



REPUBLIC OF KENYA

TENDER NO. PSC/006/2017-2018

FOR

**PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE
BLOCK ON PLOT LR. NO. 209/11456**

FOR

**PARLIAMENTARY SERVICE COMMISSION
(WP ITEM NO D29NB/NBI 901 – JOB NO 7753C)**

TECHNICAL TENDER DOCUMENTS

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AUGUST 2017

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INTRODUCTION

- 1.1 This standard tender document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of works (i.e. Buildings and associated Civil Engineering Works).
- 1.2 The following guidelines should be observed when using the document:-
- (a) Specific details should be furnished in the Invitation to tender and in the special conditions of contract (where applicable). The tender document issued to tenderers should not have blank spaces or options.
 - (b) The instructions to tenderers and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through Appendix to instructions to tenderers and special conditions of contract respectively.
- 1.3
- (b) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable prospective tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements
 - (c) The invitation to tender shall be as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have been prequalified following a request for prequalification.
- 1.4 The cover of the document shall be modified to include:-
- I. Tender number.
 - II. Tender name.
 - III. Name of procuring entity.
 - IV. Delete name and address of PPOA.

SECTION I

INVITATION FOR TENDERS

Tender reference No. **PSC/006/2017-2018**

Tender Name: **Proposed Interior Fit-Out for Multi-Storey Office Block**

- 1.1 The Parliamentary Service Commission (PSC) invites sealed tenders for the construction of the Proposed Interior Fit-Out for Multi-Storey Office Block.
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents from the **Procurement Office on 2nd Floor, Protection House, Parliament Road, Nairobi** during normal working hours.
- 1.3 A complete set of tender documents can be downloaded from the Parliament Website; www.parliament.go.ke or the National Treasury IFMIS portal at www.supplier.treasury.go.ke
- 1.4 There shall be a **mandatory Pre-bid Meeting on Friday, 25th August, 2017 from 11.00am in the 2nd Floor Boardroom, Protection House, at the junction of Parliament Road and Haile Selassie Avenue, Nairobi.**
- 1.5 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 150 days from the closing date of tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with **Tender name and reference number** and deposited in the **Tender Box at the Reception on 2nd Floor, Protection House, at the junction of Parliament Road and Haile Selassie Avenue, Nairobi** or be addressed to:-
**Clerk of the Senate/Secretary,
Parliamentary Service Commission,
P. O. Box 41842-00100,
NAIROBI**
so as to be received on or before **Monday, 4th September, 2017 at 11.00am.**
- 1.6 Tender documents will be opened immediately thereafter in the presence of the Candidates who choose to attend or their representatives, on **2nd Floor, Protection House, Parliament Road, Nairobi.**

**CLERK OF THE SENATE/SECRETARY,
PARLIAMENTARY SERVICE COMMISSION**

SECTION II

INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS.

1. 1. General/Eligibility/Qualifications/Joint venture/Cost of tendering

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful tenderer will be expected to complete the Works by the Intended Completion Date specified in the tender documents.
- 1.2 All tenderers shall provide the Qualification Information, a statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or has not been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender.
- 1.3 All tenderers shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 1.4 In the event that pre-qualification of potential tenderers has been undertaken, only tenders from pre-qualified tenderers will be considered for award of Contract. These qualified tenderers should submit with their tenders any information updating their original pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission.
- 1.5 Where no pre-qualification of potential tenderers has been done, all tenderers shall include the following information and documents with their tenders, unless otherwise stated:
 - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the tender to commit the tenderer:
 - (b) Total monetary value of construction work performed for each of the last five years:
 - (c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually

committed; and names and addresses of clients who may be contacted for further information on these contracts;

- (d) major items of construction equipment proposed to carry out the Contract and an undertaking that they will be available for the Contract.
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract.
- (f) reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to seek references from the tenderer's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and
- (j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

1.6 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated:

- (a) the tender shall include all the information listed in clause 1.5 above for each joint venture partner;
- (b) the tender shall be signed so as to be legally binding on all partners;
- (c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (d) one of the partners will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

1.7 To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria;

- (a) annual volume of construction work of at least 2.5 times the estimated annual cash flow for the Contract;
 - (b) experience as main contractor in the construction of at least
 - (c) two works of a nature and complexity equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);
 - (d) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;
 - (e) a Contract manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and
 - (f) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 4 months of the estimated payment flow under this Contract.
- 1.8 The figures for each of the partners of a joint venture shall be added together to determine the tenderer's compliance with the minimum qualifying criteria of clause 1.7 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.7 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's tender. Subcontractors' experience and resources will not be taken into account in determining the tenderer's compliance with the qualifying criteria, unless otherwise stated.
- 1.9 Each tenderer shall submit only one tender, either individually or as a partner in a joint venture. A tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the tenderer's participation to be disqualified.
- 1.10 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.11 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of

the Works. The costs of visiting the Site shall be at the tenderer's own expense.

- 1.12 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.13 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 1.14 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2. Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 2.4.
 - (a) These Instructions to Tenderers
 - (b) Form of Tender and Qualification Information
 - (c) Conditions of Contract
 - (d) Appendix to Conditions of Contract
 - (e) Specifications
 - (f) Drawings
 - (g) Bills of Quantities
 - (h) Forms of Securities
- 2.2 The tenderer shall examine all Instructions, Forms to be filled and Specifications in the tender documents. Failure to furnish all information required by the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderer's risk and may result in rejection of his tender.
- 2.3 A prospective tenderer making an inquiry relating to the tender documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will only respond to requests for clarification received earlier than seven days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all

tenderers. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.

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- 2.5 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders, in accordance with Clause 4.2 here below.

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English language.
- 3.2 The tender submitted by the tenderer shall comprise the following:
- (a) These Instructions to Tenderers, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications;
 - (b) Tender Security;
 - (c) Priced Bill of Quantities ;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited; and
 - (f) Any other materials required to be completed and submitted by the tenderers.
- 3.3 The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause relevant to the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the tenderer.
- 3.4 The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.

- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of sixty (60) days from the date of submission. However in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing. A tenderer may refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with Clause 3.7 - 3.11 in all respects.
- 3.7 The tenderer shall furnish, as part of the tender, a Tender Security in the amount and form specified in the appendix to invitation to tenderers. This shall be in the amount not exceeding 2 percent of the tender price
- 3.8 The format of the Tender Security should be in accordance with the form of Tender Security included in Section G - Standard forms or any other form acceptable to the Employer . Tender Security shall be valid for 30 days beyond the validity of the tender.
- 3.9 Any tender not accompanied by an acceptable Tender Security shall be rejected. The Tender Security of a joint venture must define as "Tenderer" all joint venture partners and list them in the following manner: a joint venture consisting of".....",".....",and ".....".
- 3.10 The Tender Securities of unsuccessful tenderers will be returned within 28 days of the end of the tender validity period specified in Clause 3.6.
- 3.11 The Tender Security of the successful tenderer will be discharged when the tenderer has signed the Contract Agreement and furnished the required Performance Security.
- 3.12 The Tender Security may be forfeited
 - (a) if the tenderer withdraws the tender after tender opening during the period of tender validity;

- (b) if the tenderer does not accept the correction of the tender price, pursuant to Clause 5.7;
- (c) in the case of a successful tenderer, if the tenderer fails within the specified time limit to
 - (i) sign the Agreement, or
 - (ii) furnish the required Performance Security.

3.13 Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. Alternatives will not be considered, unless specifically allowed in the invitation to tender. If so allowed, tenderers wishing to offer technical alternatives to the requirements of the tendering documents must also submit a tender that complies with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. In addition to submitting the basic tender, the tenderer shall provide all information necessary for a complete evaluation of the alternative, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tender conforming to the basic technical requirements shall be considered.

3.14 The tenderer shall prepare one original of the documents comprising the tender documents as described in Clause 3.2 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked "ORIGINAL". In addition, the tenderer shall submit copies of the tender, in the number specified in the invitation to tender, and clearly marked as "COPIES". In the event of discrepancy between them, the original shall prevail.

3.15 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the tenderer, pursuant to Clause 1.5 (a) or 1.6 (b), as the case may be. All pages of the tender where alterations or additions have been made shall be initialled by the person or persons signing the tender.

3.16 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

- 3.17 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.
- 3.18 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

4. **Submission of Tenders**

- 4.1 The tenderer shall seal the original and all copies of the tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as "ORIGINAL" and "COPIES" as appropriate. The inner and outer envelopes shall:
- 10
- (a) be addressed to the Employer at the address provided in the invitation to tender;
 - (b) bear the name and identification number of the Contract as defined in the invitation to tender; and
 - (c) provide a warning not to open before the specified time and date for tender opening.
- 4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender. However, the Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Sub-Clause 2.5 in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.
- 4.3 Any tender received after the deadline prescribed in clause 4.2 will be returned to the tenderer un-opened.
- 4.4 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 4.2. Each tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 3.13 and 4.1, with the outer and inner envelopes additionally marked "MODIFICATION" and "WITHDRAWAL", as appropriate. No tender may be modified after the deadline for submission of tenders.
- 4.5 Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended pursuant to Clause 3.6 may result in the forfeiture of the Tender Security pursuant to Clause 3.11.

4.6 Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with Clause 4.4 or be included in the original tender submission.

5. Tender Opening and Evaluation

5.1 The tenders will be opened by the Employer, including modifications made pursuant to Clause 4.4, in the presence of the tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender. Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenderers' and Employer's representatives who are present during the opening shall sign a register evidencing their attendance.

5.2 The tenderers' names, the tender prices, the total amount of each tender and of any alternative tender (if alternatives have been requested or permitted), any discounts, tender modifications and withdrawals, the presence or absence of Tender Security, and such other details as may be considered appropriate, will be announced by the Employer at the opening. Minutes of the tender opening, including the information disclosed to those present will be prepared by the Employer.

5.3 Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of Contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.

5.4 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with Clause 5.7.

5.5 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (a) meets the eligibility criteria defined in Clause 1.7;(b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one (a) which

affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

- 5.6 If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 5.7 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
 - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.
 - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected Builder's Work (i.e. Corrected tender sum less P.C. and Provisional Sums)
 - (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - (f) the amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.11.
- 5.8 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 5.5.

- 5.9 In evaluating the tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
- (a) making any correction for errors pursuant to clause 5.7;
 - (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Dayworks where priced competitively.
 - (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with clause 3.12; and
 - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with clause 4.6
- 5.10 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in tender evaluation.
- 5.11 The tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.
- 5.12 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a non-indigenous sub-contractor.

6. Award of Contract

- 6.1 Subject to Clause 6.2, the award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be (a) eligible in accordance with the provision of Clauses 1.2, and (b) qualified in accordance with the provisions of clause 1.7 and 1.8.

