPING AND FILLING

Unless otherwise specified by the manufacturer, all primers and undercoats shall be stopped flush and rubbed down to a smooth surface with an abrasive paper and all dust removed before each succeeding coat is applied. Care shall be taken to prevent burnishing of the surface.

D. STIRRING

Unless otherwise specified by the paint manufacturer, all paint materials shall be thoroughly mixed and/or stirred before and during use and suitably strained as and when necessary.

E. INSPECTION

No priming coats shall be applied until the surfaces have been inspected and the preparatory work has been approved by the Architect. No undercoats or finishing coats shall be applied until the previous coat has been similarly inspected and approved.

TYPES

A. VINYL EMULSION PAINT

Surfaces to be painted shall receive one mist coat followed by two full coats of vinyl emulsion paint. Application may be by means of rollers or brushes.

B. GLOSS FINISH PAINT

Surfaces to be painted shall be primed then painted with two undercoats followed by one coat gloss finish paint.

C. CLEAR POLYURETHANE VARNISH

Surface to be clear varnished shall be treated with two coats polyurethane varnish.

D. TEXTURED COATING

The manufacturer's instructions concerning application of the coating are to be strictly followed under the direction of the Architect.

All surfaces to receive textured coatings are to be clean and dry with surfaces scrapped and brushed before application of the coating. Application of the coating is to be with textured roller or fiber brush as directed by the Architect with a minimum spreading capacity of 1 kg per square meter. Under no circumstances is the coating to be thinned.

PART TWELVE

PLUMBING SPECIFICATIONS

PLUMBING

GENERAL

A. REGULATIONS ETC

The whole of the plumbing works is to be executed by a registered plumber and drain layer in strict accordance with the regulations of the local authorities and to the satisfaction of the Architect.

MATERIALS

B. BLACK STEEL PIPE WORK

All black steel pipe work upto 65mm nominal bore shall be manufactured in accordance with B.S 21 . All fittings shall be malleable iron and manufactured in accordance with B.S 143.

Pipe joints shall be screwed and socketed and sufficient couplings unions shall be allowed so that fittings can be disconnected without cutting the pipe. Running nipples and long screws shall not be permitted unless exceptionally approved by the Engineer.

All black steel pipe work, 80mm nominal bore up to 150mm nominal bore, shall be manufactured to comply in all respects with the specifications for 65mm. Pipe except that screwed and bolted flanges shall replace unions and couplings for the jointing of pipes to valves and other items of plant.

All flanges shall comply with requirements of B.S 10 to the relevant classifications contained hereinafter under section C of the specification.

C. GALVANIZED STEEL PIPE WORK

Galvanized steel pipe work shall be manufactured to comply in all respects with the standards described for black steel pipe work in paragraph (B) above.

Galvanizing shall be carried out in accordance with the requirements of B.S 13876 and B.S 143 respectively.

D. COPPER TUBING

All copper tubing shall be manufactured in accordance with BS 2871 from C 160 Phosphorus Deoxidized Non- arsenal copper in accordance with B.S 1172.

Pipe joints shall be made with soldered capillary fittings and connections to equipment shall be with compression fittings manufactured in accordance with B.S 864.

Short copper connection tubes between galvanized pipe work and sanitary fittings shall not be used because of the risk of galvanic ACTION. If as may occur in certain circumstances, it is not possible to make the connections in any other way than by the use of copper tubing, then a brass straight connection shall be positioned between the galvanized pipe and the copper tube in order to prevent direct contact.

E. P.V.C (HEAD) PRESSURE PIPE AND FITTINGS

All P.V.C pipes and fittings shall be manufactured in accordance with B.S 3505 1968 side of these joints.

F. P.V.C SOIL SYSTEM

The sub-contractor shall supply and fix P.V.C soil pipe and fittings as indicated on the drawings and schedules. Pipes and fittings shall be in accordance with relevant British Standards including B.S 4514 and fixed to the manufacturer's instructions and B.S 5572.

The soil system shall incorporate synthetic rubber gaskets as provided by the manufacturers whose fixing instruction shall be strictly adhered to.

Connections to W.C and pans shall be affected by the use of W.C connector, gasket and cover sized to suit pan outlet.

Suitable supporting brackets and pipe clips shall be provided at maximum of one meter centers. The sub-contraction shall be responsible for the joint into the Gully Trap and Drain as indicated on the drawings.

VALVES

A. DRAW OFF TAPS AND STOP VALVES (UP TO 50MM NOMINAL BORE)

Draw off taps and valves up to 50mm nominal bore unless otherwise stated or specified for attachment or connection to sanitary fittings shall be manufactured in accordance with the requirements of B.S 1010

B. GATE VALVES

All gate valves 80mm nominal bore and above, other than those required for fitting to bury water mains shall be of cast iron construction in accordance with the requirements of B.S 3464. All gate valves required for fitting to bury water mains shall be of cast iron construction in accordance with the requirements of B.S 1218.

C. GLOBE VALVES

All globe valves up to and including 65mm nominal bore shall be of bronze construction in accordance with the requirements of B.S 3961.

The pressure classification of all globe valves shall depend upon the pressure conditions pertaining to the site of works.

D. CHECK OR NON – RETURN VALVES

All check or non-return valves 80mm nominal bore and above shall be of the swing check type of cast iron construction in accordance with the requirements of B.S 4090.

The pressure classification of all check or non-return valve depends upon the pressure conditions pertaining to site of the works.

E. BALL VALVES

All ball valves for use in connection with hot and cold water services shall be of the Portsmouth type in accordance with the requirements of B.S 1212 constructed from bronze or other corrosion resistant materials. These valves fall into three pressure classifications as follows:-

- i.) Low Pressure - 3.58b maximum
- ii.) Medium pressure - 7.72b maximum
- iii.) High pressure - 12.62 maximum

The pressure classification required for each ball valve will be designated in the description of its associated equipment contained in section IV of the specification.

F. STEEL AND COPPER PIPES AND TUBES

Pipe runs shall be secured by pipe clips connected to pipe hangers or trapeze type supports. „U“ bolts shall not be used as substitute for pipe clips without the prior approval of the Engineer.

An approximate guide to the maximum permissible supports spacing in meters for steel and copper pipe and tube is given in the following table for horizontal runs.

SIZE Minimal Bores	COPPER TUBE To B.S 659	STEEL TUBE TO B.S 1237

The support spacing for vertical runs shall not exceed one and a half times the distances given for horizontal runs.

PART THIRTEEN

SPECIFICATIONS DRAINAGE

DRAINAGE

GENERAL

A. REGULATIONS

The whole of the drainage is to be executed by a registered plumber and drain layer in strict accordance with the regulations of local Authorities and to the satisfaction of the Architect.

B. CEMENT, SAND ETC

The description of material and workmanship contained in the foregoing sections shall apply equally hereto.

MATERIALS

C. PITCH FIBRE PIPES

All pitch fibre pipes and fittings for external services shall be manufactured in accordance with the requirements of B.S 2760. Pipes shall be connected by means of purpose made tapered joints manufactured in accordance with B.S 2760.

D. PRECAST CONCRETE PIPES

Precast concrete pipes for surface water and sewage shall comply with the requirements of B.S 556 class 1.

Where flexible spigot and socket type of flexible rebated type joints are specified, rubber gaskets complying with the requirements of B.S 2494 shall be used except where oil products are likely to be present in which case gaskets shall comply with the requirements of B.S 3514.

Where ordinary spigot and socket type ordinary rebated type joints are specified, the joints shall be made with a cement mortar mix. Porous concrete pipes shall comply with the requirements of B.S 1194.

E. P.V.C DRAIN PIPES

P.V.C drain pipes and fittings shall comply with the requirements of B.S 4660, 1973.

F. PRECAST CONCRETE MANHOLES

Concrete manhole ring sections shall be unreinforced ogee jointed complying with the requirements of B.S 556. Shaft and chambers slabs be either mild steel reinforced heavy or light duty type as specified.

G. PRECAST CONCRETE OPEN CHANNELS

Precast concrete invert and side blocks shall be of dense precast concrete free from cracks and spalls. The concrete used shall be nominal 1:2:4 mix.

Precast concrete invert and side blocks shall be cast in steel moulds. All arises shall be true well defined.

H. GULLEYS

Precast concrete gullies shall be unreinforced and shall comply with the requirements of B.S 556.

Glazed ware gullies shall comply with the requirements of B.S 539. Cast iron gullies shall be of approved manufacture and shall conform with the dimensions and weight specified.

Gulley gratings and frames shall comply with the requirements of B.S 497.

I. MANHOLE COVERS AND FRAMES

Manhole covers and frames shall be of cast iron in accordance with the requirements of B.S 497.

J. MANHOLE LADDERS

Manhole ladders and fixing shall be of galvanized mild steel. The steel shall be mild steel grade 43 in accordance with B.S 4360 and shall be galvanized after manufacture has been completed.

K. MANHOLE SAFETY CHAINS

Manhole safety chains shall be of 10mm galvanized mild steel short link chain and will comply with the requirements of B.S 590.

One end of the chain shall be securely attached to 16mm diameter galvanized mild steel eyebolt and the other end shall have a galvanized hook of attaching to a similar eyebolt.

PART FOURTEEN

ROAD WORKS SPECIFICATIONS

A. CLASSIFIED ROADS

All classified roads shall be done in accordance with the “Standard Specification for Road and Bridge Construction 1996” (*Published by the Ministry of transport and Communication of the Republic of Kenya*) except as supplemented, modified or revised in the specification of particular application.

B. UNCLASSIFIED ROADS

All unclassified roads shall be done in accordance with the specification given by the Design Engineer in the contract drawing except as amended, modified or revised in accordance with the contract.

C. CONCRETE BLOCK PAVING

1. Definition

- a.) “**Block paving**” is the term applied to flexible surfacing consisting of precast concrete paving blocks laid on a laying course.
- b.) “**Laying course**” is the layer of material on which paving blocks are bedded.
- c.) “**Surface course**” is the layer of the precast concrete interlocking paving blocks.
- d.) “**Edge restraint**” is that part of the construction such as a raised or flush kerb or channel which prevents sideways movement of the blocks and prevents loss of material from the laying course.

2. Materials

a. Laying course

Material for the laying course shall be naturally occurring sand or crushed rock fines with a grading curve within the following envelope.

Nominal Sieve size (mm)	Percentage by mass passing (%)
10.00	100
5.00	95 – 100
2.36	80 – 100
1.18	50 – 85
600mm	25 – 60
300mm	10 – 30
150mm	5 – 15
75mm	0 – 10

ROAD FURNITURE

PERMANENT ROAD SIGNS

All permanent road signs shall comply with the requirements of the “Manual for the traffic Signs in Kenya” part II. Road signs shall be obtained from a manufacturer approved by the Engineer and before placing any order for the manufacturer of the road signs, the Contractor shall submit to the Engineer two copies of the following information.

- a.) Name of the firm from which he proposes to obtain the signs together with the place of manufacture or fabrication.
- b.) A description of the items to be supplied with manufacturer’s specification together with a description of quality, grade, weight and strength.
- c.) Manufacturer’s type test certificates or recent test results carried out on similar items.
- d.) A sample signpost and fittings which sample shall be stored on site for the Engineer.

All colors on the permanent road signs with the exception of black and grey shall be reflectionized unless otherwise specified or instructed by the Engineer. The reflective sheeting shall comply with the requirements given in Section 2 of this specification and shall be applied by mechanical vacuum heat application method to the approval of the Engineer. The sign plate shall be covered by clear lacquer of a make recommended by the manufacturer of the reflective material.

Permanent road signs shall comply with the requirements of BS 873 parts 2,6 and 7 in respect of quality including the pre – treatment preparation and protective coatings for the frame, posts and fittings. Unless directed otherwise, posts, frames, fittings and the backs of signs shall be painted with a finish coat of grey. Bolts and nuts shall be spot welded after erection to prevent theft and grey epoxy paint shall be applied to all areas so treated.

Finished sign plates (with sign face attached) shall be clearly and durably marked on the back with the following information. -

- a.) The number of the British Standard to which they have been manufactured.
- b.) The name, trademark or other means of identification of the manufacturer or vendor.
- c.) The classification of any retro-reflective material used in the manufacturer of the sign face.
- d.) The month and year of assembly.

These markings shall be in character legible at a normal reading distance such that the total area of the marking does not exceed 30cm² and shall be sufficiently durable to last the expected life of the sign plate to which it is applied.

The manufacturer or vendor shall make available the following information.

- a.) Instructions on the Assembly and erection of the sign.
- b.) Details of any limitations in location or usage.
- c.) Instructions on the operation and maintenance of the sign.

The contractor shall excavate in any material for the foundation of the road signs, provide and place concrete class 15/20 embedded all around and under the posts and back fill the remaining excavation all as shown on the drawings or directed by the Engineer.

Foundations for signs of areas over 5m² shall not be covered up until they have been approved by the Engineer.