- 6.2 Notwithstanding clause 6.1 above, the Employer reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.
- 6.3 The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum (hereinafter and in all Contract documents called the "Contract Price") that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. At the same time the other tenderers shall be informed that their tenders have not been successful.

The contract shall be formed on the parties signing the contract.

- 6.4 The Agreement will incorporate all agreements between the Employer and the successful tenderer. Within 14 days of receipt the successful tenderer will sign the Agreement and return it to the Employer.
- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in the amount stipulated in the Appendix to Conditions of Contract and in the form stipulated in the Tender documents. The Performance Security shall be in the amount and specified form
- 6.6 Failure of the successful tenderer to comply with the requirements of clause 6.5 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.
- 6.7 Upon the furnishing by the successful tenderer of the Performance Security, the Employer will promptly notify the other tenderers that their tenders have been unsuccessful.
- 6.8 Preference where allowed in the evaluation of tenders shall not be allowed for contracts not exceeding one year (12 months)
- 6.9 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 6.10 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

- 6.11 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 6.12 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 6.13 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.
- 6.14 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.15 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 6.16 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

7. Corrupt and Fraudulent practices

- 7.1 The procuring entity requires that tenderers observe the highest standards of ethics during procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

(A) GENERAL AMMENDMENTS TO INSTRUCTIONS TO TENDERERS

Clause – 1.7 (a) delete the word “contract” and insert the word “sub contract”. Add..for purposes of calculating estimated cash flow during technical evaluation ,the value of work will be assumed to be over Ksh 500M.

Clause – 1.7 (b) delete the word “main”

Clause – 1.7 (f) Insert the word “sub” before the word contract

- Insert the phrase “(specific to this subcontract)” after the word “facilities. Delete ‘four’ and insert ‘one and half’ (1.5)

Clause – 5.12 The clause is deleted.

Clause 3.6 – Sixty (60) and insert 150 (One hundred and Fifty)

Clause 4.1 – Add –

(d) This is a two stage tender (Technical and Financial components) and the requirement in clause 4.1 (a-c) applies to both components. Bidder must clearly label the financial tender document thus “Financial Tender Document – Do not open with Technical Tender Document”

Clause 5.1 – Add – The technical bid shall be opened and evaluated. Only bidders who are successful in the technical stage will be invited to witness the opening of Financial bids. Financial bids from the unsuccessful bidders will be returned unopened as per the procurement laws.

(B) ADDITIONAL EVALUATION CRITERIA

STAGE 1: PRELIMINARY EVALUATION - MANDATORY REQUIREMENTS

| No. | Parameters / Requirements | Complied/ Not Complied |
|-----|--|---------------------------|
| M1 | Mandatory attendance of pre-bid meeting form signed and stamped by authorized personnel | |
| M2 | Must be licensed by the NCA in the Building Works category – Registration with NCA1 (CATEGORY 1 ONLY) | |
| M3 | A copy of valid certificate of Registration/ Incorporation | |
| M4 | A copy of current/valid tax compliance certificate issued by the Kenya Revenue Authority including vat/pin certificate | |
| M5 | Valid business / trade permit | |
| M6 | Must submit duly filled and signed confidential business questionnaire in the format provided | |
| M7 | Must give evidence of performing similar works in the last five years for at least five (5) reputable clients (copies of contract and completion certificate with their values). | |
| M8 | Must provide qualification and experience of at least three (3) key members of staff who will manage the assignment | |
| M9 | Must submit Audited Accounts for the last three (3) financial years | |
| M10 | Interested bidders will be required to provide a Tender Security / Bid Bond of Kshs. 1,000,000.00 from institutions approved by Public Procurement Regulatory Authority (PPRA) | |
| M11 | Submission of the Bid in two separate well labelled 'Technical Bid' and 'Financial Bid' documents, each comprising of one original and one copy of the bid. | |
| M12 | Bidders whose previous contracts (in the previous 10 years) with the Government had been terminated due to non performance will automatically be disqualified. | |
| M13 | Properly paginated, serialized and well bound tender document | |

Note: Tenders will proceed to the technical evaluation stage (two) only if they are in compliance with stage one, preliminary Evaluation

STAGE 2: TECHNICAL EVALUATION

| NO. | CRITERIA | MAX POINTS |
|-----|--|------------|
| 1 | Neatness of documents as per Tender Format i.e. i) Properly bound, and serialized of all documents without any breaks ii) Clarity of information iii) Proper labelling of contents iv) Proper referencing of contents v) Relevance of attached documents in conformity with the requested information in tender document <i>(5 marks broken down into 1 mark for each parameter)</i> | 5 |
| 2 | Experience as Main Contractor in the similar construction field of at least 5 years. i) Five Years and Above – 5 marks ii) Four Years – 4 marks iii) Three Years – 3 marks iv) Two Years – 2 marks v) One Year and below – 1 marks vi) Extra mark for 5yrs experience in office fitting and renovation works – 5 marks vii) Evidence of steel, aluminium, glass Installation and tile works – 5 marks | 15 |
| 3 | A statement of work methods (Methodology). Include charts, pictures, drawings and brief description in your illustrations <i>(marks for each concept on safety, method, execution, material testing and day work units)</i> <i>(5 extra marks for sequence and matching BOQ)</i> | 10 |
| 4 | Qualified technical staff in the company relevant to the building construction industry who will actively be involved in the proposed project. Provide employment/ appointment letters, contract of the key personnel including length of service and termination dates, CV, Academic and professional certificates and evidence of registration with relevant professional bodies and telephone contacts. i) Minimum Bachelor degree in Building or Civil Engineering or Quantity Surveyor –6 marks ii) Diploma in Building or Civil or Quantity Surveyor – 4 marks <i>(Bidders can only qualify in i or ii and iii to get</i> | 10 |

| | | |
|----|--|-----|
| | <i>maximum 10 marks)</i> | |
| 5 | <p>Number of years of gainful employment of key staff</p> <ol style="list-style-type: none"> 1. Project Manager <ol style="list-style-type: none"> i) 8 years and above 8 years – 6 marks ii) Below 8 years– 3marks 2. Project Engineer <ol style="list-style-type: none"> i) 5 years and above 5 years – 5 marks ii) Less than 5 years – 2 marks 3. General Foreman <ol style="list-style-type: none"> i) 5 years and above 3 years – 4 marks ii) Less than 5 years – 1 marks 4. Safety officer <ol style="list-style-type: none"> i) 5 years and above – 2 marks ii) Less than 5 years – 1 marks 5. Office Fitout Foreman <ol style="list-style-type: none"> iii) 5 years and above – 3marks iv) Less than 5 years – 1 marks | 20 |
| 6 | <p>Accomplishments (completed contracts): (previous & current projects) details of similar building projects undertaken successfully within the last 5 years with evidenced of 3 letters of reference from clients , certificates of occupation and completion certificates for the respective projects.(For a project to qualify it must be at least 70% complete. For projects that are not completed, letters of reference from respective Architects and Clients must be provided.</p> <ol style="list-style-type: none"> i) Above 5 projects -----5 marks ii) Two to Five projects -----3 marks iii) 1 project -----1 marks (5 extra marks for 2 similar projects done) | 10 |
| 7 | <p>Schedules of contractors equipment, tools and transport (attach proof or evidence of ownership)</p> <ol style="list-style-type: none"> i) Key equipment/tools and transport – 6 marks ii) Transport (vehicle) – 4 marks iii) No means of transport and equipment – 0 marks | 10 |
| 8 | Quality assurance policy, philosophy, certification in ISO standards OHS/QMS/membership in regulatory bodies | 5 |
| 9 | Audited financial report (last 3years) – 10 marks | 10 |
| 10 | Proof of availability of working office with functionalities (attach proof of location/ physical address; utility bills, rent, lease valid agreements etc) | 5 |
| | TOTAL | 100 |

Note: the total marks are 100%. The pass mark is 80%. Only those bidders who obtain the mandatory cut off point shall be considered for the financial evaluation.

STAGE 3: FINANCIAL EVALUATION

- i) The financial ranking of the bids will in the first instance take into consideration the ranking from lowest to highest bidder.
- ii) Evaluation in accordance with clause 1.7(a) and (f) of the instructions to Tenderers
- iii) Bidders will be evaluated against the overall estimate and percentage deviations from the estimate will be reported to assist in recommendation
- iv) In case of discrepancy between the unit price and the total price, the unit price shall prevail
- v) Errors will be calculated and the effect of the error on the overall bid shall be noted, and the effect on the bid amount reported.
- vi) The lowest financial bid meeting all the above conditions and that passed the preliminary and technical evaluation stages will be recommended for award.

SECTION IV CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.

2.2 If sectional completion is specified in the Appendix to Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date apply to any section of the Works (other than references to the Intended Completion Date for the whole of the Works).

2.3 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Letter of Acceptance,
- (3) Contractor’s Tender,
- (4) Appendix to Conditions of Contract,
- (5) Conditions of Contract,
- (6) Specifications,
- (7) Drawings,
- (8) Bill of Quantities,
- (9) Any other documents listed in the Appendix to Conditions of Contract as forming part of the Contract.

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

3. Language and Law

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

4 Project Manager's Decisions

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

5. Delegation

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

6 Communications

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

7 Subcontracting

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

8 Other Contractors

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

9 Personnel

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

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

10 Works

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

11 Safety and Temporary Works

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

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

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

12. Discoveries

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

13. Work Program

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

The Contractor shall submit to the Project Manager for approval an updated program at intervals no longer than the period stated in the Appendix to Conditions of Contract. If the Contractor does not submit an updated program within this period, the Project Manager may withhold the amount stated in the said Appendix from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted. The Project Manager's approval of the program shall not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Project Manager again at any time. A revised program shall show the effect of Variations and Compensation Events.

14. Possession of Site

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

15. Access to Site

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

16. Instructions

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

17. Extension or Acceleration of Completion Date

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

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

18. Management Meetings

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

19. Early Warning

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

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

20. Defects

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

20.2 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.

20.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Project Manager's notice. If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

21. Bills Of Quantities

21.1 The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rate in the Bills of Quantities for each item.

21.2 If the final quantity of the Work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent and provided the change exceeds 1 percent of the Initial Contract price, the Project Manager shall adjust the rate to allow for the change.

21.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bills of Quantities.

22. Variations

22.1 All variations shall be included in updated programs produced by the Contractor.

22.2 The Contractor shall provide the Project Manager with a quotation for carrying out the variations when requested to do so. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period as may be stated by the Project Manager and before the Variation is ordered.

22.3 If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

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

23. Payment Certificates, Currency of Payments and Advance Payments

- 23.1 The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.
- 23.2 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed, materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.
- 23.3 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 45 days of the date of issue of each certificate. If the Employer makes a late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.