The contractor shall cut back trees and vegetation to permit visibility and shall not permit material to be dumped so as to obscure the signs. All signs shall be maintained in a clear and legible condition and shall be washed down when necessary.

ROAD MARKING

a) General

Road marking shall comply with the requirements of the: "Manual for traffic signs in Kenya" Part 1 markings shall be white or yellow as instructed by the Engineer.

Paint and hot applied thermoplastic material shall comply with section 2 of this specification. Balloting heads shall be mixed with the paint before application or applied to the painted areas immediately after painting as instructed by the Engineer. Lines and letters shall be painted on the road as shown on the drawings or as instructed by the Engineer. The setting out of lines shall be made by the Contractor. Words and symbols shall be set out by the Contractor by means of stencils and shall be in accordance with drawings pro

SECTION VII - DRAWINGS

KEWISCO SACCO DRAWINGS | ARCHITECTURAL

No.	DRAWING	SHEET NO.	PAPER SIZE (Metric)
1.	Cover page	A.01.1	A1
2.	Location plan	A.01.2	A1
3.	Survey plan	A.01.3	A1
4.	Site plan	A.01.4	A1
5.	Ground floor plan	A.01.5	A1
6.	First Floor plan	A.01.6	A1
7.	Roof terrace	A.01.7	A1
8.	Roof layout	A.01.8	A1
9.	Section S-01	A.01.9	A1
10.	Elevations	A.01.10	A1
11.	Door & Window Schedule Ground floor plan	A.01.11	A3
12.	Door & Window Schedule First floor plan	A.01.12	A3
13.	Door & Window Schedule Roof terrace floor plan	A.01.13	A3
14.	Window schedule W-01	A.01.14	A3
15.	Window schedule W-02	A.01.15	A3
16.	Window schedule W-03, W-04	A.01.16	A3
17.	Window schedule W-05, W-06	A.01.17	A3
18.	Window schedule W-07	A.01.18	A3
19.	Door schedule D-01, D-02	A.01.19	A3
20.	Door schedule D-03, D-04	A.01.20	A3
21.	Door schedule D-05, D-06	A.01.21	A3
22.	Door schedule D-07, D-08	A.01.22	A3
23.	Door schedule D-09, D-10	A.01.23	A3
24.	Door schedule D-11	A.01.24	A3
25.	Door schedule D-12	A.01.25	A3
26.	Door schedule D-13, D-14	A.01.26	A3
27.	Detail 01 Interior drywall partition floor layout	A.01.27	A3
28.	Detail 02 Interior drywall partition detail	A.01.28	A3
29.	Guard house	A.02.1	A1

30.	Guard house Window schedule W-17, W-18	A.02.2	A1
31.	Guard house Window schedule W-19, W-20	A.02.3	A1

PART III - THE CONDITIONS OF CONTRACT AND CONTRACT

SECTION VIII - GENERAL CONDITIONS OF CONTRACT (GCC)

[Name of Procuring Entity]

[Name of Contract]

[Architect Name and Address]

General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions

In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated below. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

“Accepted Contract Amount” means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

“Base Date” means a date 30 day prior to the submission of tenders.

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

“Completion Date” means the date of completion of the Works as certified by the Engineer.

“Contract Price” means the price defined in the contract and there after as adjusted in accordance with the provisions of the Contract.

“Contract” means the agreement entered into between the Procuring Entity 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.

“Contractor's Documents” means the calculations, computer programs and other software, progress reports, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

“Contractor's Equipment” means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Procuring Entity's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

“Contractor's Personnel” means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labor and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

“Contractor's Representative” means the person named by the Contractor in the Contractor appointed from time to time by the Contractor who acts on behalf of the Contractor.

“Contractor” means the person(s) named as contractor in the Form of Tender accepted by the Procuring Entity.

“Cost” means expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

“Day” means a calendar day and **“year”** means 365 days.

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

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

“Defects Liability Certificate” means the certificate issued by Architect upon correction of defects by the Contractor.

“Defects Liability Period” means the period named in the Special Conditions of Contract and calculated from the Completion Date, within which the contractor is liable for any defects that may develop in the handed over works.

“Defects Notification Period” means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over the days stated in the Special Conditions of Contract.

“Drawings” means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract.

“Final Payment Certificate” means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].

“Final Statement” means the statement defined in Sub-Clause 14.11 [Application for Final Payment Certificate].

“Force Majeure” is defined in Clause 19 [Force Majeure].

“Foreign Currency” means a currency of another country (not Kenya) in which part (or all) of the Contract Price is payable, but not the Local Currency.

“Goods” means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

“Interim Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.

“Laws” means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.

“Letter of Acceptance” means the letter of formal acceptance of a tender, signed by Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.

“Local Currency” means the currency of Kenya.

“Materials” means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.

“Notice of Dissatisfaction” means the notice given by either Party to the other under Sub-Clause 20.3 indicating its dissatisfaction and intention to commence arbitration.

“Special Conditions of Contract” means the pages completed by the Procuring Entity entitled Special Conditions of Contract which constitute Part A of the Special Conditions.

“Party” means the Procuring Entity or the Contractor, as the context requires.

“Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment].

“Performance Certificate” means the certificate issued under Sub-Clause 11.9 [Performance Certificate].

“Performance Security” means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].

“Permanent Works” means the permanent works to be executed by the Contractor under the Contract.

“Plant” means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Procuring Entity and relating to the construction or operation of the Works.

“Procuring Entity's Equipment” means the apparatus, machinery and vehicles (if any) made available by the Procuring Entity for the use of the Contract or in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Procuring Entity.

“Procuring Entity's Personnel” means the Engineer, the Engineer, the assistants and all other staff, labor and other employees of the Architect and of the Procuring Entity; and any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as Procuring Entity's Personnel.

“Procuring Entity” means the Entity named in the Special Conditions of Contract.

“Engineer” is the person named in the Appendix to Conditions of Contract (or any other competent person appointed by the Procuring Entity and notified to the Contractor, to act in replacement of the Engineer) 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.

“Engineer” means the person appointed by the Procuring Entity to act as the Architect for the purposes of the Contract and named in the Special Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor

“Provisional Sum” means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].

“Retention Money” means the accumulated retention moneys which the Procuring Entity retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].

“Schedules” means the document(s) entitled schedules, completed by the Contractor and submitted with the Form of Tender, as included in the Contract.

“Section” means a part of the Works specified in the Special Conditions of Contract as a Section (if any)

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

“Site” means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.

“Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

“Start Date” or “Commencement 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).

“Statement” means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.

“Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works.

“Taking-Over Certificate” means a certificate issued under Clause 10 [Procuring Entity's Taking Over].

“Temporary Works” means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

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

“Tender” means the Form of Tender and all other documents which the Contractor submitted with the Form of Tender, as included in the Contract.

“Tests after Completion” means the tests (if any) which are specified in the Contract and which are carried out in accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Procuring Entity. **“Tests on Completion”** means the tests which are specified in the Contract agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Procuring Entity.

“Time for Completion” means the time for completing the Works or a Section (as the case may be) as stated in the Special Conditions of Contract (with any extension calculated from the Commencement Date).

“Unforeseeable” means not reasonably foreseeable by an experienced contractor by the Base Date.

“Variation” means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments]. **“Works”** means the items the Procuring Entity requires the Contractor to undertake as defined in the Appendix to Conditions of Contract. **“Works”** may also mean the Permanent Works and the Temporary Works, or either of them as appropriate.

1.2 Interpretation

In the Contract, except where the context requires otherwise:

- (a) Words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- (d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

1.3 Communications

1.3.1 Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

- a) In writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Special Conditions of Contract; and
- b) delivered, sent or transmitted to the address or the recipient's communications as stated in the Special Conditions of Contract. However:
 - I. if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
 - II. if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

1.3.2 Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Architect or the other Party, as the case may be.

1.4 Law and Language

1.4.1 The Contract shall be governed by the laws of **Kenya**.

1.4.2 The ruling language of the Contract shall be **English**.

1.5 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence: a) The Contract Agreement,

- b) The Letter of Acceptance,
- c) The Special Conditions – Part A,
- d) the Special Conditions – Part B
- e) the General Conditions of Contract
- f) the Form of Tender,
- g) the Specifications and Bills of Quantities
- h) the Drawings, and
- i) the Schedules and any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Architect shall issue any necessary clarification or instruction.

1.6 Contract Agreement

The Parties shall enter into a Contract Agreement within 14 days after the Contractor receives the Contract Agreement, unless the Special Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Special Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Procuring Entity.

1.7 Assignment

The Contractor shall not assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, the contractor:

- a) May assign the whole or any part with the prior consent of the Procuring Entity, and
- b) may, as security in favor of a bank or financial institution, assign its right to moneys due, or to become due, under the Contract.

1.8 Care and Supply of Documents

1.8.1 The Specifications and Drawings shall be in the custody and care of the Procuring Entity. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawings and Bills of Quantities shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.

1.8.2 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Procuring Entity. Unless otherwise stated in the Contract, the Contractor shall supply to the Architect two copies of each of the Contractor's Documents.

1.8.3 The Contractor shall keep, on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Procuring Entity's Personnel shall have the right of access to all these documents at all reasonable times.

- 1.8.4 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

1.9 Timely provision of Drawings or Instructions

- 1.9.1 The Contractor shall give notice to the Architect whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.
- 1.9.2 If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Architect to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any other associated costs accrued, which shall be included in the Contract Price.
- 1.9.3 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 1.9.4 However, if and to the extent that the Architect failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, or costs accrued.

1.10 Procuring Entity's Use of Contractor's Documents

- 1.10.1 As agreed between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.
- 1.10.2 The Contractor shall be deemed (by signing the Contract) to give to the Procuring Entity a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:
- a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
 - b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
 - c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.
- 1.10.3 The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Procuring Entity for purposes other than those permitted under Sub-Clause 1.10.2.

1.11 Contractor's Use of Procuring Entity's Documents

As agreed between the Parties, the Procuring Entity shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Procuring Entity. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Procuring Entity's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

1.12 Confidential Details

- 1.12.1 The Contractor's and the Procuring Entity's Personnel shall ensure confidentiality at all times. The confidentiality shall survive termination or completion of the contract. They shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.
- 1.12.2 The Contractor's and the Procuring Entity's Personnel shall also treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

1.13 Compliance with Laws

The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Special Conditions of Contract:

- a) The Procuring Entity shall have obtained (or shall obtain) the planning, zoning, building permit or similar permission for the Permanent Works, and any other permissions described in the Specifications as having been (or to be) obtained by the Procuring Entity; and the Procuring Entity shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and
- b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Procuring Entity harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.

1.14 Joint and Several Liability

If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons:

- a) These persons shall be deemed to be jointly and severally liable to the Procuring Entity for the performance of the Contract;
- b) these persons shall notify the Procuring Entity of their leader who shall have authority to bind the Contractor and each of these persons; and
- c) the Contractor shall not alter its composition or legal status without the prior consent of the Procuring Entity.

1.15 Inspections and Audit by the Procuring Entity

Pursuant to paragraph 2.2(e). of Appendix B to the General Conditions, the Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Public Procurement Regulatory Authority, Procuring Entity and/or persons appointed or designated by the Government of Kenya to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity if requested by the Procuring Entity. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to SubClause 15.6 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Procuring Entity's prevailing sanctions procedures).

2. THE PROCURING ENTITY

2.1 Right of Access to the Site

- 2.1.1 The Procuring Entity shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the **Special Conditions of Contract**. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Procuring Entity is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Procuring Entity shall do so in the time and manner stated in the Specification. However, the Procuring Entity may withhold any such right or possession until the Performance Security has been received.
- 2.1.2 If no such time is stated in the Special Conditions of Contract, the Procuring Entity shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the programme submitted under Sub-Clause 8.3 [Programme].
- 2.1.3 If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Procuring Entity to give any such right or possession within such time, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such Cost-plus profit, which shall be included in the Contract Price.
- 2.1.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 2.1.5 However, if and to the extent that the Procuring Entity's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

2.2 Permits, Licenses or Approvals

- 2.21 The Procuring Entity shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:
- a) Copies of the Laws of Kenya which are relevant to the Contract but are not readily available, and
 - b) any permits, licenses or approvals required by the Laws of Kenya:
 - i. which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws],
 - ii. for the delivery of Goods, including clearance through customs, and
 - iii. for the export of Contractor's Equipment when it is removed from the Site.

2.3 Procuring Entity's Personnel

The Procuring Entity shall be responsible for ensuring that the Procuring Entity's Personnel and the Procuring Entity's other contractor son the Site:

- a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and
- b) take action ssimilar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].

2.4 Procuring Entity's Financial Arrangements

The Procuring Entity shall make and maintain all necessary financial arrangements which will enable the Procuring Entity to pay the Contract Price punctually (as estimated at that time) in accordance with Clause 14 [Contract Price and Payment].