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

shall have been completed by the time 80% of this amount is reached.

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

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

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

X¹ = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.

X¹¹ = the amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80% but not less than 20%.

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

24. Compensation Events

24.1 The following issues shall constitute Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.
- (b) The Employer modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including

the Site investigation reports), from information available publicly and from a visual inspection of the Site.

- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The effects on the Contractor of any of the Employer's risks.
- (j) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (k) Other compensation events described in the Contract or determined by the Project Manager shall apply.

24.2 If a compensation event would cause additional cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

24.3 As soon as information demonstrating the effect of each compensation event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.

24.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having co-operated with the Project Manager.

24.5 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Appendix to Conditions of Contract.

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

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

25. **Price Adjustment**

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

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

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

(i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.

(ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.

(iii) No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may

be granted as an extension of time under clause 17.0 of these Conditions.

- 25.4 The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the basic prices of materials to be permanently incorporated in the Works as determined by the J.B.C. and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
- 25.5 Upon the J.B.C. determining that any of the said basic prices are increased or decreased then the Contract Price shall be increased or decreased by the amount to be assessed by the Project Manager based upon the difference between the price set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of the relevant materials which have not been taken into account in arriving at the amount of any interim certificate under clause 23 of these Conditions issued before the date of publication of such increase or decrease.
- 25.6 No adjustment shall be made in respect of changes in basic prices of materials which occur after the date for Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.
- 25.7 The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of any materials included in the schedule of basic rates.

26. Retention

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

27. Liquidated Damages

- 27.1 The Contractor shall pay liquidated damages to the Employer at the rate stated in the Appendix to Conditions of Contract for each day that the actual Completion Date is later than the Intended Completion Date. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not alter the Contractor's liabilities.

27.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rate specified in Clause 23.30

28. Securities

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

29. Dayworks

29.1 If applicable, the Dayworks rates in the Contractor's tender shall be used for small additional amounts of Work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

29.2 All work to be paid for as Dayworks shall be recorded by the Contractor on Forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the Work being done.

29.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

30. Liability and Insurance

30.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer's risks:

- (a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to:
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
 - (ii) negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer

Or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.

30.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer's risk except loss or damage due to;

- (a) a defect which existed on or before the Completion Date.
- (b) an event occurring before the Completion Date, which was not itself the Employer's risk
- (c) the activities of the Contractor on the Site after the Completion Date.

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

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

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and
- (d) personal injury or death.

30.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.

30.5 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

30.6 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

31. Completion and taking over

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

32. Final Account

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

33. Termination

33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These

fundamental breaches of Contract shall include, but shall not be limited to, the following;

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

- 33.2 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Clause 33.1 above, the Project Manager shall decide whether the breach is fundamental or not.
- 33.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 33.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

34. Payment Upon Termination

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

therefore the Project Manager shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

35. Release from Performance

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

36. Corrupt gifts and payments of commission

The Contractor shall not;

(a) Offer or give or agree to give to any person in the service of the

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

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

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

37. Settlement Of Disputes

37.1 In case any dispute or difference shall arise between the Employer or the Project Manager on his behalf and the Contractor, either during the progress or after the completion or termination of the Works, such dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment

of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman or Vice Chairman of any of the following professional institutions;

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

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

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

- 37.5.3 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- 37.5.4 Any dispute or difference arising in respect of war risks or war damage.
- 37.6 All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.
- 37.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 37.8 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 37.9 The award of such Arbitrator shall be final and binding upon the parties.

SECTION V – APPENDIX TO CONDITIONS OF CONTRACT

THE CONTRACT

THIS SHALL BE A SUB CONTRACT BETWEEN THE WINNING BID AND THE MAIN CONTRACTOR AS PART OF SERVICES FOR ERECTION OF MULTI STOREY OFFICE BLOCK FOR THE KENYA NATIONAL ASSEMBLY

THE EMPLOYER IS

Name: PARLIAMENTARY SERVICE COMMISSION

Address: P. O BOX 41842 - 00100 NAIROBI

Name of Authorized Representative: CLERK TO SENATE/ SECRETARY TO PARLIAMENTARY SERVICE COMMISSION

Telephone: 2221291

Facsimile: +254020336589

The Project Manager is

Name: WORKS SECRETARY, STATE DEPARTMENT OF PUBLIC WORKS.

Address: P. O BOX 30743 NAIROBI.

Telephone: 020 2723101

Facsimile: 2716737

The name (and identification number) of the Sub Contract is PROPOSED INTERIOR FIT OUT FOR THE PROPOSED MULTI STOREY OFFICE BLOCK FOR PARLIAMENTARY SERVICE COMMISSION W.P. ITEM NO. D 29 NB/NB 901 JOB NO.7753C

The Works consist of INTERIOR FIT OUT TO THE MULTI STOREY OFFICE BLOCK ACCORDING TO DESIGN AND SPECIFICATIONS

The Start Date shall be AGREED WITH THE PROJECT MANAGER AND THE MAIN CONTRACTOR.

The Completion period for the works shall be 52 WEEKS FROM DATE OF COMMENCEMENT. (52 Weeks will run concurrently with the remaining Main contract period and any spill over will be factored as revision of the Main Contract period)

The following documents also form part of the Contract:
AS LISTED IN CLAUSE 2.3 OF CONDITIONS OF CONTRACT.

The Sub Contractor shall submit a revised program for the Works within
___7___ days of delivery of the Letter of Acceptance.

The Site Commencement Date shall be AGREED WITH THE PROJECT
MANAGER AND THE MAIN CONTRACTOR.

The Site is located along Harambee Avenue, within Nairobi city centre and is
defined by drawings Nos. L(00)100 to L(01) 35

The Defects Liability period is _____180_____ days and will run
concurrently with defects liability period for the Main Contract.

Other Contractors, utilities etc., to be engaged by the Employer on the Site
Include those for the execution of;

- a. As per the main contract

The minimum insurance covers to be executed with the Main Contractor shall be;

1. The minimum cover for insurance of the Works and of Plant and Materials in
respect of the Contractor's faulty design is:
2. The minimum cover for loss or damage to Equipment
3. The minimum for insurance of other property
4. The minimum cover for personal injury or death insurance
 - For the Contractor's employees is GPA
 - And for other people is GPA

The following events shall also be Compensation Events:

1. AS PER THE MAIN CONTRACT The period between Program updates is 7
days.

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

The proportion of payments retained is 10% percent.

The Limit of Retention is 5% percent.

The Price Adjustment Clause SHALL apply

The liquidated damages for the whole of the Works is Kshs. 1,000,000.00 (per
week or part thereof) as per the Main Contract

The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price-----5%----- percent (%)

The Completion Period for the Works is 52[Weeks]

The rate of exchange for calculation of foreign currency payments is **NOT APPLICABLE**

The schedule of basic rates used in pricing by the Contractor is as attached *[Contractor to attach].PRICE INCREASE WILL BE BASED ON JBC INDECES*

Advance Payment SHALL NOT BE granted.

Prices for V.A.T. should be given as a percentage at the GRAND SUMMARY PAGE

Copies of tender documents: only one copy will be required.

ALL OTHER ASPECTS SHALL BE INTERPRETED AS PER THE MAIN CONTRACT.

SECTION VI - SPECIFICATIONS

Notes for preparing Specifications

- 1.0 Specifications must be drafted to present a clear and precise statement of the required standards of materials, and workmanship for tenderers to respond realistically and competitively to the requirements of the Employer and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be permanently incorporated in the Works be new, unused, of the most recent or current models, and incorporating all recent improvements in design and materials unless provided otherwise in the Contract. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated.
- 2.0 Specifications from previous similar projects are useful and may not be necessary to re-write specifications for every Works Contract.
- 3.0 There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, urban housing, irrigation and water supply. The General Specifications should cover all classes of workmanship, materials and equipment commonly involved in constructions, although not necessarily to be used in a particular works contract. Deletions or addenda should then adapt the General Specifications to the particular Works.
- 4.0 Care must be taken in drafting Specifications to ensure they are not restrictive. In the Specifications of standards for materials, plant and workmanship, existing Kenya Standards should be used as much as possible, otherwise recognized international standards may also be used.
- 5.0 The Employer should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible to the technical solutions indicated in tender documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential tenderers.

The Employer should provide a description of the selected parts of the Works with appropriate reference to Drawings, Specifications, Bills of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and Specifications.

Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details. Technical alternatives permitted in this manner shall be considered by the Employer each on its own merits and independently of whether the tenderer has priced the item as described in the Employer's design included with the tender documents.

SECTION VII - DRAWINGS

- Note
1. A list of drawings should be inserted here
 2. The actual drawings including Site plans should be annexed in a separate booklet.
 3. Drawings can be inspected at the offices of the Consulting Architect at the address below

**MUTISO MENEZES INTERNATIONAL,
MMID STUDIO
WESTLANDS ROAD, WESTLANDS
5TH FLOOR, P.O. Box 44934-00100, NAIROBI
TEL. +254 203742710/1/2 OR 0722206193**

SECTION VIII - BILL OF QUANTITIES

Notes for preparing Bills of Quantities

1.0 The objectives of the Bills of Quantities are;

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

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

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

- (a) Preliminaries.

The preliminaries should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bill of Quantities and which are to be used for the measurement of any part of the Works.

The number of preliminary items to be priced by the tenderer should be limited to tangible items such as site office and other temporary works, otherwise items such as security for the Works which are primarily part of the Contractor's obligations should be included in the Contractor's rates.

- (b) Work Items

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

- (ii) Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking, shrinkage or waste. Quantities should be rounded up or down where appropriate.
- (iii) The following units of measurement and abbreviations are recommended for use.

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

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

(c) Daywork Schedule

A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Employer of the realism of rates quoted by the tenderers, the Daywork Schedule should normally comprise:

- (i) a list of the various classes of labour, and materials for which basic Day work rates or prices are to be inserted by the tenderer, together with a statement of the conditions under which the Contractor will be paid for Work executed on a Day work basis; and
- (ii) a percentage to be entered by the tenderer against each basic Day work Subtotal amount for labour, materials and plant representing the Contractor's profit, overheads, supervision and other charges.

(d) Provisional Quantities and Sums

- (i) Provision for quantity contingencies in any particular item or class of Work with a high expectation of quantity overrun should be made by entering specific "Provisional Quantities" or "Provisional Items" in the Bill of Quantities, and *not* by increasing the quantities for that item or class of Work beyond those of the Work normally expected to be required. To the extent not covered above, a general provision for physical contingencies (quantity overruns) should be made by including a "Provisional Sum" in the Summary of the Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a "Provisional Sum" in the Summary of the Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.
- (ii) Provisional sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialised Works should be included as a section of the main Bills of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name (s) of

the specialised firms he proposes to engage to carry out the specialized Works as his approved domestic sub-contractors. Only provisional sums to cover specialized Works by statutory authorities should be included in the Bills of Quantities.