3. THE ENGINEER

3.1 Architect Duties and Authority

- 4.1.1 The Procuring Entity shall appoint the Architect who shall carry out the duties as signed to him in the Contract. The Architect staff shall include suitably qualified Assistants and other professionals who are competent to carry out these duties. The Architect Name and Address shall be provided in the **Special Conditions of Contract**.
- 4.1.2 The Architect shall have no authority to amend the Contract.
- 4.1.3 The Architect May exercise the authority attributable to the Architect as specified in or necessarily to be implied from the Contract. If the Architect is required to obtain the approval of the Procuring Entity before exercising a specified authority, the requirements shall be as stated in the Special Conditions of Contract. The Procuring Entity shall promptly inform the Contractor of any change to the authority attributed to the Engineer.
- 4.1.4 However, whenever the Architect exercises a specified authority for which the Procuring Entity's approval is required, then (for the purposes of the Contract) the contractor shall require the Architect to provide evidence of such approval before complying with the instruction. 4.1.5 Except as otherwise stated in these Conditions:
- a) Whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Architect shall be deemed to act for the Procuring Entity;
 - b) the Architect has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract;
 - c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Architect (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and
 - d) any act by the Architect in response to a Contractor's request shall be notified in writing to the Contractor within 14 days of receipt.
- 4.1.6 The following provisions shall apply:
- The Architect shall obtain the specific approval of the Procuring Entity before taking action under the following Sub-Clauses of these Conditions:
- a) Sub-Clause 4.12: agreeing or determining an extension of time and/or additional cost.
 - b) Sub-Clause 13.1: instructing a Variation, except;
 - I. In an emergency situation as determined by the Engineer, or
 - II. If such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the **Special Conditions of Contract**.
 - c) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2.
 - d) Sub-Clause 13.4: Specifying the amount payable in each of the applicable three currencies.
- 4.1.7 Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Procuring Entity, with any such instruction of the Engineer. The Architect shall determine an addition

to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Procuring Entity.

3.2 Delegation by the Engineer

3.2.1 The Architect may from time to time assign duties and delegate authority to assistants and may also revoke such assignment or delegation. These assistants may include a resident Engineer, and/or independent inspectors appointed to inspect and/ or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Architect shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations].

3.2.2 Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized

to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

- a) Any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Architect to reject the work, Plant or Materials;
- b) If the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

3.3 Instructions of the Engineer

3.3.1 The Architect may issue to the Contractor (at anytime) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under Clause 3.2.1.

3.3.2 The Contractor shall comply with the instructions given by the Architect or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Architect or a delegated assistant:

- a) Gives an oral instruction,
- b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and
- c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation,

Then the confirmation shall constitute the written instruction of the Architect or delegated assistant (as the case may be).

3.4 Replacement of the Engineer

If the Procuring Entity intends to replace the Engineer, the Procuring Entity shall, in not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended person to replace the Engineer.

3.5 Determinations

3.5.1 Whenever these Conditions provide that the Architect shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter, the Architect shall consult with each Party in an endeavor to reach agreement. If agreement is not achieved, the Architect shall

make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

- 3.5.2 The Architect shall give notice to both Parties of each agreed determination, with supporting particulars, within 30 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].

4. THE CONTRACTOR

4.1 Contractor's General Obligations

- 4.1.1 The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Architect instructions, and shall remedy any defects in the Works.
- 4.1.2 The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.
- 4.1.3 All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country.
- 4.1.4 The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or specification of the Permanent Works.
- 4.1.5 The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.
- 4.1.6 If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Special Conditions:
- a) The Contractor shall submit to the Architect the Contractor's Documents for this part in accordance with the procedures specified in the Contract;
 - b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Architect to add to the Drawings for co-ordination of each Party's designs;
 - c) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and
 - d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Architect the "as-built" documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Procuring Entity to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until these documents and manuals have been submitted to the Engineer.

4.2 Performance Security

- 4.2.1 The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount stated in the **Special Conditions of Contract** and denominated in the

currency (ies) of the Contract or in a freely convertible currency acceptable to the Procuring Entity. If an amount is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.

- 4.2.2 The Contractor shall deliver the Performance Security to the Procuring Entity within 30 days after receiving the Notification of Award and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank selected by the Contractor and shall be in the form annexed to the Special Conditions, as stipulated by the Procuring Entity in the Special Conditions of Contract, or in another form approved by the Procuring Entity.
- 4.2.3 The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.
- 4.2.4 The Procuring Entity shall not make a claim under the Performance Security, except for amounts to which the Procuring Entity is entitled under the Contract.
- 4.2.5 The Procuring Entity shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Procuring Entity was not entitled to make the claim.
- 4.2.6 The Procuring Entity shall return the Performance Security to the Contractor within 14 days after receiving a copy of the Taking-Over Certificate.
- 4.2.7 Without limitation to the provisions of the rest of this Sub-Clause, whenever the Architect determines an addition or a reduction to the Contract Price as a result of a change in cost and/ or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Architect request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.

4.3 Contractor's Representative

- 4.3.1 The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. The Contractor's Representative's Name and Address shall be provided in the **Special Conditions of Contract**.
- 4.3.2 Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Architect for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked in terms of Sub-Clause 6.9 [Contractor's Personnel], or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of an other suitable person for such appointment.
- 4.3.3 The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint a replacement.
- 4.3.4 The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Architect prior consent, and the Architect shall be notified accordingly.

- 4.3.5 The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause

3.3 [Instructions of the Engineer].

- 4.3.6 The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Architect has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

- 4.3.7 The Contractor's Representative shall be fluent in the language for communications defined in SubClause1.4 [Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreter savailable during all working hours in a number

deemed sufficient by the Engineer.

4.4 Sub-contractors

- 4.4.1 The Contractor shall not subcontract the whole of the Works. The contractor may however subcontract the works as provided in Clause 34.2.

- 4.4.2 The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if theyweret heacts or defaults of the Contractor. Unless otherwise stated in the Special Conditions:

- a) The Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract;
- b) The prior consent of the Procuring Entity shall be obtained to other proposed Subcontractors;
- c) the Contractor shall give the Procuring Entity not less than 14 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; and
- d) each subcontract shall include provisions which would entitle the Procuring Entity to require the subcontract to be assigned to the Procuring Entity under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Procuring Entity].

- 4.4.3 The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor.

- 4.4.4 Wher epracticable, the Contractor shall give fair and reasonable opportunity for contractors from Kenya to be appointed as Subcontractors.

4.5 Assignment of Benefit of Subcontract

If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Procuring Entity, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Procuring Entity for the work carried out by the Subcontractor after the assignment takes effect.

4.6 Co-operation

- 4.6.1 The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:

- a) The Procuring Entity's Personnel,
- b) Any other contractors employed by the Procuring Entity, and
- c) The personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract.

- 4.6.2 Any such instruction shall constitute a Variation if and to the extent that it cause sthe Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.
- 4.6.3 If, under the Contract, the Procuring Entity is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Architect in the time and manner stated in the Specification.

4.7 Setting Out of the Works

- 4.71. The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contractor notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.
- 4.72. The Procuring Entity shall be responsible for any errors in these specified or notified items of reference, but the Contractor shall use reasonable efforts to verify their accuracy before they are used.
- 4.73. If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/ or Cost, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such costs accrued, which shall be included in the Contract Price.
- 4.7.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this.

4.8 Safety Procedures

The Contractor shall:

- a) Comply with all applicable safety regulations,
- b) Take care for the safety of all persons entitled to be on the Site,
- c) Use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,
- d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Procuring Entity's Taking Over], and
- e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

4.9 Quality Assurance

- 1.91. The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Architect shall be entitled to audit any aspect of the system.
- 1.92. Details of all procedures and compliance documents shall be submitted to the Architect or information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor itself shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

4.10 Site Data

4.10.1 The Procuring Entity shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Procuring Entity's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Procuring Entity shall similarly make available to the Contractor all such data which come into the Procuring Entity's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.

4.10.2 To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

- a) The form and nature of the Site, including sub-surface conditions,
- b) the hydrological and climatic conditions,
- c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
- d) the Laws, procedures and labour practices of Kenya, and
- e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

4.11 Sufficiency of the Accepted Contract Amount

4.11.1 The Contractor shall be deemed to:

- a) Have satisfied itself as to the correctness and sufficiency of the Accepted Contract Amount, and
- b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data].

4.11.2 Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects. **4.12 Unforeseeable Physical Conditions**

4.12.1 In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.

4.12.2 If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Architect as soon as practicable.

4.12.3 This notice shall describe the physical conditions, so that they can be inspected by the Architect and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the

physical conditions, and shall comply with any instructions which the Architect may give. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

4.12.4 If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) payment of any such Cost, which shall be included in the Contract Price.

4.12.5 Upon receiving such notice and inspecting and/or investigating these physical conditions, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.

4.12.6 However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Architect may also review whether other physical conditions in similar parts of the Works (if any) were more favorable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favorable conditions were encountered, the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.

4.12.7 The Architect shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor's interpretation of any such evidence.

4.13 Rights of Way and Facilities

Unless otherwise specified in the Contract the Procuring Entity shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works.

4.14 Avoidance of Interference

4.14.1 The Contractor shall not interfere unnecessarily or improperly with:

- a) The convenience of the public, or
- b) The access to and use and occupation of all roads and foot paths, irrespective of whether they are public or in the possession of the Procuring Entity or of others.

4.14.2 The Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

4.15 Access Route

4.15.1 The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.

4.15.2 Except as otherwise stated in these Conditions:

- a) The Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;
- b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;
- c) the Procuring Entity shall not be responsible for any claims which may arise from the use or otherwise of any access route;
- d) the Procuring Entity does not guarantee the suitability or a availability of particular access routes; and
- e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

4.16 Transport of Goods

Unless otherwise stated in the Special Conditions:

- a) the Contractor shall give the Architect not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;
- b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and
- c) the Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods and shall negotiate and pay all claims arising from their transport.

4.17 Contractor's Equipment

The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

4.18 Protection of the Environment

4.18.1 The contractor shall comply with the applicable environmental laws, regulations and policies.

4.18.2 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

4.18.3 The Contractors shall ensure that emissions, surfaced is charges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws. **4.19 Electricity, Water and Gas**

4.19.1 The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.

4.19.2 The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specifications. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.

4.19.3 The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5

[Determinations]. The Contractor shall pay these amounts to the Procuring Entity. **4.20 Procuring Entity's Equipment and Free-Issue Materials**

4.20.1 The Procuring Entity shall make the Procuring Entity's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification. Unless otherwise stated in the Specification:

- a) The Procuring Entity's shall be responsible for the Procuring Entity's Equipment, except that
- b) the Contractor shall be responsible for each item of Procuring Entity's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it.

4.20.1 The appropriate quantities and the amounts due (at such stated prices) for the use of Procuring Entity's

Equipment shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.

4.20.2 The Procuring Entity shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Specification. The Procuring Entity shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them and shall promptly give notice to the Architect of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Procuring Entity shall immediately rectify the notified shortage, defect or default

4.20.3 After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Procuring Entity of liability for any shortage, defect or default not apparent from a visual inspection. **4.21 Progress Reports**

4.21.1 Unless otherwise stated in the Special Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Architect in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.

4.21.2 Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include:

- a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
- b) photographs showing the status of manufacture and of progress on the Site;
- c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer, manufacture location, percentage progress, and the actual or expected dates of:
 - I. commencement of manufacture,
 - II. Contractor's inspections,
 - III. tests, and
 - IV. shipment and arrival at the Site;
- d) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment];
- e) copies of quality assurance documents, test results and certificates of Materials;
- f) list of notices given under Sub-Clause 2.5 [Procuring Entity's Claims] and notices given under Sub-Clause 20.1 [Contractor's Claims];
- g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
- h) comparison so factual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

4.22 Security of the Site

Unless otherwise stated in the Special Conditions:

- a) The Contractor shall be responsible for keeping unauthorized persons off the Site, and
- b) authorized persons shall be limited to the Contractor's Personnel and the Procuring Entity's Personnel; and to any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as authorized personnel of the Procuring Entity's other contractors on the Site.

4.23 Contractor's Operations on Site

- 4.23.1 The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Architect as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacentl and.
- 4.23.2 During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.
- 4.23.3 Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

4.24 Fossils

- 4.24.1 All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Procuring Entity. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.
- 4.24.2 The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
 - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such Cost, which shall be included in the Contract Price.After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

5. NOMINATED SUBCONTRACTORS

5.1 Definition of “nominated Subcontractor”

In this Contract, “nominated Subcontractor” means a Subcontractor:

- a) Who is nominated by the Procuring Entity, or
- b) Contractor has nominated as a Subcontractor subject to Sub-Clause 5.2 [Objection to Notification].

5.2 Objection to Nomination

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Procuring Entity as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Procuring Entity agrees in writing to indemnify the Contractor against and from the consequences of the matter:

- a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;
- b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or
- c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:
 - i. undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract;
 - ii. indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities, and
 - iii. be paid only if and when the Contractor has received from the Procuring Entity payments for sums due under the Subcontract referred to under Sub-Clause 5.3 [Payment to nominated Subcontractors].