(e) Summary

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

SECTION IX – STANDARD FORM

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

FORM OF INVITATION TO TENDER

_____ [Date]

To: _____ [Name of Contractor]
_____ [Address]

Dear Sirs,

**RE: PROPOSED INTERIOR FIT_OUT FOR MULTI-STOREY OFFICE BLOCK
FOR THE PARLIAMENTARY SERVICE COMMISSION
(WP ITEM NO BD29NB/NBI 901 – JOB NO 7753C)**

You have been invited to tender for the above project.

We hereby invite you and other short listed Category A/1 Tenderers to submit a tender for the execution and completion of the above Contract.

A complete set of tender documents may be purchased by you from The Clerk of National Assembly, P.O. Box 41482-00100 NAIROBI, upon payment of a non refundable fee of Kshs. 10,000 [*ten thousand shillings only*].

All tenders must be accompanied by security in the form and amount specified in the tendering documents, and must be delivered to The Clerk of National Assembly, P.O. Box 41482-00200, NAIROBI at or before _____
_____ [time and date]. Tenders will be opened immediately thereafter in the presence of Tenderers' representatives who choose to attend.

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

Yours faithfully,

_____ Authorized signature

_____ Name and Title

LETTER OF ACCEPTANCE (Letterhead Paper of the Employer)

_____ [Date]

To:

[Name of the Contractor]

[Address of the Contractor]

Dear Sir,

This is to notify your that your Tender dated _____ for the execution of PROPOSED INTERIOR FIT_OUT FOR MULTI-STOREY OFFICE BLOCK FOR THE KENYA NATIONAL ASSEMBLY for the Contract Price of Kshs. _____ [amount in figures] (Kenya shillings)

_____ [amount in words] in accordance with the Instructions to Tenders is hereby accepted.

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

Authorized signature

..... Name and Title of Signatory..... Attachment: Agreement

LETTER OF ACCEPTANCE (Letterhead Paper of the Employer)

_____ [Date]

To: _____
[Name of the Contractor]

[Address of the Contractor]

Dear Sir,

This is to notify your that your Tender dated _____ for the execution of PROPOSED INTERIOR FIT_OUT FOR MULTI-STOREY OFFICE BLOCK FOR THE PARLIAMENTARY SERVICE COMMISSION at the sub Contract Price of Kshs. _____ [amount in figures] [Kenya shillings] _____ [amount in words] in accordance with the Instructions to Tenders is hereby accepted.

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

Authorized signature

Name and Title of Signatory.....

Attachment: Agreement

FORM OF AGREEMENT

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

WHEREAS THE Employer is desirous that the Contractor executes
_____ [name and identification number of
Contract] [hereinafter called "the works"] located at
_____ [Place/location of the Works] and the Employer has accepted the
tender submitted by the Contractor for the execution and completion of such
Works and the remedying of any defects therein for the Contract Price of Kshs.
_____ [amount in figures], Kenya shillings
_____ [amount in words]

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Ministry of Works specifications (1976) edition
 - (vi) Drawings
 - (vii) Priced Bills of Quantities
3. In consideration of the payments to be made by the Sub-contractor to the Contractor as hereinafter mentioned, the Sub-contractor hereby covenants with the Contractor to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

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

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

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Main Contractor _____

Binding Signature of Sub Contractor _____

In the presence of (i) Name: _____

Address: _____

Signature: _____

(ii) Name: _____

Address: _____

Signature: _____

a. FORM OF TENDER SECURITY

WHEREAS [hereinafter called "the Tenderer"]
has submitted his tender dated For the construction
of [name of Contract]

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

THE CONDITIONS of this obligation are:

1. If after tender opening the Tenderer withdraws his tender during the period
of tender validity specified in the instructions to Tenderers

Or

2. If the Tenderer, having been notified of the acceptance of his tender by the
Employer during the period of tender validity:

(a) fail or refuse to execute the Form of Agreement in accordance with the
Instructions to Tenderers, if required; or

(b) fails or refuses to furnish the Performance Security, in accordance with
the Instructions of Tenderers:

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

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

[Date]

[Signature of the Bank]

[Witness]

[Seal]

PERFORMANCE BANK GUARANTEE

TO: _____ [name of Employer] _____ [Date]

_____ [Address of Employer]

Dear Sir,

WHEREAS _____ [hereinafter called "the Contractor"] has undertaken in pursuance of Contract No. _____ dated _____ to execute _____ [hereinafter called "The Works"]

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR: _____

Name of Bank: _____

Address: _____

Date: _____

BANK GUARANTEE FOR ADVANCE PAYMENT

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

Gentlemen,

RE: INTERIOR FIT_OUT FOR MULTI-STORY OFFICE BLOCK FOR THE
PARLIAMENTARY SERVICE COMMISSION.

In accordance with the provisions of the Conditions of Contract of the above mentioned Contract, We, _____ [name and address of Contractor] [hereinafter called "the Contractor"] shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs. _____ [amount of Guarantee in figures] Kenya shillings _____ [amount of Guarantee in words].

We, _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs. _____ [amount of Guarantee in figures] Kenya shillings _____ [amount of Guarantee in words], such amount to be reduced periodically by the amount recovered by you from the proceeds of the Contract.

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

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

The Guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal _____

Name of the bank or Financial Institution

Address _____

Date _____

Witness: Name: _____

Address _____

Signature _____

Date _____

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);

Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

1.2 Total annual volume of construction work performed in the last five years

| Year | Volume | |
|------|----------|-------|
| | Currency | Value |
| | | |
| | | |

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

| Project name | Name of client and contact person | Type of work performed and year of completion | Value of Contract |
|--------------|-----------------------------------|---|-------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

| Item of Equipment | Description, Make and age (years) | Condition(new, good, poor) and number available | Owned, leased (from whom?), or to be purchased (from whom?) |
|-------------------|-----------------------------------|---|---|
| | | | |
| | | | |
| | | | |
| (etc.) | | | |

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

| Position | Name | Years of experience (general) | Years of experience in proposed position |
|-----------------|-------|-------------------------------|--|
| Project Manager | | | |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| (etc.) | | | |

1.6 Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies.

1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

1.8 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.

1.9 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

1.10 Proposed program (work method and schedule) for the whole of the Works.

2 Joint Ventures

- 2.4 The information listed in 1.1 – 1.10 above shall be provided for each partner of the joint venture.
- 2.5 The information required in 1.11 above shall be provided for the joint venture.
- 2.6 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
- 2.7 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:
 - a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
 - c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer

.....

2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)

.....

3. Telephone number (s) of tenderer

.....

4. Telex address of tenderer

.....

5. Name of tenderer's representative to be contacted on matters of the tender during the tender period

.....

6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex)

.....

.....

Signature of Tenderer

Make copy and deliver to: _____(Name of Employer)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

..... Location of

business premises; Country/Town..... Plot

No..... Street/Road

Postal Address..... Tel

No..... Nature of

Business.....

Current Trade Licence No..... Expiring

date.....

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

K.
pound.....

Name of your
bankers.....

Branch.....

..... *Part 2 (a) – Sole Proprietor*

Your name in full.....

Age..... Nationality.....

Country of Origin.....

*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

| <i>Name in full</i> | <i>Nationality</i> | <i>Citizenship Details</i> |
|---------------------|--------------------|----------------------------|
| | <i>Shares</i> | |

1.....

...

2.....

...

3.....

...

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

..... Location of

business premises; Country/Town..... Plot

No..... Street/Road

Postal Address..... Tel

No..... Nature of

Business.....

Current Trade Licence No..... Expiring

date.....

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

Name of your

bankers.....

Branch.....

..... *Part 2 (a) – Sole Proprietor*

Your name in full.....

Age..... Nationality.....

Country of Origin.....

*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

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

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal

Kshs.....

Issued

Kshs.....

Give details of all directors as follows:

| <i>Name in full</i> | <i>Nationality</i> | <i>Citizenship Details*</i> |
|---------------------|--------------------|-----------------------------|
|---------------------|--------------------|-----------------------------|

Shares.

1
.....

2
.....

3
.....

4
.....

Part 2(d) – Interest in the Firm:

Is there any person / persons in(Name of Employer)
who

has interest in this firm? Yes/No.....(*Delete as necessary*)

I certify that the information given above is correct.

.....
(*Title*)

.....
(*Signature*)

.....
(*Date*)

- Attach proof of citizenship

STATEMENT OF FOREIGN CURRENCY REQUIREMENTS

(See Clause 23] of the Conditions of Contract)

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

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

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

Currency in which foreign exchange element is required:

.....

Date: The Day of 20.....

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

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

(Signature of Tenderer)

NOTE: Clause 23.6 as it relates to Foreign Currency shall not apply.
All payments shall be made in Kenya Shillings and Cents.

DETAILS OF SUB-CONTRACTORS

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

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:

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

.....

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

.....

.....

(2) Portion of Works to sublet:

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

.....

.....

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

.....

[Signature of Tenderer)

Date

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

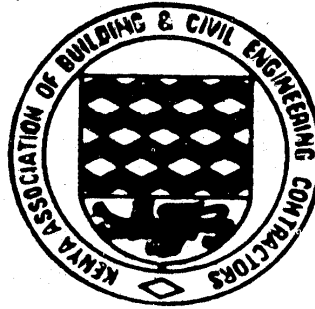
1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

SECTION X
SUB-CONTRACT AGREEMENT (KABCEC)

**AGREEMENT AND CONDITIONS
OF SUB-CONTRACT FOR
BUILDING WORKS**



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and
The Architectural Association of Kenya

June 2002 Edition

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Contractors.

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ORIGINAL
embossed stamp

COUNTERPART
embossed stamp

1.0 AGREEMENT

1.1 This agreement is made on
between
of (or whose registered office is situated at)
.....
(hereinafter called "the Contractor") of the one part
and
of (or whole registered office is situated at)
.....
(hereinafter called "the Sub-Contractor") of the other part:

1.2 SUPPLEMENTAL to an agreement(hereinafter referred to as the "the main contract")
made on
Between
.....
(hereinafter called "the Employer") of the one part and the Contractor of the other part based on the Agreement and Conditions of Contract for Building Works, published by the Joint Building Council, Kenya
..... edition.

1.3 WHEREAS the contractor is desirous of sub-letting to the Sub-Contractor
.....
.....
.....

hereinafter called "the sub-contractor works" at.....

on Land Reference No.....being part of the main contract works.