5.3 Payments to nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts shown on the nominated Subcontractor's invoices approved by the Contractor which the Architect certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Evidence of Payments].

5.4 Evidence of Payments

- 5.4.1 Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Architect may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:
- a) Submits this reasonable evidence to the Engineer, or
 - b)
 - i) Satisfies the Architect in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
 - ii) Submits to the Architect reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Procuring Entity may (at his sole discretion) pay, directly to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Procuring Entity, the amount which the nominated Subcontractor was directly paid by the Procuring Entity.

6. STAFF AND LABOR

6.1 Engagement of Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within Kenya.

6.2 Rates of Wages and Conditions of Labor

- 6.2.1 The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by Procuring Entity's whose trade or industry is similar to that of the Contractor.
- 6.2.2 The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in Kenya in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of Kenya for the time being in force, and the Contractor shall perform such duties in regard to such deductions there of as may be imposed on him by such Laws.

6.3 Persons in the Service of Procuring Entity

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Procuring Entity's Personnel.

6.4 Lab or Laws

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, employment of children, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

6.5 Working Hours

Nowork shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in the **Special Conditions of Contract**, unless:

- a) Otherwise stated in the Contract,
- b) The Architect gives consent, or
- c) The work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer, provided that work done outside the normal working hours shall be considered and paid for as overtime.

6.6 Facilities for Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities on site for the Contractor's Personnel. The Contractor shall also provide facilities for the Procuring Entity's Personnel as stated in the Specifications. The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

6.7 Health and Safety

- 6.7.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with loca lhealth authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Procuring Entity's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.
- 6.7.2 The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide what ever is required by this person to exercise this responsibility and authority.
- 6.7.3 The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Architect may reasonably require.

- 6.7.4 The Contractor shall conduct an awareness programme on HIV and other sexually transmitted diseases via an approved service provider and shall undertake such other measures taken to reduce the risk of the transfer of these diseases between and among the Contractor's Personnel and the local community, to promote early diagnosis and to assist affected individuals.

6.8 Contractor's Superintendence

- 6.8.1 Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary super intendence to plan, arrange, direct, manage, inspect and test the work.
- 6.8.2 Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

6.9 Contractor's Personnel

- 6.9.1 The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Contractors Key personnel shall be named in the Special Conditions of Contract. The Architect may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:
- a) Persists in any misconduct or lack of care,
 - b) Carries out duties in competently or negligently,
 - c) fails to conform with any provisions of the Contract,
 - d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment, or
 - e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works.
- 6.9.2 If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

6.10 Records of Contractor's Personnel and Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

6.11 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.

6.12 Foreign Personnel

- 6.12.1 The Contractor shall not employ foreign personnel unless the contractor demonstrates that there are no Kenyans with the required skills.
- 6.12.2 The Contractor shall be responsible for the return of any foreign personnel to the place where they were recruited or to their domicile. In the event of the death in Kenya of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

6.13 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.

6.14 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

6.15 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of Kenya, onsite, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal thereof by Contractor's Personnel.

6.16 Prohibition of Forced or Compulsory Labour

The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

6.17 Prohibition of Harmful Child Labor

The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws of Kenya have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.

6.18 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

6.19 Workers' Organizations

The Contractor shall comply with the relevant labor laws that recognize workers' rights to form and to join workers' organizations of their choosing without interference.

6.20 Non-Discrimination and Equal Opportunity

The Contractor shall base the labour employment on the principle of equal opportunity and fair treatment and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment, retirement, and discipline.

7. PLANT, MATERIALS AND WORKMANSHIP

7.1 Manner of Execution

The Contractor shall carry out the manufacture/assemble of plant, the production and manufacture of Materials, and all other execution of the Works:

- a) In the manner (if any) specified in the Contract,
- b) in a proper workman like and careful manner, in accordance with recognized good practice, and
- c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

7.2 Samples

The Contractor shall submit the following samples of Materials, and relevant information, to the Architect for consent prior to using the Material sin or for the Works:

- a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and
- b) additional samples instructed by the Architect as a Variation.

Each sample shall be labeled as to origin and intended use in the Works. **7.3**

Inspection

7.3.1 The Procuring Entity's Personnel shall at all reasonable times:

- a) Have full access to all parts of the Site and to all places from which natural Materials are being obtained, and
- b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.

7.3.2 The Contractor shall give the Procuring Entity's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

7.3.3 The Contractor shall give notice to the Architect whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Architect shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Architect does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and there after reinstate and make good, all at the Contractor's cost.

7.4 Testing

7.2.1 This Sub-Clause shall apply to all tests specified in the Contract.

7.2.2 Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labor, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place for the specified testing of any Plant, Materials and other parts of the Works.

7.2.3 The Architect may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.

7.2.4 The Architect shall give the Contractor not less than 24 hours' notice of the Architect intention to attend the tests. If the Architect does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Architect presence.

7.2.5 If the Contractor suffers delay and/ or incurs Cost from complying with these instructions or as a result of a delay for which the Procuring Entity is responsible, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

7.2.6 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

- 7.2.7 The Contractor shall promptly forward to the Architect duly certified reports of the tests. When the specified tests have been passed, the Architect shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Architect has not attended the tests, he shall be deemed to have accepted the readings as accurate.

7.5 Rejection

- 7.5.1 If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Architect may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.
- 7.5.2 If the Architect requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Procuring Entity to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the Procuring Entity.

7.6 Remedial Work

- 7.6.1 Notwithstanding any previous test or certification, the Architect may instruct the Contractor to:
- Remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
 - remove and re-execute any other work which is not in accordance with the Contract, and
 - execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseen event or otherwise.
- 7.6.2 The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).
- 7.6.3 If the Contractor fails to comply with the instruction, the Procuring Entity shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity all costs arising from this failure.
- 7.6.4 If the contractor repeatedly delivers defective work, the Procuring Entity may consider termination in accordance with Clause 15.

7.7 Ownership of Plant and Materials

Except as otherwise provided in the Contract, each item of Plant and Materials shall become the property of the Procuring Entity at whichever is the earlier of the following times, free from liens and other encumbrances: a)

- When it is incorporated in the Works;
- when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension].

7.8 Royalties

Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:

- Natural materials obtained from outside the Site, and
- The disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal areas within the Site are specified in the Contract.

8 COMMENCEMENT, DELAYS AND SUSPENSION

8.1 Commencement of Works

- 8.1.1 Except as otherwise specified in the Special Conditions of Contract, the Commencement Date shall be the date at which the following precedent conditions have all been fulfilled and the Architect notification

recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:

- a) Signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of Kenya;
- b) except if otherwise specified in the Special Conditions of Contract, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works.
- c) Receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor.

8.1.2 If the said Architect instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 6.2 [Termination by Contractor].

8.1.3 The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date and shall then proceed with the Works with due expedition and without delay.

8.2 Time for Completion

The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including: a) Achieving the passing of the Test on Completion, and

- b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections].
- c)

8.3 Programme

8.3.1 The Contractor shall submit a detailed time programme to the Architect within 4 days after receiving the notice under Sub-Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include:

- a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,
- b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
- c) the sequence and timing of inspections and tests specified in the Contract, and
- d) a supporting report which includes:
 - i) a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and
 - ii) details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.

8.3.2 Unless the Engineer, within 14 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Procuring Entity's Personnel shall be entitled to rely upon the programme when planning their activities.

8.3.3 The Contractor shall promptly give notice to the Architect of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works.

- 8.3.4 If, at anytime, the Architect gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contractor to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Architect in accordance with this Sub-Clause.

8.4 Extension of Time for Completion

- 8.4.1 The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:
- a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract,
 - b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions, c) exceptionally adverse climatic conditions,
 - d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
 - e) any delay, impediment or prevention caused by or attributable to the Procuring Entity, the Procuring Entity's Personnel, or the Procuring Entity's other contractors.
- 8.4.2 If the Contractor considers itself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Architect in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Architect shall review previous determinations and may increase, but shall not decrease, the total extension of time.

8.5 Delays Caused by Authorities

If the following conditions apply, namely:

- a) The Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in Kenya,
- b) These authorities delay or disrupt the Contractor's work, and
- c) the delay or disruption was Unforeseeable, then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].

8.6 Rate of Progress

- 8.6.1 If, at anytime:
- a) Actual progress is too slow to complete within the Time for Completion, and/or
 - b) Progress has fallen (or will fall) behind the current programme under Sub-Clause 8.3 [Programme], other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion], then the Architect may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.
- 8.6.2 Unless the Architect notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Procuring Entity to incur additional costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the Procuring Entity, in addition to delay damages (if any) under Sub-Clause 8.7 below.
- 8.6.3 Additional costs of revised methods including acceleration measures, instructed by the Architect to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of Time for Completion] shall be paid

by the Procuring Entity, without generating, however, any other additional payment benefit to the Contractor.

8.7 Delay Damages

- 8.7.1 If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay delay damages to the Procuring Entity for this default. These delay damages shall be the sum stated in the **Special Conditions of Contract**, which shall be paid for everyday which shall elapse between the relevant Time for Completion and the date stated in the taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Special Conditions of Contract.
- 8.7.2 These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Procuring Entity] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

8.8 Suspension of Work

- 8.8.1 The Architect may at anytime instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.
- 8.8.2 The Architect may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10 and 8.11 shall not apply.

8.9 Consequences of Suspension

- 8.9.1 If the Contractor suffers delay and/or incurs Cost from complying with the Architect instructions under Sub-Clause 8.8 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) Payment of any such Cost, which shall be included in the Contract Price.
- 8.9.2 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 8.9.3 The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.8 [Suspension of Work].

8.10 Payment for Plant and Materials in Event of Suspension

The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/or Materials which have not been delivered to Site, if:

- a) The work on Plant or delivery of Plant and/or Materials has been suspended for more than 30 days, and
- b) the Contractor has marked the Plant and/or Materials as the Procuring Entity's property in accordance with the Architect instructions.

8.11 Prolonged Suspension

If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Architect permission to proceed. If the Architect does not give permission within 30 days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat the suspension as an omission under Clause 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].

8.12 Resumption of Work

After the permission or instruction to proceed is given, the Contractor and the Architect shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Architect an instruction to this effect under Clause 13 [Variations and Adjustments].

9 TESTS ON COMPLETION

9.1 Contractor's Obligations

- 9.1.1 The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations].
- 9.1.2 The Contractor shall give to the Architect not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the Architect shall instruct.
- 9.1.3 In considering the results of the Tests on Completion, the Architect shall make allowances for the effect of any use of the Works by the Procuring Entity on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.

9.2 Delayed Tests

- 9.2.1 If the Tests on Completion are being unduly delayed by the Procuring Entity, Sub-Clause 7.4 [Testing] (fifth paragraph) and/ or Sub-Clause 10.3 [Interference with Tests on Completion] shall be applicable.
- 9.2.2 If the Tests on Completion are being unduly delayed by the Contractor, the Architect may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.
- 9.2.3 If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Procuring Entity's Personnel may proceed with the Tests at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.

9.3 Retesting of related works

If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Architect or the Contractor may require the failed Tests, and Tests on Completion on any related work, to be repeated under the same terms and conditions.

9.4 Failure to Pass Tests on Completion

- 9.4.1 If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Architect shall be entitled to:
 - a) Order further repetition of Tests on Completion under Sub-Clause 9.3; or
 - b) if the failure deprives the Procuring Entity of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Procuring Entity shall have the same remedies as are provided in sub-paragraph (c) of Sub-Clause 11.4 [Failure to Remedy Defects].

10 PROCURING ENTITY'S TAKING OVER

10.1 Taking Over of the Works and Sections

- 10.1.1 Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Procuring Entity when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.
- 10.1.2 The Contractor may apply by notice to the Architect for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.
- 10.1.3 The Architect shall, within 30 days after receiving the Contractor's application:
- a) Issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or
 - b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.
- 10.1.4 If the Architect fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 30 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.

10.2 Taking Over of Parts of the Works

- 10.2.1 The Architect may, at the sole discretion of the Procuring Entity, issue a Taking-Over Certificate for any part of the Permanent Works.
- 10.2.2 The Procuring Entity shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Architect has issued a Taking-Over Certificate for this part. However, if the Procuring Entity does use any part of the Works before the Taking-Over Certificate is issued:
- a) The part which is used shall be deemed to have been taken over as from the date on which it is used,
 - b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Procuring Entity, and
 - c) if requested by the Contractor, the Architect shall issue a Taking-Over Certificate for this part.
- 10.2.3 After the Architect has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period.
- 10.2.4 If the Contractor incurs Cost as a result of the Procuring Entity taking over and/or using a part of the Works, other than such use as is specified in the Contract agreed by the Contractor, the Contractor shall (i) give notice to the Architect and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such accrued costs, which shall be included in the Contract Price. After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this accrued cost.
- 10.2.5 If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages there after for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of delay damages under Sub-Clause 8.7 [Delay Damages] and shall not affect the maximum amount of these damages.