- 1.4 And whereas the Su-Contractor has supplied the Contractor with a priced copy of the bills of quantities (hereinafter referred to as "the sub-contractor bills"), where applicable, which together with the drawings numbered.....

.....
(hereinafter referred to as "the sub-contract drawings), the specifications and the conditions of sub-contract have been signed by or on behalf of the parties thereto.

And whereas the Sub-Contractor has had reasonable opportunity of inspecting the main contract or a copy thereof except the detailed prices of the Contractor included in the bills of quantities or schedule of rates.

- 1.5 And whereas the Architect, with the approval of the Employer, has nominated the Sub-Contractor to carry out the works described at clause 1.3 herein:

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1.6 For the consideration herein stated, the Sub-Contractor shall upon and subject to the conditions annexed hereto carry out and complete the sub-contract works shown upon the sub-contract drawings and described by or referred to in the sub-contract bills, specifications and in the said conditions.

- 1.7 The Contractor shall pay the Sub-Contractor the sum of the Kshs (in words).....

.....Kshs.....)
(hereinafter referred to as "the sub-contractor price") or such sum as shall become payable hereinafter at the times and in manner specified in the said conditions.

- 1.8 The term 'Architect', 'Quantity Surveyor' and 'Engineer', where applicable, shall refer to the persons appointed by the Employer to

- 1.9 Administer the sub-contract in accordance with the main contract agreement. Where applicable, reference to the Architect shall be deemed to include reference to the Engineer.
- 1.10 In the even of the need to appoint a replacement Architect, Quantity Surveyor, Engineer or other specialist (whether named in this agreement or not) the Employer shall make such appointment as soon as practicable after the need for such appointment arises and shall communicate the appointment to the Sub-Contractor through the Contract.
- 1.11 Where the sub-contract does not incorporate bills of quantities, the term "sub-contract bills" and "bills of quantities" wherever appearing shall be deemed deleted and replaced with the term "schedule of rates" as applicable.
- 1.12 The terms defined in clause 1.0 of the main contract shall have the same meaning in this sub-contract as that assigned to them therein.
- 1.13 AS WITNESS the hands of the said parties;

Signed by the said

.....(Contractor)

In the presence of

Name

Address

Signed by the said

.....(Sub-Contractor)

In the presence of

Name

Address

CONDITIONS OF SUB-CONTRACT

2.0 GENERAL OBLIGATIONS OF THE CONTRACTOR

The Contractor shall:

- 2.1 Timeously obtain from the Architect on behalf of the Sub-Contractor all drawings, necessary details, instructions and other information required by the Sub-Contractor for the proper carrying out of the sub-contract works.
- 2.2 Provide all such facilities and attend upon the Sub-Contractor as required and as provided in the specifications, bills of quantities and these conditions to the extent compatible with the provisions of the main contract
- 2.3 Observe, perform and comply with all the provisions of the main contract and of this sub-contract on the part of the Contractor to be observed, performed and complied with to ensure satisfactory completion of the sub-contract works.

3.0 GENERAL OBLIGATIONS OF THE SUB-CONTRACTOR

- 3.1 The Sub-Contractor shall be deemed to have notice of all the provisions of the main contract except the detailed prices of the Contractor included in the bills of quantities or in the schedule of rates.
- 3.2 The Sub-Contractor shall carry out and complete the sub-contract works in accordance with this sub-contract and in all respects to the reasonable satisfaction of the Contractor and of the Architect and in conformity with all reasonable directions and requirements of the Contractor regulating the due carrying out of the contract works.
- 3.3 The Sub-Contractor shall observe, perform and comply with all the provisions of the main contract on the part of the Sub-Contractor to be observed, performed and complied with so far as they relate and apply to the sub-contract works or any portion thereof and are not inconsistent with the expressions of this sub-contract as if all the same were set out herein.
- 3.4 Without prejudice to the generality of the foregoing requirements, the Sub-Contractor shall especially observe perform and comply with the provisions of clauses 9.0, 18.0, 19.0 22.0, 30.0, 31.0, 34.0 and 36.0 of the main contract as they apply to the sub-contract works

4.0 SUB-CONTRACT DOCUMENTS

- 4.1 The sub-contract documents for use in the carrying out of the sub-contract works shall be:-
 - 4.1.1 The agreement and these conditions
 - 4.1.2 The sub-contract drawings as listed in the agreement
 - 4.1.3 The sub-contract bill of quantities or schedule of rates as applicable
 - 4.1.4 The specifications as separately supplied or as contained in the sub-contract bills.
- 4.2 Upon the execution of the sub-contract, the Contractor shall register the agreement with the relevant statutory authority and pay all fees, charges, taxes, duties and all costs arising therefrom.
- 4.3 The manner of supplying contract documents, their custody, display on site and their interpretation in the event of discrepancies shall be as provided in the main contract in respect of the main contract documents with the necessary amendments made to refer to the sub-contract.

5.0 GENERAL LIABILITY OF THE SUB-CONTRACTOR

- 5.1 The Sub-Contractor shall be liable for and shall indemnify the Contractor against and from:
 - 5.1.1 Any breach, non-observance or non-performance by the Sub-Contractor, his servants or agents of any of the said provisions of the main contract and of this sub-contract.
 - 5.1.2 Any act or omission of the Sub-Contractor, his servants or agents which involve the Contractor in any liability to the Employer under the main contract
 - 5.1.3 Any claim, damage, loss or expense due to or resulting from any negligence or breach of duty on the part of the Sub-Contractor, his servants or agents.
 - 5.1.4 Any loss or damage resulting from any claim under any statute or common law by an employee of the Sub-Contractor in respect of personal injury or death arising out of or in the course of his employment.
- 5.2 Provided that nothing contained in this sub-contract shall impose any liability on the Sub-Contractor in respect of any negligence or breach of duty on the part of the Employer, the Contractor, other sub-contractors or their respective servants or agents nor create any privity of contract between the Sub-Contractor and the Employer or any other sub-contractor.

6.0 INSURANCE AGAINST INJURY TO PERSONS AND PROPERTY

- 6.1 Without prejudice to his liability to indemnify the Contractor under clause 5.0 above, the Sub-Contractor shall maintain:-
- 6.1.1 Such insurances as are necessary to cover the liability of the Sub-Contractor in respect of injury or damage to property including damage to the works arising out of or in the course of or by reason of the carrying out of the sub-contract works except for liability against the contingencies specified at clause 6.3 herein.
- 6.1.2 The insurances required under sub clause 6.1.1 and 6.1.2 above shall be placed with insurers approved by the Contractor and the Architect.
- 6.2 Notwithstanding the provisions of clause 23.0 of these conditions, the Contractor shall not be obliged to make payments to the Sub-Contractor before the said policies have been provided.
- 6.3 Where clause 13.0 of the main contract applies, the sub-contract works, including materials and goods of the sub-Contractor delivered to the works, shall as regards loss or damage by the contingencies stated at clause 13.0 therein, namely, fire, earthquake, fire following earthquake, lightning, explosion, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, be at the sole risk of the contractor. The Contractor shall cover his liability for the works by procuring insurances as required in the said clause.
- 6.4 Where clause 14.0 or 15.0 of the main contract applies, the sub-contract works, including materials and goods of the Sub-Contractor delivered to the works shall, as regards loss or damage by the contingencies stated therein be at the sole risk of the Employer. The Employer shall cover his liability for the works by procuring insurances as required in the said clause.
- 6.5 The Sub-Contractor shall observe and comply with the conditions contained in the policy or policies of insurance of the Contractor or of the Employer, as the case may be, as regards loss or damage which may be caused by the stated contingencies. For this purpose, the Contractor or the Employer as the case may be, shall avail the said policies to the Sub-Contractor for his perusal.

6.6 If any loss or damage affecting the sub-contract works or any part thereof or any unfixed goods or materials is occasioned by any one or more of the said contingencies, then,

6.6.1 The occurrence of such loss or damage shall be disregarded in computing any amounts payable to the Sub-Contractor under the sub-contract, and

6.6.2 The Sub-Contractor shall, with due diligence, restore the work damaged, replace or repair any unfixed materials or goods which have been destroyed or damaged, remove and dispose of any debris and proceed with the carrying out and completion of the sub-contract works.

6.6.3 The restoration of work damaged the replacement and repair of unfixed materials and goods and the removal of debris shall be deemed to be a variation required by the Architect. Such work shall be paid for in accordance with clause 30.0 of the main contract.

7.0 PERFORMANCE BOND

Before commencing the works, the Sub-Contractor shall provide one surety who must be an established bank or insurance company to the approval of the Contractor and who will be bound to the Contractor in the sum equivalent to ten per cent (10%) of the sub-contract price for the due performance of the sub-contract until the certified date of practical completion. Notwithstanding the provisions of clause 23.0 of these conditions, no payments shall be made to the Sub-Contractor before the said bond is provided.

8.0 POSSESSION OF SITE AND COMMENCEMENT OF WORKS

8.1 Within the period stated in the appendix to these conditions, the Contractor shall give possession of the site works to the Sub-Contractor and such access as may be necessary to enable the Sub-Contractor to commence and proceed with the sub-contract works in accordance with the sub-contract.

8.2 On or before the date for commencement of works stated in the appendix to these conditions, the Sub-Contractor shall commence the carrying out of the sub-contract works and shall proceed regularly and diligently with the same in accordance with the sub-contract programme, the main contract programme and or with the progress of the main contract works and complete on or before the date stated in the appendix to these conditions as the date for practical completion or within any extended time granted under clause 25.0 of these conditions.

9.0 ARCHITECT'S INSTRUCTIONS

9.1 The Sub-Contractor shall forthwith comply with all the instructions issued to him by the Architect, either directly or through the Contractor, in regard to any matter in respect of which the Architect is expressly empowered by the main contract conditions to issue instructions.

9.2 The manner of complying with or querying the validity of an Architect's instruction shall be as provided in clause 22.0 of the main contract. The Sub-Contractor shall not be obliged to carry out instructions not issued in the manner provided therein.

10.0 VARIATIONS

10.1 The term "variation" shall have the meaning assigned to it at clause 30.0 of the main contract.

10.2 The valuation of variations shall be made by the Quantity Surveyor in accordance with sub-clause 30.6 of the main contract.

10.3 Effect shall be given to the measurement and valuation of variations in interim certificates and by the adjustment of the sub-contract price.

11.0 LIABILITY FOR OWN EQUIPMENT

The construction equipment and other property belonging to or provided by the Sub-Contractor and brought onto the site for carrying out the works shall be at the sole risk of the Sub-Contractor. Any loss or damage to the same or caused by the same shall, except for any loss or damage due to any negligence, omission or default of the Contractor, be at the sole risk of the Sub-Contractor who shall indemnify the Contractor against loss, damage or claims in respect thereof. Insurance against any such loss, damage or claims shall be the sole responsibility of the Sub-Contractor.