10.3 Interference with Tests on Completion

- 10.3.1 If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Procuring Entity is responsible, the Procuring Entity shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.
- 10.3.2 The Architect shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Architect shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.
- 10.3.3 If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such accrued costs, which shall be included in the Contract Price.
- 10.3.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

10.4 Surfaces Requiring Reinstatement

Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.

11 DEFECTS LIABILITY

11.1 Completion of Outstanding Work and Remedying Defects

- 11.1.1 In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fairwear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable there after, the Contractor shall:
- a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and
 - b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Procuring Entity on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be).
- 11.1.2 If a defect appears or damage occurs, the Contractor shall be notified accordingly by the Engineer.

11.2 Cost of Remedying Defects

- 11.2.1 All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:
- a) Any design for which the Contractor is responsible,
 - b) Plant, Materials or workmanship not being in accordance with the Contract, or
 - c) Failure by the Contractor to comply with any other obligation.
- 11.2.2 If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Procuring Entity, and Sub-Clause 13.3 [Variation Procedure] shall apply.

11.3 Extension of Defects Notification Period

- 11.3.1 The Procuring Entity shall be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they

are intended by reason of a defect or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.

- 11.3.2 If delivery and/ or erection of Plant and/ or Materials was suspended under Sub-Clause 8.8 [Suspension of Work] or Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defect or damage occurring more than two years after the Defects Notification Period for the Plant and/ or Materials would otherwise have expired.

11.4 Failure to Remedy Defects

- 11.4.1 If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by the Engineer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date.

- 11.4.2 If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Procuring Entity may (at his option):

- a) Carry out the work itself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity the costs reasonably incurred by the Procuring Entity in remedying the defect or damage;
- b) Require the Architect to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or
- c) if the defect or damage deprives the Procuring Entity of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract otherwise, the Procuring Entity shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

11.5 Removal of Defective Work

If the defect or damage cannot be remedied expeditiously on the Site and the Procuring Entity gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.

11.6 Further Tests

- 11.6.1 If the work of remedying of any defect or damage may affect the performance of the Works, the Architect may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 14 days after the defect or damage is remedied.
- 11.6.2 These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 11.2 [Cost of Remedying Defects], for the cost of the remedial work.

11.7 Right of Access

Until the Completion Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Procuring Entity's reasonable security restrictions.

11.8 Contractor to Search

The Contractor shall, if required by the Engineer, search for the cause of any defecton parts of the works that have already accepted, under the direction of the Engineer. Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Architect in accordance with Sub-Clause 3.5 [Determinations] and shall be included in the Contract Price.

11.9 Completion Certificate

11.9.1 Performance of the Contractor's obligations shall not be considered to have been completed until the Architect has issued the Completion Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.

11.9.2 The Architect shall issue the Completion Certificate within 30days after the latest of the expiry dates of the Defects Liability Period, or as soon there after as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Completion Certificate shall be issued to the Procuring Entity. 11.9.3 Only the Completion Certificate shall be deemed to constitute acceptance of the Works.

11.10 Unfulfilled Obligations After the Completion Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

11.11 Clearance of Site

11.11.1 Upon receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.

11.11.2 If all these items have not been removed within 30 days after receipt by the Contractor of the Completion Certificate, the Procuring Entity may sell or otherwise dispose of any remaining items. The Procuring Entity shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

11.11.3 Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Procuring Entity's costs, the Contractor shall pay the outstanding balance to the Procuring Entity.

12 MEASUREMENT AN DEVALUATION

12.1 Works to be Measured

12.1.1 The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractorshall show in each application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.10 [Statement on Completion] and 14.11 [Application for Final Payment Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract.

12.1.2 Whenever the Architect requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:

- a) promptly either attend or send another qualified representative to assist the Architect in making the measurement, and
- b) supply any particulars requested by the Engineer.

12.1.3 If the Contractor fails to attend or send a representative, the measurement made by the Architect shall be accepted as accurate.

12.1.4 Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree her ecords with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.

- 12.1.5 If the Contractor examines and disagrees the records, and/ or does not sign them as agreed, then the Contractor shall give notice to the Architect of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Architect shall review the records and either confirm or vary them and certify the payment of the undisputed part. If the Contractor does not so give notice to the Architect within 14 days after being requested to examine the records, they shall be accepted as accurate.

12.2 Method of Measurement

Except as otherwise stated in the Contract:

- a) Measurement shall be made of the net actual quantity of each item of the Permanent Works, and
- b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.

12.3 Evaluation

- 12.3.1 Except as otherwise stated in the Contract, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of work one by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or price for the item.
- 12.3.2 For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contractor, if there is no such item, specified for similar work.
- 12.3.3 Any item of work included in the Bill of Quantities for which no rate or price was specified shall be considered as included in other rates and prices in the Bill of Quantities and will not be paid for separately.
- 12.3.4 However, for a new item of work, a new rate or price shall be appropriate for such item of work if:
- a) The work is instructed under Clause 13 [Variations and Adjustments],
 - b) no rate or price is specified in the Contract for this item, and
 - c) no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract.
- 12.3.5 Each new rate or price shall be derived from any relevant rates or prices in the Contract. If no rates or prices are relevant for the new item of work, it shall be derived from the reasonable Cost of executing such work, prevailing market rates, together with profit, taking account of any other relevant matters.
- 12.3.6 Until such time as an appropriate rate or price is agreed or determined, the Architect shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.
- 12.3.7 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

12.4 Omissions

Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:

- a) The Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;
- b) The omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and
- c) this cost is not deemed to be included in the evaluation of any substituted work; then the Contractor shall give notice to the Architect accordingly, with supporting particulars. Upon receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this cost, which shall be included in the Contract Price.

13 VARIATIONS AND ADJUSTMENTS

13.1 Right to Vary

- 13.1.1 Variations may be initiated by the Architect at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal. No Variation instructed by the Architect under this Clause shall in any way vitiate or in validate the Contract.
- 13.1.2 The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice to the Architect stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the Architect shall cancel, confirm or vary the instruction.
- 13.1.3 Each Variation may include:
- a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation),
 - b) changes to the quality and other characteristics of any item of work,
 - c) changes to the levels, positions and/ or dimensions of any part of the Works,
 - d) omission of any work unless it is to be carried out by others,
 - e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
 - f) changes to the sequence or timing of the execution of the Works.
- 13.1.4 The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Architect instructs after obtaining approval of the Procuring Entity.

13.2 Variation Order Procedure

- 13.2.1 Prior to any Variation Order under Sub-Clause 13.1.4 the Architect shall notify the Contractor of the nature and form of such variation. As soon as possible after having received such notice, the Contractor shall submit to the Engineer:
- a) A description of work, if any, to be performed and a programme for its execution, and
 - b) the Contractor's proposals for any necessary modifications to the Programme according to Sub-Clause 8.3 or to any of the Contractor's obligations under the Contract, and
 - c) the Contractor's proposals for adjustment to the Contract Price.

Following the receipt of the Contractor's submission the Architect shall, after due consultation with the Employer and the Contractor, decide as soon as possible whether or not the variation shall be carried out. If the Architect decides that the variation shall be carried out, he shall issue a Variation Order clearly identified as such in accordance with the Contractor's submission or as modified by agreement.

If the Architect and the Contractor are unable to agree the adjustment of the Contract Price, the provisions of Sub-Clause 13.2.2 shall apply.

13.2.2 Disagreement on Adjustment of the Contract Price

If the Contractor and the Architecture unable to agree on the adjustment of the Contract Price, the adjustment shall be determined in accordance with the rates specified in the Bills of Quantities or Schedule of Daywork Prices. If the rates contained in the Bills of Quantities or Dayworks Prices are not directly applicable to the specific work in question, suitable rates shall be established by the Architect reflecting the level of pricing in the Dayworks Prices. Where rates are not contained in the said Prices, the amount shall be such as is in all the circumstances reasonable, reflecting a market price. Due account shall be taken of any over-or underrecovery of overheads by the Contractor in consequence of the variation. The Contractor shall also be entitled to be paid:

- a) The cost of any partial execution of the Work rendered useless by any such variation,
- b) The cost of making necessary alterations to Plant already manufactured or in the course of manufacture or of any work done that has to be altered in consequence of such a variation,
- c) any additional costs incurred by the Contractor by the disruption of the progress of the Works as detailed in the Programme, and

- d) the net effect of the Contractor's financial costs, including interest, caused by the variation.

The Architect shall on this basis determine the rates or prices to enable on-account payment to be included in certificates of payment.

13.2.3 Contractor to Proceed

On receipt of a Variation Order, the Contractor shall forthwith proceed to carry out the variation and be bound to these Conditions in so doing as if such variation was stated in the Contract. The work shall not be delayed pending the granting of an extension of the Time for Completion or an adjustment to the Contract Price under Sub-Clause 13.3.

13.3 Value Engineering

- 13.3.1 The Contractor may, at anytime, submit to the Architect written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Procuring Entity of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Procuring Entity of the completed Works, or
(iv) otherwise be of benefit to the Procuring Entity.

- 13.3.2 The proposal shall be prepared at the cost of the Contractor and shall include the items listed in Sub-Clause 13.3 [Variation Procedure].

- 13.3.3 If a proposal, which is approved by the Engineer, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:
 - a) The Contractor shall design this part,
 - b) sub-paragraphs (a) to (d) of Sub-Clause 4.1 [Contractor's General Obligations] shall apply, and
 - c) if this change results in a reduction in the contract value of this part, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine a fee, which shall be included in the Contract Price. This fee shall be 50% of the difference between the following amounts:
 - I. such reduction in contract value, resulting from the change, excluding adjustments under Sub-Clause 13.8 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost], and
 - II. the reduction (if any) in the value to the Procuring Entity of the varied works, taking account of any improvement in quality, anticipated life or operational efficiencies.

- 13.3.4 However, if the amount established in item 13.2.3 (c) (i) is less than amount established in item 13.2.3 (c) (ii), there shall not be a fee. However, if the amount established in item 13.2.3 (c) (i) is more than amount established in item 13.2.3 (c) (ii), it shall result in a price variation to the Procuring Entity.

13.4 Variation Procedure for Value Engineering proposal

- 13.4.1 If the Architect requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:
 - a) A description of the proposed work to be performed and a programme for its execution,
 - b) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 8.3 [Programme] and to the Time for Completion, and
 - c) the Contractor's proposal for evaluation of the Variation.
- 13.4.2 The Architect shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst waiting a response.
- 13.4.3 Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Architect to the Contractor, who shall acknowledge receipt.

- 13.4.4 Each Variation shall be evaluated in accordance with Clause 12 [Measurement and Evaluation], unless the Architect instructs or approves otherwise in accordance with this Clause.

13.5 Payment in Applicable Currencies

If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.

13.6 Provisional Sums

- 13.6.1 Each Provisional Sum shall only be used, in whole or in part, in accordance with the Architect instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Architect shall have instructed. For each Provisional Sum, the Architect May instruct:

- a) Work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and/or
- b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]) or otherwise; and for which there shall be included in the Contract Price:
 - i. The actual amounts paid (or due to be paid) by the Contractor, and
 - ii. a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in **the Special Conditions of Contract** shall be applied.

- 13.6.2 The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

13.7 Dayworks

- 13.7.1 For work of a minor or incidental nature, the Architect may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.

- 13.7.2 Before ordering Goods for the work, the Contractor shall submit quotations to the Engineer. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.

- 13.7.3 Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall deliver each day to the Architect accurate statements in duplicate which shall include the following details of the resources used in executing the previous day's work:

- a) The names, occupations and time of Contractor's Personnel,
- b) the identification, type and time of Contractor's Equipment and Temporary Works, and
- c) the quantities and types of Plant and Materials used.

- 13.7.4 One copy of each statement will, if correct, or when agreed, be signed by the Architect and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].

13.8 Adjustments for Changes in Legislation

- 13.8.1 The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of Kenya (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.

- 13.8.2 If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such Cost, which shall be included in the Contract Price.
- 13.8.3 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 13.8.4 Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [Adjustments for Changes in Cost].

13.9 Adjustments for Changes in Cost

- 13.9.1 In this Sub-Clause, “table of adjustment data” means the completed table of adjustment data for local and foreign currencies included in the Schedules. If there is no such table of adjustment data, this Sub-Clause shall not apply.
- 13.9.2 If this Sub-Clause applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labor, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be deemed to have included a mounts to cover the contingency of other rises and falls in costs.
- 13.9.3 The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following general type:

Price Adjustment Formula Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies:

$$P = A + B I_m/I_o$$

where:

P is the adjustment factor for the portion of the Contract Price payable.

A and **B** are coefficients **specified in the SCC**, representing then on adjustable and adjustable portions, respectively, of the Contract Price payable and

I_m is the index prevailing at the end of the month being invoiced and **I_o** is the index prevailing 30 days before Bid opening for inputs payable.

NOTE: The sum of the two coefficients A and B should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the non adjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

- 13.9.4 The cost indices or reference prices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Engineer. Forth is purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table) for the purposes of clarification of the source; although these dates (and thus these values) may not correspond to the base cost indices.
- 13.9.5 In cases where the “currency of index” is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the Central Bank of Kenya, of this relevant currency on the above date for which the index is required to be applicable.
- 13.9.6 Until such time as each current cost index is available, the Architect shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.
- 13.9.7 If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices there after shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price, whichever is more favorable to the Procuring Entity.
- 13.9.8 The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.

14 CONTRACT PRICE AND PAYMENT

14.1 The Contract Price

14.1.1 Unless otherwise stated in the Special Conditions:

- a) The value of the payment certificate shall be agreed or determined under Sub-Clause 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract;
- b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation];

- c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:
 - i. of the Works which the Contractor is required to execute, or
 - ii. for the purposes of Clause 12 [Measurement and Evaluation]; and
- d) the Contractor shall submit to the Engineer, within 30 days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Architect may take account of the break down when preparing Payment Certificates but shall not be bound by it.

14.1.2 Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts there for, imported by the Contractor for the sole purpose of executing the Contract shall not be exempt from the payment of import duties and taxes upon importation.

14.2 Advance Payment

14.2.1 The Procuring Entity shall make an advance payment, as an interest-free loan for mobilization and cashflow support, when the Contractor submits a guarantee in accordance with this Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the **Special Conditions of Contract**.

14.2.2 Unless and until the Procuring Entity receives this guarantee, or if the total advance payment is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.

14.2.3 The Architect shall deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Procuring Entity receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by a reputable bank or financial institutions elected by the Contractor and shall be in the form annexed to the Special Conditions or in another form approved by the Procuring Entity.

14.2.4 The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

14.2.5 Unless stated otherwise in the **Special Conditions of Contract**, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Architect in accordance with Sub-Clause

14.6 [Issue of Interim Payment Certificates], as follows:

- a) Deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and
- b) deductions shall be made at the amortization rate stated in the **Special Conditions of Contract** of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

14.2.6 If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Procuring Entity], Clause 16 [Suspension and

Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Procuring Entity], except for Sub-Clause 14.2.7 [Procuring Entity's Entitlement to Termination for Convenience], payable by the Contractor to the Procuring Entity.

14.3 Application for Interim Payment Certificates

- 14.3.1 The Contractor shall submit a Statement (in number of copies indicated in the **Special Conditions of Contract**) to the Architect after the end of each month, in a form approved by the Engineer, showing in detail the amounts to which the Contractor considers itself to be entitled, together with supporting documents which shall include there portion the progress during this month in accordance with Sub-Clause 4.21 [Progress Reports].
- 14.3.2 The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:
- a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below);
 - b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost];
 - c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in the **Special Conditions of Contract** to the total of the above amounts, until the amount so retained by the Procuring Entity reaches the limit of Retention Money (if any) stated in the **Special Conditions of Contract**;
 - d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with Sub-Clause 14.2 [Advance Payment];
 - e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Plant and Materials intended for the Works];
 - f) any other additions or deductions which may have become due under the Contract otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and
 - g) the deduction of amounts certified in all previous Payment Certificates.

14.4 Schedule of Payments

- 14.4.1 If the Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule:
- a) The instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates];
 - b) Sub-Clause 14.5 [Plant and Materials intended for the Works] shall not apply; and
 - c) If these instalments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less or more than that on which this schedule of payments was based, then the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine revised instalments, which shall take account of the extent to which progress is less or more than that on which the instalments were previously based.
- 14.4.2 If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

14.5 Plant and Materials intended for the Works

- 14.5.1 If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3, (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates].
- 14.5.2 If the lists referred to in sub-paragraphs (b)(i) or (c)(i) below are not included in the Schedules, this SubClause shall not apply.
- 14.5.3 The Architect shall determine and certify each addition if the following conditions are satisfied: a) The Contractor has:
- i. kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and
 - ii. submitted statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence;
- and either:
- b) the relevant Plant and Materials:
 - i. are those listed in the Schedules for payment when shipped,
 - ii. have been shipped to Kenya, enroute to the Site, in accordance with the Contract; and
 - iii. are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Architect together with evidence of payment of freight and insurance, any other documents reasonably required, and a bank guarantee in a form and issued by an entity approved by the Procuring Entity in amounts and currencies equal to the amount due under this Sub-Clause: this guarantee may be in a similar form to the form referred to in Sub-Clause 14.2 [Advance Payment] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration; or
 - c) the relevant Plant and Materials:
 - i. are those listed in the Schedules for payment when delivered to the Site, and
 - ii. have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration and appear to be in accordance with the Contract.
- 14.5.4 The additional amount to be certified shall be the equivalent of eighty percent (80%) of the Architect determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials.
- 14.5.5 The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.

14.6 Issue of Interim Payment Certificates

- 14.6.1 No amount will be certified or paid until the Procuring Entity has received and approved the Performance Security. Thereafter, the Architect shall, within 30 days after receiving a Statement and supporting documents, deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate which shall state the amount which the Architect fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Architect on the Statement if any.
- 14.6.2 However, prior to issuing the Taking-Over Certificate for the Works, the Architect shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated **in the Special Conditions of Contract**. In this event, the Architect shall give notice to the Contractor accordingly.

14.6.3 An Interim Payment Certificate shall not be withheld for any other reason, although:

- a) if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or
- b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer, the value of this work or obligation may be withheld until the work or obligation has been performed.

14.6.4 The Architect may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Architect acceptance, approval, consent or satisfaction.

14.7 Payment

14.7.1 The Procuring Entity shall pay to the Contractor:

- a) The advance payment shall be paid within 60 days after signing of the contract by both parties or within 60 days after receiving the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub-Clause 14.2 [Advance Payment], whichever is later;
- b) The amount certified in each Interim Payment Certificate within 60 days after the Architect Issues Interim Payment Certificate; and
- c) the amount certified in the Final Payment Certificate within 60 days after the Procuring Entity Issues Interim Payment Certificate; or after determination of any disputed amount shown in the Final Statement in accordance with Sub-Clause 16.2 [Termination by Contractor].

14.7.2 Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (forth is currency) specified in the Contract. **14.8 Delayed Payment**

14.8.1 If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges (simple interest) monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of its sub-paragraph (b) of the date on which any Interim Payment Certificate is issued.

14.8.2 These financing charges shall be calculated at the annual rate of three percentage points above the mean rate of the Central Bank in Kenya of the currency of payment, or if not available, the inter bank offered rate, and shall be paid in such currency.

14.8.3 The Contractor shall be entitled to this payment without formal notice and certification, and without prejudice to any other right or remedy.

14.9 Payment of Retention Money

14.9.1 When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Architect for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.

14.9.2 Promptly after the latest of the expiry dates of the Defects Liability Periods, the outstanding balance of the Retention Money shall be certified by the Architect for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.

- 14.9.3 However, if any work remains to be executed under Clause 11 [Defects Liability], the Architects shall be entitled to withhold certification of the estimated cost of this work until it has been executed.
- 14.9.4 When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost].
- 14.9.5 Unless otherwise stated in the Special Conditions, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a Retention Money Security guarantee, in the form annexed to the Special Conditions or in another form approved by the Procuring Entity and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money.
- 14.9.6 The Procuring Entity shall return the Retention Money Security guarantee to the Contractor within 14 days after receiving a copy of the Completion Certificate.

14.10 Statement at Completion

- 14.10.1 Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to the Architect three copies of a Statement at completion with supporting documents, in accordance with Sub-Clause 14.3 [Application for Interim Payment Certificates], showing:
- a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works,
 - b) any further sums which the Contractor considers to be due, and
 - c) an estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion.
- 14.10.2 The Architect shall then certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates].

14.11 Application for Final Payment Certificate

- 14.11.1 Within 60 days after receiving the Completion Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:
- a) The value of all work done in accordance with the Contract, and
 - b) Any further sums which the Contractor considers to be due to him under the Contract otherwise.
- 14.11.2 If the Architect disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Architect may reasonably require within 30 days from receipt of said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Architect the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".
- 14.11.3 However, if, following discussions between the Architect and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Architect shall deliver to the Procuring Entity (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 20.4 [Obtaining Dispute Board's Decision] or Sub-Clause 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Procuring Entity (with a copy to the Engineer) a Final Statement.
- 14.12 Discharge** When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.

14.13 Issue of Final Payment Certificate

- 14.13.1 Within 30 days after receiving the Final Statement and discharge in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall deliver, to the Procuring Entity and to the Contractor, the Final Payment Certificate which shall state: a) The amount which he fairly determines is finally due, and
- b) After giving credit to the Procuring Entity for all amounts previously paid by the Procuring Entity and for all sums to which the Procuring Entity is entitled, the balance (if any) due from the Procuring Entity to the Contractor or from the Contractor to the Procuring Entity, as the case may be.
- 14.13.2 If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 30 days, the Architect shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

14.14 Cessation of Procuring Entity's Liability

- 14.14.1 The Procuring Entity shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:
- a) in the Final Statement and also,
- b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 14.10 [Statement at Completion].
- 14.14.2 However, this Sub-Clause shall not limit the Procuring Entity's liability under his in demnification obligations, or the Procuring Entity's liability in any case of fraud, deliberate default or reckless misconduct by the Procuring Entity.

14.15 Currencies of Payment

The Contract Price shall be paid in the currency or currencies named in the Schedule of Payment Currencies. If more than one currency is so named, payments shall be made as follows: a)

If the Accepted Contract Amount was expressed in Local Currency only:

- i. the proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Schedule of Payment Currencies, except as otherwise agreed by both Parties;
 - ii. payments and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7 [Adjustments for Changes in Legislation] shall be made in the applicable currencies and proportions; and iii. other payments and deductions under sub-paragraphs (a) to (d) of Sub-Clause 14.3 [Application for Interim Payment Certificates] shall be made in the currencies and proportions specified in sub- paragraph (a) (i) above;
- b) payment of the damages specified in the Special Conditions of Contract, shall be made in the currencies and proportions specified in the Schedule of Payment Currencies;
- c) other payments to the Procuring Entity by the Contractor shall be made in the currency in which the sum was expended by the Procuring Entity, or in such currency as may be agreed by both Parties;
- d) if any amount payable by the Contractor to the Procuring Entity in a particular currency exceeds the sum payable by the Procuring Entity to the Contractor in that currency, the Procuring Entity may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and
- e) if no rates of exchange are stated in the Schedule of Payment Currencies, they shall be those prevailing on the Base Date and determined by the Central Bank of Kenya.

15 TERMINATION BY PROCURING ENTITY

15.1 Notice to correct any defects or failures

If the Contractor fails to carry out any obligation under the Contract, the Architect may by notice require the Contractor to make good the failure and to remedy it within 30 days.

15.2 Termination by Procuring Entity

15.2.1 The Procuring Entity shall be entitled to terminate the Contract if the Contractor breaches the contract based on following circumstances which shall include but not limited to:

- a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct],
- b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
- c) without reasonable excuse fails:
 - i. to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or ii. to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work], within 30 days after receiving it,
- d) subcontracts the major part or whole of the Works or assigns the Contract without the consent of the Procuring Entity,
- e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or
- f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an induce mentor reward:
 - i. for doing or for bearing to do any action in relation to the Contract, or
 - ii. for showing or for bearing to show favor or disfavor to any person in relation to the Contract, or
 - iii. if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such induce mentor reward as is described in this sub-paragraph (f).

However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination, or

- g) If the contract or repeatedly fails to remedy delivers defective work,
- h) based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Appendix B to these General Conditions, incompetently for or in executing the Contract.

15.2.2 In any of these events or circumstances, the Procuring Entity may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (e) or (f) or (g) or (h), the Procuring Entity may by notice terminate the Contract immediately.

15.2.3 The Procuring Entity's election to terminate the Contract shall not prejudice any other rights of the Procuring Entity, under the Contract otherwise.

15.2.4 The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.

15.2.5 After termination, the Procuring Entity may complete the Works and/ or arrange for any other entities to do so. The Procuring Entity and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.

15.2.6 The Procuring Entity shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Procuring Entity, these items may be sold by the Procuring Entity in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

15.3 Valuation at Date of Termination

As soon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

15.4 Payment after Termination

After a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Procuring Entity may:

- a) Proceed in accordance with Sub-Clause 2.5 [Procuring Entity's Claims],
- b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Procuring Entity, have been established, and/ or
- c) recover from the Contractor any losses and damages incurred by the Procuring Entity and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Procuring Entity shall pay any balance to the Contractor.

15.5 Procuring Entity's Entitlement to Termination for Convenience

The Procuring Entity shall be entitled to terminate the Contract, at any time at the Procuring Entity's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 30 days after the later of the dates on which the Contractor receives this notice or the Procuring Entity returns the Performance Security. The Procuring Entity shall not terminate the Contract under this Sub-Clause in order to execute the Works itself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor]. After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].