12.0 PROVISION OF FACILITIES BY THE CONTRACTOR

12.1 Where provided in the main contract, the Contractor shall supply at his own cost all necessary water, lighting, electric power, telephones and security required for the sub-contract works. Where not so provided, the Sub-Contractor shall provide the said services at his own cost.

12.2 Except as otherwise provided in the main contract, the Sub-Contractor shall construct at his own expense all necessary workshops, stores, offices, workers' accommodation and other temporary buildings required for the carrying out of the works at such places on site as the Contractor shall identify. The Contractor undertakes to give the sub-Contractor the required space and all reasonable facilities for such construction. Upon practical completion of the works, the Sub-contractor shall remove the said facilities and reinstate disturbed surface to the satisfaction of the Contractor.

12.3 The Contractor shall provide, without charge, general attendance to the Sub-Contractor to facilitate the carrying out of the works which attendance shall include facilities for access to and movement within the site and sections or parts of the building or buildings where the sub-contract works are being carried out, the use of temporary roads, paths and access ways, sanitary and welfare facilities.

12.4 The Contractor shall permit the Sub-Contractor to use, without charge, at all reasonable times, any scaffolding and hoisting equipment belonging to or provided by the Contractor while it remains so erected upon the site. The use by the Sub-Contractor of any other equipment, facilities or services provided by the Contractor for the works shall be subject to private arrangements between the parties hereto and shall not be regulated by these conditions.

12.5 Provided that such use of the scaffolding and hoisting equipment shall be on the express condition that no warranty or other liability on the part of the Contractor shall be created or implied in regard to fitness, condition or suitability for the intended purpose except that the Sub-Contractor shall be liable for any damage caused thereto or thereby.

12.6 Where required, the Contractor shall provide the facilities, equipment and the like and carry out any necessary builder' works within a reasonable time of the request by the Sub-Contractor to enable timely performance of the sub-contract.

13.0 LIABILITY FOR OWN WORK

13.1 The Contractor and the Sub-Contractor shall be liable for the due carrying out of their respective works in accordance with their respective contracts without causing damage or injury to the works of the other sub-contractors, and in particular:

13.2 Should the carrying out of the sub-contract works cause injury or damage to the main contract works, or to the work of the other sub-contractors, the Sub-contractor shall rectify the damage so caused at his own cost.

13.3 Should the carrying out of the main contract works cause damage or injury to the sub-contract works, the Contractor shall rectify the damage at his own cost.

13.4 If in the course of carrying out the sub-contract works, the Sub-Contractor is required to carry out work not included in his sub-contract by reason of any materials of workmanship not being in accordance with the main contract or with other sub-contracts, the Contractor shall reimburse the Sub-Contractor the expenses incurred therein.

14.0 CO-OPERATION IN USE OF FACILITIES

- 14.1 The Contractor and the Sub-Contractor undertake to co-operate with each other and co-ordinate work arrangements and procedures required in carrying preventing interference, disruption or disturbance to the progress of the works or to the activities of other sub-contractors.
- 14.2 The Contractor and the Sub-Contractor undertake not to wrongfully use or interfere with equipment, scaffolding, appliances, ways, temporary works, temporary buildings and other property belonging to or provided by the other part or by other sub-contractors.
- 14.3 Provided that nothing contained in this clause shall prejudice or limit the rights of the Contractor or of the sub-Contractor in carrying out their respective statutory and or contractual duties under this sub-contract or under the main contract.

15.0 ASSIGNMENT AND SUBLETTING

- 15.1 Neither the Contractor nor the Sub-Contractor shall, without the written consent of the other and the Employer, assign this sub-contract.
- 15.2 The Sub-Contractor shall not sub-let the whole of the works without the written consent of the Contractor and the Architect.
- 15.3 Provided that any assignment and any sub-contracts as well as this sub-contract shall terminate immediately upon (for whatever reason) of the main contract.

16.0 WORK PRIOR TO APPOINTMENT OF CONTRACTOR

- 16.1 Where the Sub-Contractor is appointed before the Contractor is appointed, any work done by the Sub-Contractor prior to the said appointment shall be treated as a separate contract between the Employer and the Sub-Contractor and shall be valued by the Quantity Surveyor and paid for directly by the Employer without the involvement of the Contractor.
- 16.2 Where the Sub-Contractor is appointed before the Contractor is appointed, the Sub-Contractor shall be permitted, when the identity of the Contractor is known and within 30 days thereof, to raise objections (on reasonable grounds) against entering into a sub-contract with the Contractor
- 16.3 Where work which is outside the sub-contract is ordered directly by Employer or the Architect, that work shall be treated as a separate contract between the Sub-Contractor and the Employer and shall be valued and paid for directly to the Sub-Contractor in accordance with sub-clause 16.1 herein without the involvement of the Contractor. The cost of equipment, facilities and the like provided by the Contractor to the Sub-contractor and any builder's work carried out by the Contractor with regard to such work shall be paid directly by the Sub-Contractor to the Contractor.

17.0 SUB-CONTRACTOR DESIGN

Where the sub-contract includes a design component by the Sub-Contractor, the design shall be to the approval of the Architect and the Employer. Notwithstanding and approvals, the Sub-Contractor shall be liable directly to the Employer for any consequences of failure of the design to comply with the requirements of the Employer or to be fit or suitable for the purposes for which the sub-contract works or the relevant part thereof were intended.

18.0 SPECIFICATION OF GOODS, MATERIALS AND WORKMANSHIP

18.1 All materials, goods and workmanship shall, so far as procurable, be of the respective kinds and standards described in the sub-contract bills, specifications and drawings.

18.2 The provisions of clause 23.0 of the main contract regulating the procurement, specification and quality assurance of materials, processes and workmanship and the requirements of clause 24.0 therein dealing with the provision of samples and the carrying out of specified tests shall apply to the sub-contract in the same manner as they apply to the main contract.

19.0 COMPLIANCE WITH STATUTORY AND OTHER REGULATIONS

The Sub-Contract shall comply with all statutory and other regulations of competent authorities regulating the carrying out of the works in accordance with the provisions of clause 17.0 of the main contract, as applicable.

20.0 ROYALTIES AND PATENT RIGHTS

20.1 All royalties or other sums payable in respect of the supply and use of any patented articles, processes or inventions in carrying out the works as described by or referred to in the sub-contract bills, specifications or drawings shall be deemed to have been included in the sub-contract price.

20.2 The provision of clause 25.0 of the main contract dealing with the same shall apply to the sub-contract in the same manner as they apply to the main contract.

21.0 ANTIQUITIES AND OTHER OBJECTS OF VALUE

All fossils, antiquities and other objects of interest or value which may be found on the site or in excavating the same during the progress of the sub-contract shall be dealt with in accordance with the provisions of clause 44.0

of the main contract.

22.0 SUSPENSION OF WORKS

- 22.1 An instruction by the Architect to postpone or suspend the works under clause 28.0 of the main contract shall have the same effect on the sub-contract works as it has on the main contract works.
- 22.2 If the suspension arises due to default by the contractor and the sub-contract works are adversely effected by the suspension, the sub-contractor shall be entitled to reimbursement by the contractor of all expenses arising therefrom.
- 22.3 If the suspension arises due to default by the sub-contractor, the sub-contractor shall be liable to the contractor for all expenses arising therefrom.
- 22.4 A notice by the contractor to suspend the works under clause 29.0 of the main contract shall have the same effect on the sub-contract works as it has on the main contract works.
- 22.5 Should the sub-contract works be adversely affected by suspension under clause 29.0 of the main contract, the sub-contractor shall be entitled to the remedies provided for at clauses 25.0 and 26.0 of this sub-contract.

23.0 PAYMENTS

- 23.1 Procedures for originating and processing applications for payments and payment certificates as regards the sub-contract works shall be the same as those prescribed for the Contractor in the main contract at clause 34.0. All references therein to the contractor shall be deemed to include references to the Sub-contractor.
- 23.2 Before submitting an application for payment to the Quantity Surveyor in accordance with clause 34.1 of the main contract, the Contractor shall give the Sub-Contractor a notice of not less than 7 days to submit the details of the amounts which the Sub-Contractor considers himself entitled to for the relevant period. Such details, when received, shall be annexed to the said Contractor's application.
- 23.3 Where it is necessary to measure the sub-contract works for purpose of interim valuation or for the preparation of the final account, the Quantity Surveyor shall give the Sub-Contractor a reasonable opportunity to be present at the time of the measurements and to take notes and measurements as he may require.
- 23.4 Neither the Quantity Surveyor nor the Architect shall be bound to issue a valuation or a payment certificate in respect of the sub-contract works, as the case may be, whose value is less than the amount stated in the appendix to these conditions as the minimum amount of a payment certificate before the issue of the certificate of practical completion of the main contract or of the sub-contract, as applicable.

- 23.5 Provided that where the minimum amount of a certificate inserted in the appendix to these conditions has been achieved but the corresponding minimum inserted in the appendix to the main contract in respect of the Contractor's work has not been achieved, or the Contractor has not applied for payment within the stated period, the Architect may with the consent of the Contractor, issue a payment certificate directly to the Sub-Contractor for payment by the Employer.
- 23.6 Within 7 days of receipt by the Contractor of payment by the Employer, the Contractor shall notify and pay to the Sub-Contractor the total value certified therein in respect of the sub-contract works less the portion of the retention money attributable to the sub-contract works and less amounts previously paid to the Sub-Contractor.
- 23.7 Where certificates are not paid by the Employer within the prescribed period, the Sub-Contractor shall be entitled to be paid by the Contractor, upon receipt of payment from the Employer, the interest certified for the delay in accordance with sub-clause 34.6 of the main contract in respect of the portion of the sub-contract works included in the certificate.
- 23.8 Where the Contractor has received payment from the Employer but has not released the appropriate amount to the Sub-Contractor within the stated period, the Contractor shall pay to the Sub-Contractor in addition to the amount not paid, simple interest on the unpaid amount for the period it remains unpaid at the commercial bank lending rate in force during the period of default.
- 23.9 If, upon application by the Sub-Contractor and Architect agree, or if the Contractor fails to make payment to the Sub-Contractor in accordance with sub-clause 23.6 herein and continues such default for 14 days thereafter, the Architect may issue a payment certificate directly to the Sub-Contractor for payment by the Employer, where applicable, and deduct the amount from subsequent payment to the Contractor.
- 23.10 Upon the issue of the certificate of practical completion and the release of one half of the total amount of the retention of money to the Contractor, the Contractor shall pay the portion attributable to the sub-contract to the Sub-Contractor within 7 days of receipt of the payment.
- 23.11 Upon the issue of the certificate of rectification of defects and receipt of the balance of the retention money by the Contractor, the Contractor shall pay the balance of the portion of the retention money attributable to the sub-contract to the Sub-Contractor within 7 days of receipt of the payment.
- 23.12 The sub-contract final account shall be agreed between the Sub-Contractor, the Contractor, the Quantity Surveyor and the Architect and shall be annexed to the Contractor's final accounts which shall be agreed as provided for in the main contract. For purpose of finalizing the accounts, the Quantity Surveyor may request the Sub-Contractor to submit further documents as he may deem necessary.

23.13 The final certificate issued under sub-clause 34.21 of the main contract shall be final and binding on the Sub-Contractor in the same manner it is binding on the Contractor.

23.14 If the Architect desires to secure final payment to the Sub-Contractor before final payment is due to the Contractor, the provisions of sub-clause 31.10 of the main contract shall apply.

23.15 The Contractor shall be entitled to deduct from or set off against any money due from him to the Sub-Contractor in interim certificates any sum or sums which the Sub-Contractor is liable to pay to the Contractor arising under or in connection with the sub-contract.

24.0 PRACTICAL COMPLETION AND DEFECTS LIABILITY

24.1 The Sub-Contractor shall proceed with the works regularly and diligently and complete the same within the period stated in the appendix to this sub-contract or within such extended period as may be granted under clause 25.0 of this sub-contract.

24.2 Where the sub-contract works are to be completed in sections or where the sub-contract works are to be completed in advance of the main contract works, the provisions of clause 42.0 of the main contract shall apply, as appropriate, to the sub-contractor in the same manner as they apply to the main contract.

24.3 The procedures for certifying practical completion and for dealing with defects in the sub-contract works as well as the main contract works are as prescribed at clause 41.0 of the main contract. Upon the issue of the certificate of practical completion of the whole of the works or of the sub-contract works, as applicable, the Sub-contractor shall be entitled to release of one half of the retention money attributable to the sub-contract works within 7 days after the Contractor has received payment.

24.4 The balance of the retention money shall be released to the Sub-Contractor after the defects appearing in the works have been rectified in accordance with sub-clause 41.6 and 41.7 of the main contract and after the Contractor has received the said payment as provided for in sub-clause 34.16.3 of the main contract.

25.0 EXTENSION OF TIME

25.1 Upon it becoming reasonably apparent that the progress of the sub-contract works is or will be delayed, the Sub-Contractor shall forthwith give written notice of the cause of the delay to the Contractor and to the Architect with supporting details showing the extent of delay caused or likely to be caused. Thereafter, the Architect shall evaluate the information supplied by the Sub-Contractor and if in his opinion the completion of the works is likely to be or has been delayed beyond

the date for practical

completion stated in the appendix to these conditions or beyond any extended time previously fixed under this clause, by any of the reasons entitling the Contractor to extension of time under sub-clause 36.1 of the main contract, then the Architect shall, so soon as he is able estimate the length of the delay beyond the date or time aforesaid, recommend to the Contractor a fair and reasonable extension of time to be granted for the completion of the sub-contract works.

25.2 Thereupon, the Contractor shall grant in writing to the Sub-Contractor the recommended time. Provided that the Contractor shall not grant any extension of time to the Sub-Contractor without the written recommendation of the Architect. And provided that the Sub-Contractor shall constantly use his best endeavours to prevent delay and shall do all that may be reasonably required to proceed with the works.

25.3 The procedures for dealing with requests for extension of time and the observance of time limits prescribed at clause 36.0 of the main contract shall apply to the sub-contract in the same manner as they apply to the main contract.

26.0 LOSS AND EXPENSE CAUSED BY DISTURBANCE OF REGULAR PROGRESS

26.1 If upon written application being made by the Sub-Contractor to the Contractor and to the Architect, the Architect is of the opinion that the Sub-Contractor has been involved in direct loss and or expense, for which he would not be reimbursed by a payment made under any other provision in this sub-contract, by reasons of the regular progress of the sub-contract works or any part thereof having been materially affected by any of the reasons which would entitle the Contractor to reimbursement under clause 37.0 of the main contract, the Quantity Surveyor shall assess the amount of such loss and or expense.

26.2 Any amount so assessed shall be added to the sub-contract price and if an interim certificate is issued after the date of assessment, any such amount shall be added to the amount which would otherwise be stated as due in such certificate as regards the Sub-Contractor's entitlement.

26.3 The procedures for dealing with loss and or expense claims prescribed at clause 37.0 of the main contract shall apply to the sub-contract in the same manner as they apply to the main contract, as appropriate.

27.0 DAMAGES FOR DELAY IN COMPLETION

- 27.1 If the Sub-Contractor fails to complete the sub-contract works by the date for practical completion stated in the appendix to these conditions or within any extended time fixed under clause 25.0 herein, and the Architect certifies in writing that in his opinion the same ought reasonably so to have been completed, then the Sub-Contractor shall pay or allow to the Contractor a sum calculated at the rate stated in the said appendix as liquidated damages for the period during which the works shall so remain or have remained incomplete.
- 27.2 The Contractor may deduct such sum from any money due or to become due to the Sub-Contractor under the sub-contract or remove the same the Sub-Contractor as a debt. Provided that the Contractor shall not be entitled to recover any liquidated damages from the Sub-Contractor without first obtaining the Architect's certificate of delay prescribed herein.

28.0 FLUCTUATIONS

- 28.1 Unless otherwise stated in the sub-contract bills or specifications, the sub-contract price shall be deemed to have been calculated to include all duties and taxes imposed by statutory and other competent authorities in the country where the works are being carried out, and
- 28.2 The sub-contract price shall be deemed to be based on currency exchange rates current at the date of tender as regards materials or goods to be specifically imported for permanent incorporation in the works.
- 28.3 Should duties, taxes and exchange rates vary during the period of the contract, compensation thereof shall be calculated in accordance with sub-clause 35.1 and 35.2 of the main contract.
- 28.4 Compensation for change in prices of goods and materials incorporated in the works and in the rates of wages provided for at sub-clause 35.3, 35.4 and 35.5 of the main contract shall not apply to the sub-contract unless specifically provided for in the bill of quantities or specifications.

29.0 TERMINATION OF MAIN CONTRACT

- 29.1 If, for any reason, the contractor's employment is terminated either under clause 38.0, 39.0 or 40.0 of the main contract, this sub-contract shall thereupon also terminate.
- 29.2 Upon termination, the sub-contractor shall cease all work and vacate the site. He shall not remove any equipment or any materials brought onto the site for the carrying out of the works without the written approval of the contractor and the Architect
- 29.3 Where the termination of the main contract occurs without the default of the sub-contractor, the sub-contractor shall be paid by the contractor for work done in the like manner as the Contractor is paid at clause 39.5 of the main contract.

29.4 Where the termination of main contract arises from the default by the sub-contractor, the adjustment of the sub-contract accounts shall be performed in the like manner as is provided at sub-clause 38.8 of the main contract regarding the main contract accounts.

30.0 TERMINATION OF SUB-CONTRACT.

30.1 Without prejudice to any other rights and remedies which the contractor may possess, if the sub-contractor shall make default in any one or more of the respects which would entitle the employer to terminate the main contract under clause 38.0 therein, the contractor shall give the sub-contractor a notice, with a copy to the Architect and to the employer by registered post of recorded delivery specifying the default. Should the sub-contractor continue the default for 14 days after receipt of such notice or at any time thereafter repeat such default and should the Architect certify that the sub-contractor is in default, the contractor may terminate the Sub-contract forthwith after the expiry of the notice provided that the notice is not given unreasonably or vexatious. The termination letter shall be copied to the Architect and to the Employer.

30.2 Where the sub-contract is terminated due to the default of the sub-contractor as in sub-clause 30.1 herein, the adjustment of sub-contract accounts shall be performed in the like manner as is provided at sub-clause 38.8 of the main contract regarding the main contract accounts.

30.3 Without prejudice to any other rights and remedies which the Sub-Contractor may possess, if the Contractor shall make default in one or more of the respects which, if committed by the Employer, would entitle the contractor to terminate the main contract under clause 39.0 therein, the Sub-Contractor shall give the Contractor a notice, with a copy to the Architect and to the Employer, by registered post or recorded delivery specifying the default. Should the contractor continue the default for 14 days after receipt of such notice or at any time thereafter repeat such default, and should the Architect certify that the contractor is in default, the Sub-Contractor may terminate the sub-contract forthwith after expiry of the notice, provided that the notice is not given unreasonably or vexatiously. The termination letter shall be copied to the Architect and to the Employer.

30.4 If the Sub-Contract is terminated due to the default of the Contractor as in sub-clause 30.3 herein, the Contractor shall pay the sub-contractor for work done in the like manner as the Contractor would be paid at sub-clause 39.5 of the main contract where the termination is done by the Contractor.

30.5 Where the sub-contract is terminated due to the default of the Contractor, all expenses arising from the termination shall be done wholly by the Contractor and the termination shall not create any liability on the Employer.

30.6 Where the sub-contract is terminated due to the default of the Sub-Contractor, the sub-contractor shall be liable to the contractor for all expenses arising therefrom.

31.0 SETTLEMENT OF DISPUTES

- 31.1 In case any dispute or difference shall arise between the Contractor and Sub-Contractor, either during the progress or after the completion or abandonment of the sub-contract works, such dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within 30 days of the notice.
- 31.2 The dispute shall be referred to the arbitration and final decision of a person to be agreed by the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointment by the Chairman or Vice Chairman of the Architectural Association of Kenya or the Chairman or Vice Chairman of The Chartered Institute of Arbitrators, Kenya Branch, at the request of the applying party.
- 31.3 The arbitration may be on the construction of this sub-contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith including the rights and liabilities of the parties during the currency of the sub-contract and subsequent to the termination of the sub-contract.
- 31.4 Where the sub-contractor is aggrieved by the manner in which the Architect has exercised or failed to exercise his powers stipulated in the main contract, or in the sub-contact or by any action or inaction of the Employer, and in particular, if he is aggrieved by:
 - 31.4.1 The failure or refusal of the Architect to recommend to the contractor an extension of sub-contract time, or
 - 31.4.2 The extend of the recommended time, or
 - 31.4.3 The amount certified to the sub-contractor either in an interim in a final certificate, or
 - 31.4.4 The issue of an instruction which the sub-contractor contends is not authorised by the main contract or the sub-contract, or
 - 31.4.5. Any other matter left to the discretion of the Architect in the main contract or in the sub-contract, then.
- 31.5 Subject to the Sub-Contractor giving the Contractor such indemnity and security as the Contractor may reasonably require, the Contractor shall allow the Sub-Contractor to use the contractor's name and, if necessary, shall join the Sub-Contractor in arbitration proceeding against the employer to decide the matters in dispute or in difference.
- 31.6 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference where notice of a dispute or difference has not been given by the applying party within 90 days of the occurrence or discovery of the matter or issue giving rise to the dispute or difference.
- 31.7 Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably with or without the assistance of third parties.