15.6 Fraud and Corruption

The Contractor shall ensure compliance with the Kenya Government's Anti-Corruption Laws and its prevailing sanctions.

15.7 Corrupt gifts and payments of commission

15.7.1 The Contractor shall not;

- a) Offer or give or agree to give to any person in the service of the Procuring Entity any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act in relation to the obtaining or execution of this or any other Contract for the Procuring Entity or for showing or for bearing to show favor or disfavor to any person in relation to this or any other contract for the Procuring Entity.
- b) Enter into this or any other contract with the Procuring Entity 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 Procuring Entity.

15.7.2 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 and Asset Disposal Act (2015) and the Anti-Corruption and Economic Crimes Act (2003) of the Laws of Kenya.

16 SUSPENSION AND TERMINATION BY CONTRACTOR

16.1 Contractor's Entitlement to Suspend Work

- 16.1.1 If the Architect fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or Sub-Clause 14.7 [Payment], or not receiving instructions that would enable the contractor to proceed with the works in accordance with the program, the Contractor may, after giving not less than 30 days' notice to the Procuring Entity, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.
- 16.1.2 The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2 [Termination by Contractor].
- 16.1.3 If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.
- 16.1.4 If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such Cost-plus profit, which shall be included in the Contract Price.
- 16.2 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

16.3 Termination by Contractor

- 16.3.1 The Contractor shall be entitled to terminate the Contract if:
- a) the Architect fails, within 60 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate,
 - b) the Contractor does not receive the amount due under an Interim Payment Certificate within 90 days after the expiry of the time stated in Sub-Clause 14.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Procuring Entity's Claims]),
 - c) the Procuring Entity substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,
 - d) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or
 - e) the Procuring Entity becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.
 - f) the Contractor does not receive the Architect instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].
- 16.3.2 In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Procuring Entity, terminate the Contract. However, in the case of sub-paragraph (f) or (g), the Contractor may by notice terminate the Contract immediately.
- 16.3.3 The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract otherwise.

16.4 Cessation of Work and Removal of Contractor's Equipment

After a notice of termination under Sub-Clause 15.5 [Procuring Entity's Entitlement to Termination for Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:

- a) cease all further work, except for such work as may have been instructed by the Architect for the protection of life or property or for the safety of the Works,
- b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and
- c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

16.5 Payment on Termination

After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Procuring Entity shall promptly:

- a) Return the Performance Security to the Contractor,
- b) pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release], and
- c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

17 RISK AND RESPONSIBILITY

17.1 Indemnities

17.1.1 The Contractor shall indemnify and hold harmless the Procuring Entity, the Procuring Entity's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- a) Bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and
- b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

17.1.2 The Procuring Entity shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property], unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the contractor, the contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

17.2 Contractor's Care of the Works

17.2.1 The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Procuring Entity. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Procuring Entity.

- 17.2.2 After responsibility has accordingly passed to the Procuring Entity, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.
- 17.2.3 If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 17.3 [Procuring Entity's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.
- 17.2.4 The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.

17.3 Procuring Entity's Risks

The risks referred to in Sub-Clause 17.4 [Consequences of Procuring Entity's Risks] below, in so far as they directly affect the execution of the Works in Kenya, are: a) War hostilities (whether war be declared or not),

- b) rebellion, riot, commotion or disorder, terrorism, sabotage by persons other than the Contractor's Personnel,
- c) explosive materials, ionizing gradiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such explosives, radiation or radio-activity,
- d) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds,
- e) use or occupation by the Procuring Entity of any part of the Permanent Works, except as may be specified in the Contract,
- f) design of any part of the Works by the Procuring Entity's Personnel or by others for whom the Procuring Entity is responsible, and
- g) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.

17.4 Consequences of Procuring Entity's Risks

- 17.4.1 If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Architect and shall rectify this loss or damage to the extent required by the Engineer.
- 17.4.2 If the Contractor suffers delay and/ or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) Payment of any such Cost, which shall be included in the Contract Price. In the case of sub-paragraphs (e) and (g) of Sub-Clause 17.3 [Procuring Entity's Risks], Accrued Costs shall be payable.
- 17.4.3 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

17.5 Intellectual and Industrial Property Rights

- 17.5.1 In this Sub-Clause, "infringement" shall refer to an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and "claim" shall refer to a claim (or proceedings pursuing a claim) alleging an infringement.

- 17.5.2 Whenever a Party does not give notice to the other Party of any claim within 30 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.
- 17.5.3 The Procuring Entity shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:
- a) An unavoidable result of the Contractor's compliance with the Contract, or
 - b) A result of any Works being used by the Procuring Entity:
 - i. for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or
 - ii. in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.
- 17.5.4 The Contractor shall indemnify and hold the Procuring Entity harmless against and from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.
- 17.5.5 If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.
- 17.5.6 For operation and maintenance of any plant or equipment installed, the contractor shall grant a non-exclusive and non-transferable license to the Procuring Entity under the patent, utility models, or other intellectual rights owned by the contractor or a third party from whom the contractor has received the rights to grant sub-licenses and shall also grant to the Procuring Entity a non-exclusive and non-transferable rights (without the rights to sub-license) to use the know-how and other technical information disclosed to the contractor or under the contract. Nothing contained here-in shall be construed as transferring ownership of any patent, utility model, trademark, design, copy right, know-how or other intellectual rights from the contractor or any other third party to the Procuring Entity.

17.6 Limitation of Liability

- 17.6.1 Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contractor for any direct or consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4(b) [Consequences of Procuring Entity's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].
- 17.6.2 The total liability of the Contractor to the Procuring Entity, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Procuring Entity's Equipment and Free-Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in **the Special Conditions of Contract**, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.
- 17.6.3 This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

17.7 Use of Procuring Entity's Accommodation/Facilities

- 17.7.1 The Contractor shall take full responsibility for the care of the Procuring Entity provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).

- 17.7.2 If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Procuring Entity is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.

18 INSURANCE

18.1 General Requirements for Insurances

- 18.1.1 In this Clause, “insuring Party” means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.
- 18.1.2 Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Procuring Entity. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.
- 18.1.3 Wherever the Procuring Entity is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.
- 18.1.4 If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Procuring Entity shall act for Procuring Entity's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.
- 18.1.5 Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.
- 18.1.6 The relevant insuring Party shall, within the respective periods stated in **the Special Conditions of Contract** (calculated from the Commencement Date), submit to the other Party:
- a) Evidence that the insurances described in this Clause have been effected, and
 - b) copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].
- 18.1.7 When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer.
- 18.1.8 Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.
- 18.1.9 Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or attempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.
- 18.1.10 If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contractor fails to provide satisfactory evidence and copies of policies in accordance with this Sub-Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.

- 18.1.11 Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Procuring Entity, under the other terms of the Contract otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Procuring Entity.
- 18.1.12 Procuring Entity in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.
- 18.1.13 Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Procuring Entity's Claims] or Sub-Clause 20.1 [Contractor's Claims], as applicable.
- 18.1.14 The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 18) with insurers from any eligible source country.

18.2 Insurance for Works and Contractor's Equipment

- 18.2.1 The insuring Party shall insure the Works, Plant, Material and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under sub-paragraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.
- 18.2.2 The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).
- 18.2.3 The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.
- 18.2.4 Unless otherwise stated in the Special Conditions, insurances under this Sub-Clause:
- a) Shall be effected and maintained by the Contractor as insuring Party,
 - b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,
 - c) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Procuring Entity's Risks],
 - d) shall also cover, to the extent specifically required in the tendering documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Procuring Entity of another part of the Works, and loss or damage from the risks listed in sub-paragraphs (c), (g) and (h) of Sub-Clause 17.3 [Procuring Entity's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated **in the Special Conditions** of Contract (if an amount is not so stated, this sub-paragraph (d) shall not apply), and
 - e) may however exclude loss of, damage to, and reinstatement of:
 - i. a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in sub-paragraph (ii) below),
 - ii. a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,
 - iii. a part of the Works which has been taken over by the Procuring Entity, except to the extent that the Contractor is liable for the loss or damage, and
 - iv. Goods while they are not in Kenya, subject to Sub-Clause 14.5 [Plant and Materials intended for the Works].

- 18.2.5 If, more than one year after the Base Date, the cover described in sub-paragraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Procuring Entity, with supporting particulars. The Procuring Entity shall then (i) be entitled subject to SubClause 2.5 [Procuring Entity's Claims] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 18.1 [General Requirements for Insurances].

18.3 Insurance against Injury to Persons and Damage to Property

- 18.3.1 The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring

before the issue of the Performance Certificate.

- 18.3.2 This insurance shall be for a limit per occurrence of not less than the amount stated in **the Special Conditions of Contract**, with no limit on the number of occurrences. If an amount is not stated in the **Special Conditions of Contract**, this Sub-Clause shall not apply.

- 18.3.3 Unless otherwise stated in the Special Conditions, the insurances specified in this Sub-Clause:

- a) Shall be effected and maintained by the Contractor as insuring Party,
- b) shall be in the joint names of the Parties,
- c) shall be extended to cover liability for all loss and damage to the Procuring Entity's property (except things insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and
- d) may however exclude liability to the extent that it arises from:
 - i. the Procuring Entity's right to have the Permanent Works executed on, over, under, in or
 - ii. through any land, and to occupy this land for the Permanent Works,
 - iii. damage which is an unavoidable result of the Contractor's obligations to execute the
 - iv. Works and remedy any defects, and
 - v. a cause listed in Sub-Clause 17.3 [Procuring Entity's Risks], except to the extent that cover is available at commercially reasonable terms.

18.4 Insurance for Contractor's Personnel

- 18.4.1 The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.
- 18.4.2 The insurance shall cover the Procuring Entity and the Architect against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Procuring Entity or of the Procuring Entity's Personnel.
- 18.4.3 The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

19 FORCE MAJEURE

19.1 Definition of Force Majeure

- 19.1.1 In this Clause, "Force Majeure" means an exceptional event or circumstance:

- a) Which is beyond a Party's control,
- b) Which such Party could not reasonably have provided against before entering into the Contract,

- c) which, having arisen, such Party could not reasonably have avoided or overcome, and
- d) which is not substantially attributable to the other Party.

19.1.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
- c) riot, commotion, disorder, strike or lock out by persons other than the Contractor's Personnel,
- d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

19.2 Notice of Force Majeure

19.2.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

19.2.2 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

19.2.3 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

19.3 Duty to Minimize Delay

Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

19.4 Consequences of Force Majeure

19.4.1 If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/ or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 [Definition of Force Majeure] and, in sub-paragraphs (ii) to (iv), occurs in Kenya, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment].

19.4.2 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

19.5 Force Majeure Affecting Subcontractor

If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

19.6 Optional Termination, Payment and Release

- 19.6.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].
- 19.6.2 Upon such termination, the Architect shall determine the value of the work done and issue a Payment Certificate which shall include:
- a) the amount payable for any work carried out for which a price is stated in the Contract;
 - b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Procuring Entity when paid for by the Procuring Entity, and the Contractor shall place the same at the Procuring Entity's disposal;
 - c) other Cost or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
 - d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and
 - e) the Cost of repatriation of the Contractor's staff and lab or employed wholly in connection with the Works at the date of termination.

19.7 Release from Performance

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- (a) The Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- (b) The sum payable by the Procuring Entity to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.

20 SETTLEMENT OF CLAIMS AND DISPUTES

20.1 Contractor's Claims

- 20.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 20.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this SubClause shall apply.
- 20.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 20.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at an other location acceptable to the Engineer. Without admitting the Procuring Entity's liability, the Architect may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/ or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Architect to inspect all these records and shall (if instructed) submit copies to the Engineer.

- 20.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Architect fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/ or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect: a) This fully detailed claim shall be considered as interim;
- b) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/ or amount claimed, and such further particulars as the Architect may reasonably require; and
 - c) The Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.
- 20.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Architect and approved by the Contractor, the Architect shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 20.1.7 Within the above defined period of 42 days, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/ or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.
- 20.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
- 20.1.9 If the Architect does not respond within the time frame defined in this Clause, either Party may consider that the claim is rejected by the Architect and any of the Parties may refer the dispute for amicable settlement in accordance with Clause 20.3.
- 20.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/ or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 20.3.

20.2 Procuring Entity's Claims

- 20.2.1 If the Procuring Entity considers itself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/ or to any extension of the Defects Notification Period, the Procuring Entity or the Architect shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Procuring Entity's Equipment and Free-Issue Materials], or for other services requested by the Contractor.
- 20.2.2 The notice shall be given as soon as practicable and no longer than 30 days after the Procuring Entity became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.
- 20.2.3 The particulars shall specify the Clause or other basis of the claim and shall include substantiation of the amount and/ or extension to which the Procuring Entity considers itself to be entitled in connection with the Contract. The Architect shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the amount (if any) which the Procuring Entity is entitled to be paid by the Contractor, and/ or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of Defects Notification Period].

20.2.4 This amount may be included as a deduction in the Contract Price and Payment Certificates. The Procuring Entity shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.

20.3 Amicable Settlement

Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 20.1 above should move to commence arbitration after 60 days from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

20.4 Matters that may be referred to arbitration

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:

- a) Whether or not the issue of an instruction by the Architect is empowered by these Conditions.
- b) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- c) Any dispute arising in respect risks arising from matters referred to in Clause 17.3 and Clause 19
- d) 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 Procuring Entity and the Contractor agree otherwise in writing.

20.5 Arbitration

20.5.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.3 shall be finally settled by arbitration.

20.5.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute 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.

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

20.5.4 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.

20.5.5 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 require mentor notice had been given.

20.5.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Architect from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

20.5.7 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

20.5.8 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Architect shall not be altered by reason of any arbitration being conducted during the progress of the Works.

- 20.5.9 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

20.6 Arbitration with National Contractors

- 20.6.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or 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, on the request of the applying party, 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

- 20.6.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

20.7 Arbitration with Foreign Contractors

- 20.7.1 Arbitration with foreign contractors shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

- 20.7.2 The place of arbitration shall be a location specified in the SCC; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

20.8 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

20.9 Failure to Comply with Arbitrator's Decision

- 20.9.1 The award of such Arbitrator shall be final and binding upon the parties.
- 20.9.2 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

20.10 Contract operations to continue

Notwithstanding any reference to arbitration herein,

- 1.1.1 the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- 1.1.2 the Procuring Entity shall pay the Contractor any monies due the Contractor.

Section IX - Special Conditions of Contract

The following Special Conditions shall supplement the GCC. Whenever there is a conflict, the provisions in shall prevail over those in the GCC.

here

Conditions	Sub-Clause	Data
Part A - Contract Data		
Procuring Entity's name and address	Heading	KEWISCO Regulated Non WDT- Sacco Society Ltd, P.O. Box 4491-00200 Nairobi. West end Place, Nairobi West off Langa'ta Road, 1st Floor Email Address: Info@kewiscosacco.org
Name and Reference No. of the Contract	Heading and 1.1	Construction of the Proposed Office Block For Kewisco Non Wdt Sacco Limited On Langata South Road, Lr No. Nairobi Block 148/2102
Engineers Name and address	Heading and 3.1.1	Wherever used in these Conditions of Contract the terms Engineer or Architect shall be deemed to mean <i>Project manager: Eng BM WAMAYA. Or his Authorized representative is</i>
Contractor's Representative's name	4.3.1	
Key Personnel names	16.9.1	
Time for Completion	1.1.	<i>As quoted in the form of tender</i>
Defects Notification Period	1.1	<i>6 MONTHS</i>
Sections	1.1	<i>If Sections are to be used, refer to Table: Summary of Sections below</i>
Electronic transmission systems	1.3	Not Applicable.
Communication	1.3	Whenever the Contractor issues notices, applications, claims or any other contractual correspondences to the Engineer in accordance with the Conditions of Contract, the Contractor shall simultaneously send a copy of any such communication to the Procuring Entity.
Time for the Parties entering into a Contract Agreement	1.6	Within 30 days
Commencement Date	8.1.1	TO BE AGREED WITH PROJECT MANAGER
Time for access to the Site	2.1.1	Not earlier than 14 days prior to the Commencement Date and not later than the Commencement Date
Architect Duties and Authority	3.1.6 (b) (ii)	Variations resulting in an increase of the Accepted Contract Amount shall require approval of the Procuring Entity._Any suspension shall require the approval of the Procuring Entity.

Performance Security	4.2.1	The performance security will be in the form of a bank guarantee from a reputable bank or financial institution recognized by the Central Bank of Kenya in the amount(s) of 10% percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
Normal working hours	6.5	0800 – 1700 Hrs. (EAT)
Delay damages for the Works	8.7 & 14.15(b)	<u>0.02</u> % of the Contract Price per day.
Maximum amount of delay damages	8.7.1	<u>5</u> % of the final Contract Price.
Provisional Sums	13.6. (b)(ii)	N/A
Adjustments for Changes in Cost	13.9	There shall be no adjustment for fluctuations
Currency of Payments	14.15	All payments under the contract (including the contract price) shall be made in Kenya Shillings.
Total advance payment	14.2.1	There shall be no advance payment.
Conditions	Sub-Clause	Data
Repayment amortization rate of advance payment	14.2.5 (b)	N/A
Percentage of Retention	14.3.2 (c)	<u>10</u> %
Limit of Retention Money	14.3.2 (c)	<u>100</u> % of the Accepted Contract Amount
Plant and Materials	14.5.3(b)(i)	N/A
	14.5.3(c)(i)	N/A
Minimum Amount of Interim Payment Certificates	14.6.2	<u>10</u> % of the Accepted Contract Amount.
Publishing source of commercial interest rates for financial charges in case of delayed payment	14.8	2% above the CBK published lending rate per year
Maximum total liability of the Contractor to the Procuring Entity	17.6.2	The product of 1.15 times the Accepted Contract Amount
Periods for submission of insurance: a. evidence of insurance. b. relevant policies	18.1.6	<u>14</u> days <u>14</u> days
Maximum amount of deductibles for insurance of the Procuring Entity's risks	18.2.4 (d)	NIL
Minimum amount of third-party insurance	18.3.2	KSH 100,000,000
Force Majeure events	19.1.2	Add (f) pandemic
The place of arbitration	20.7.2	Nairobi, Kenya

SECTION X - CONTRACT FORMS

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD

FORM NO. 2 – REQUEST FOR REVIEW

FORM No. 3-LETTEROF AWARD

FORM No. 4 - CONTRACT AGREEMENT

FORM No. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

FORM No. 6- PERFORMANCE SECURITY [Option 2– Performance Bond] FORM

No. 7 - ADVANCE PAYMENT SECURITY

FORM No. 8 - RETENTION MONEY SECURITY

FORM No 1: NOTIFICATION OF INTENTION TO AWARD OF CONTRACT

This Notification of Award shall be sent to each Tenderer that submitted a Tender and was not successful. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative

- i) Name: *[insert Authorized Representative's name]* ii) Address: *[insert Authorized Representative's Address]* iii) Telephone: *[insert Authorized Representative's telephone/fax numbers]* iv) Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Date of transmission: *[email]* on *[date]* (local time)

This Notification is sent by (Name and designation) _____

3. Notification of Award

- i) Procuring Entity: *[insert the name of the Procuring Entity]* ii) Project: *[insert name of project]* iii) Contract title: *[insert the name of the contract]*
iv) ITT No: *[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender by submitting a Procurement-related Complaint in relation to the decision to award the contracts.

- a) The successful tenderers

i) Name of successful Tender _____

ii) Address of the successful Tender _____

iii) Contract price of the successful Tender Kenya Shillings _____
(in words _____)

- b) The reasons for your tender being unsuccessful are as follows:

c) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.

SNo	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
-----	----------------	--------------------------	-----------------------------------	------------------------------

1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

- a) DEADLINE: The dead line to request a debriefing expires at midnight on *[insert date]* (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - i) Attention: *[insert full name of person, if applicable]*
 - ii) Title/position: *[insert title/position]* iii) Agency: *[insert name of Procuring Entity]* iv) Email address: *[insert email address]*
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: *[insert full name of person, if applicable]* ii) Title/position: *[insert title/ position]* iii) Agency: *[insert name of Procuring Entity]* iv) Email address: *[insert email address]*
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

- e) There are four essential requirements:

- i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process and is the recipient of a Notification of Intention to Award.
- ii) The complaint can only challenge the decision to award the contract. iii) You must submit the complaint within the period stated above. iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

- i) DEADLINE: The Standstill Period is due to end at midnight on [*insert date*] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5(d) above.

If you have any questions regarding this Notification please do not hesitate to contact us.
On behalf of the Procuring Entity:

Signature:_____

Name:_____

Title/position:_____

Telephone:_____

FORM NO. 2- REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for (Tender description).

REQUEST FOR REVIEW

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

- 1.
- 2.

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

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

FORM NO 3: LETTER OF AWARD

letterhead paper of the Procuring Entity]
[date]

To: *[name and address of the Contractor]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is hereby accepted by..... *(name of Procuring Entity)*.

You are requested to furnish the Performance Security within in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature:

Name and Title of Signatory:

Name of Procuring Entity:

Attachment: *Contract Agreement*:

FORM NO 4: CONTRACT AGREEMENT

THIS AGREEMENT made the day of..... 20....., between.....
.....of..... (hereinafter “the Procuring
Entity”), of the one part, and _____ of
(hereinafter
“the Contractor”), of the other part:

WHEREAS the Procuring Entity desires that the Work known as _____ should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects there in,

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) the Notification of Award
 - b) the Form of Tender
 - c) the addenda Nos ____ (if any)
 - d) the Special Conditions of Contract
 - e) the General Conditions of Contract;
 - f) the Specifications
 - g) the Drawings; and
 - h) the completed Schedules and any other documents forming part of the contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor here by covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity here by covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects there in, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.

Signed and sealed by _____ (for the Procuring Entity)

Signed and sealed by _____ (for the Contractor).

FORM NO. 5 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: [insert name and Address of Procuring Entity]

Date: _____ *[Insert date of issue]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with (name of Procuring Entity) (the Procuring Entity as the Beneficiary), for the execution of (hereinafter called "the Contract"). _____
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of (in words),⁴ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the Day of 20.....⁵, and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

[Name of Authorized Official, signature(s) and seals/stamps]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

⁴ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.

⁵ Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM No. 6- PERFORMANCE SECURITY

[Option 2– Performance Bond]

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee in stead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Oblige (hereinafter called “the Procuring Entity”) in the amount of ~~for the payment of which sum well~~ and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____ day of _____, 20____, for in accordance with the documents, plans, specifications, and amendments there to, which to the extent here in provided for, are by reference made part here of and are here in after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, the Surety may promptly remedy the default, or shall promptly:
 - a) Complete the Contract in accordance with its terms and conditions; or
 - b) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make a available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - c) Pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions upto a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named here in or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.

6. In testimony whereof, the Contractor has here unto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly at tested by the signature of his legal representative, this day ____ of ____ 20 ____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

FORM NO. 7 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____[Insert name and Address of Procuring Entity]

Date: _____[Insert date of issue]

ADVANCE PAYMENT GUARANTEE No.: [Insert guarantee reference number]

Guarantor: [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (in words _____) is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words) ⁶ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of _____, 2, ⁷ whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

⁶ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

⁷ Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM NO. 8 – RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

Advance payment guarantee no. *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[insert reference number of the contract]* dated _____ with the Beneficiary, for the execution of _____ *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys upto the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* _____ *[insert amount in words _____]* upon receipt by us of the Beneficiary's complying demands supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or show grounds for your demand or the sum specified there in.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number _____ at *[insert name and address of Applicant's bank]*.
5. This guarantee shall expire no later than the.....Day of.....2.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

of Authorized Official, signature(s) and seals/stamps] *[Name]*

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.

²Insert a date that is twenty-eight days after the expiry of retention period after the actual completion date of the contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the Tenderer by meeting one or more of the following conditions:

- Directly or indirectly holding 25% or more of the shares.*
- Directly or indirectly holding 25% or more of the voting rights.*
- Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.*

Tender Reference No.: _____

_____ [insert identification no] Name of the

Assignment: _____ [insert name of
the assignment] to: _____ [insert complete name of Procuring Entity]

In response to your notification of award dated ____ [insert date of notification of award] to
furnish additional information on beneficial ownership: [select one option as
applicable and delete the options that are not applicable]

I) We hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

- ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or*

indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer.

OR

We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Tenderer shall provide explanation on why it is unable to identify any Beneficial Owner]

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Tenderer]”

Name of the Tenderer:[insert complete name of the Tenderer]_____*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Title of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of..... [Insert month], [insert year]

**FORM NO. 10 MANDATORY PRE-TENDER SITE VISIT ATTENDANCE
CERTIFICATE**

(Original signed copy to be attached in submitted tender document as proof of attendance)

1. This is to certify that
..... (Name of the Bidder's Authorised Representative), being the
Authorised Representative /Agents of

.....
..... (Name of the Bidder) has undertaken the inspection of the site in accordance with the
Instructions to Tenderers, for purposes of bidding for Proposed Office Block Construction For
Kewisco Regulated Non Wdt Sacco Limited On Lr No. 148/2102, Lang'ata South Road, Off
Lang'ata-Karen Road Nairobi.

2. Having studied the Tender Documents, I carefully examined the site to make myself familiar
with the local conditions likely to influence the works and cost thereof.

3. I further certify that I am satisfied with the description of the works and that I understand
perfectly the scope of the works as specified and implied in the performance of the Contract

Signed Date
Bidder's (Representative)

Name Designation.....

Signed Date
.....

Filled and signed by KEWISCO representative presiding the pre-bid site visit