- 31.8 In any event, no arbitration shall commence earlier than 90 days after the service of the notice of a dispute or difference, except as provided for at sub-clause 31.9 herein.
- 31.9 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 sub-contract without having to comply with sub clause 31.8 herein.
- 31.9.1 Whether or not the issue of an instruction by the Architect is authorized by the main contract or these conditions, and
- 31.9.2 Whether or not a payment certificate has been improperly withheld or is not in accordance with the main contract or these conditions or though issued, it has not been honoured.
- 31.10 All other matters in dispute shall only be referred to arbitration after the practical completion or alleged practical completion of the works or abandonment of the works or termination or alleged termination of the sub-contract, unless the Architect the contractor and the sub-contractor agree otherwise in writing.
- 31.11 The Arbitrator shall, without prejudice to the generality of his powers, have power 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 or included in any payment certificate.
- 31.12 The Arbitrator shall, without prejudice to the generality of his powers, have power to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion decision, requirement or notice had been given.
- 31.13 Provided that any decision of the Architect which is final and binding on the contractor under the main contract shall be final and binding between the contractor and the sub-contractor.
- 31.14 The award of such Arbitrator shall be final and binding upon the parties.

SUB CONTRACTOR'S PERFORMANCE BOND

BY THIS AGREEMENT we

.....(SURETY)
of

are bound to(CONTRACTOR)

in the sum of Kenya shillings
.....(Kshs.....)

to be paid by us to the said(CONTRACTOR)

WHEREAS by an agreement in writing dated
.....(SUB-CONTRACTOR)

entered into a sub-contract with(CONTRACTOR)

to carry out and complete the works therein stated in the manner and by the time
therein

specified all in accordance with he provisions of the said sub-contract, namely:
(description of
works)

.....

NOW the condition of the above written bond is such that if the said sub-
contractor, his
executors, administrator, successors or assigns shall duly perform his obligations
under the sub-
contract, of if on default by the sub-contractor the surety shall satisfy and
discharge the damages
sustained by the contractor thereby up to the amount of the above written bond,
then this
obligation shall be void, otherwise it shall remain in full force and effect. Upon
default, and
without prejudice to his other rights under the sub-contract, the contractor shall
be entitled to
demand forfeiture of the bond and we undertake to honour the demand in the
amount stated
above.

PROVIDED always and it is hereby agreed and declared that no alteration in the
terms of the
said sub-contract or in the extend or nature of the works to be carried out and no
extension of
time by the contractor under the sub-contract shall in any way release the surety
from any
liability under the above written bond.

IN WITNESS whereof we have set out hand this..... day of.....

.....
Surety
Authrorised of Power of Attoney No.....

.....
Witness

| APPENDIX | Clause |
|---|-------------------------------|
| Name of sub-contractor's insurers | 6.0 |
| Name of sub-contractor's surety | 7.0 |
| Amount of surety | 7.0 |
| Period of possession of site | 8.1 |
| Date of commencement of works | 8.2 |
| Date for practical completion | 8.2 |
| Interval for application of payment certificates | 23.1..... |
| Minimum amount of payment certificate | 23.4 |
| Percentage of certified value retained | 23.6 |
| Limit of retention fund, if any | 23.6..... |
| Name of the sub-contractor's bank for purposes of interest calculation. | 23.7,23.8 |
| Defects liability period | 23.11..... |
| Period of final measurement and valuation | 23.12..... |
| Damages of delay in completion | 27.1 at the rate of Kshs..... |

.....

Signed by the said:

.....

CONTRACTOR

SUB-CONTRACTOR

SECTION XI:

APPENDIX TO THE AGREEMENT AND CONDITIONS OF SUB-CONTRACT
FOR BUILDING WORKS

Kenya Building and Civil Engineering Contractors (KABCEC) document.

1. CLAUSE 28.0

Fluctuations shall apply as per the main works document.



REPUBLIC OF KENYA

**TENDER NO. PSC/006/2017-2018
FOR
PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE
BLOCK ON PLOT LR. NO. 209/11456
FOR**

**PARLIAMENTARY SERVICE COMMISSION
(WP ITEM NO D29NB/NBI 901 – JOB NO 7753C)**

FINANCIAL TENDER DOCUMENTS

| | |
|--|--|
| | |
| <u>PROJECT MANAGER</u> WORKS SECRETARY MINISTRY OF TRANSPORT INFRASTRUCTURE HOUSING & URBAN DEVELOPMENT P.O. Box 30743-00100 <u>NAIROBI</u> | <u>ARCHITECTS</u> CHIEF ARCHITECT MINISTRY OF TRANSPORT INFRASTRUCTURE HOUSING & URBAN DEVELOPMENT P.O. Box 30743-00100 <u>NAIROBI</u> |
| <u>QUANTITY SURVEYORS</u> CHIEF QUANTITY SURVEYOR MINISTRY OF TRANSPORT INFRASTRUCTURE HOUSING & URBAN DEVELOPMENT P.O. Box 30743-00100 <u>NAIROBI</u> | <u>STRUCTURAL/CIVIL ENGINEERS</u> CHIEF ENGINEER (STRUCTURAL) MINISTRY OF TRANSPORT INFRASTRUCTURE HOUSING & URBAN DEVELOPMENT P.O. Box 30743-00100 <u>NAIROBI</u> |
| <u>ELECTRICAL ENGINEERS</u> CHIEF ELECTRICAL ENGINEER (B.S) MINISTRY OF TRANSPORT INFRASTRUCTURE HOUSING & URBAN DEVELOPMENT P.O. Box 30743-00100 <u>NAIROBI</u> | <u>MECHANICAL ENGINEERS</u> CHIEF MECHANICAL ENGINEER (B.S) MINISTRY OF TRANSPORT INFRASTRUCTURE HOUSING & URBAN DEVELOPMENT P.O. Box 30743-00100 <u>NAIROBI</u> |

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CIVIL/STRUCTURAL ENGINEERS

WANJOHI CONSULTING ENGINEERS
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MECHANICAL/ELECTRICAL ENGINEERS

MECOY CONSULTANTS LTD
P O Box 20198-00200
NAIROBI

AUGUST 2017



PROPOSED INTERIOR FIT_OUT FOR MULTI-STOREY OFFICE BLOCK

FOR

PARLIAMENTARY SERVICE COMMISSION

(WP ITEM NO BD29NB/NBI 901 – JOB NO 7753C)

BILLS OF QUANTITIES

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

1. The Bidder is required to check the number of pages of Bills of Quantities against the index stated on page (i) and should he find any missing, in duplicate or indistinct, he must inform the Quantity Surveyor at once and have the same rectified.
2. Should the Bidders be in doubt about the precise meaning of any item or figure, for any reason whatsoever, he must inform the Secretary to Parliamentary Service Commission at once in order that the correct meaning may be decided before the date of submission of the tenders.
3. No liability will be admitted or claim allowed in respect of errors in the Bidder's Tender due to mistakes in the Bills of Quantities which should have been rectified in the manner described above.
4. The Bidder shall not alter or otherwise qualify the text of these Bills of Quantities. Any alteration or qualification made without authority will be ignored and the text of the Bills of Quantities as printed will be adhered to.
5. The Bidder 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 Contractor has not priced these where appropriate.
6. All items of measured work shall be priced in detail and Tenders containing lump sums to cover trades or groups of work must be broken down to show prices of each item before they will be accepted. Lump sums to cover items of preliminaries shall likewise be broken down if required.
7. The Bidder is advised to visit the site to acquaint himself with its nature and position; access road, structures to be demolished or any other limitations, and the conditions under which the works shall have to be carried out.
8. In no case will any expenses incurred by Bidders in preparation of this Tender be allowed.
9. The copyright of these Bills of Quantities is vested in the Quantity Surveyors and no part thereof may be reproduced without their express permission given in writing.
10. The Bidder 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. All rates shall be deemed to include all Government Taxes and in particular the Value Added Tax (VAT). Any separate claims on taxes which should have been calculated as above will not be allowed.
12. The Bills of Quantities must be priced in Kenya currency i.e. shillings and cents.
13. For Electrical and Air conditioning Equipment, the Tenderer shall provide leaflets and catalogues giving technical and physical details of Equipment being offered by him as an integral part of his bid.
14. Bidders can peruse the Main Architectural drawing at the Client's Procurement office (2nd Floor Protection House, Parliament road, Nairobi)

SECTION NO. 1

PRELIMINARIES

| ITEM NO | DESCRIPTION | SHS | CTS |
|---------|---|-------|-----|
| | <p><u>SECTION NO. 1</u></p> <p><u>PRELIMINARIES (As in Main Contract Works)</u></p> <p>Preliminary Particulars of Contract</p> <p>A The ‘Employer’ is Parliamentary Service Commission P O Box 41842-00100 NAIROBI</p> <p>The term “employer” and “government” where used in the contract document shall be synonymous</p> <p>B The ‘Project Manager’ is The ‘Project Manager’ shall mean the project Manager as defined in condition No. 1 of Conditions of contract or such persons as May be authorized represent him on behalf of the government</p> <p>C The ‘Works Secretary’ is The Works Secretary State Department of Public Works</p> <p>D The ‘Consultant Architect’ is Mutiso Menezes International P O Box 44934-00100 NAIROBI</p> <p>E The ‘Quantity Surveyor’ is The Chief Quantity Surveyor Department of Public Works</p> <p>F The ‘Consultant Quantity Surveyor’ is Quantech Consultancy P O Box 44660-00100 NAIROBI</p> <p>G The ‘Mechanical Electrical Engineer’ is The Chief Mechanical & Electrical Engineer (B.S) Department of Public Works</p> <p>H The ‘Consultant Mechanical Electrical Engineer’ is Mecoy Consultants Ltd P.O. Box 20198-00200 NAIROBI</p> <p>I The ‘Civil/Structural is The Chief Engineer (Structural) Department of Public Works</p> <p>J The ‘Consultant Civil/Structural Engineers Engineer’ is Wanjohi Mutonyi Consult Ltd P O Box 21714-00505 NAIROBI</p> | | |
| | Carried to collection | Kshs. | |
| | <p><u>PRELIMINARIES</u></p> <p>1/1</p> | | |

| ITEM NO | DESCRIPTION | SHS | CTS |
|---------|---|-------|-----|
| K | <p><u>SECTION NO. 1</u></p> <p><u>PRELIMINARIES</u></p> <p><u>Preliminary Particulars of Sub-Contract</u></p> <p>The 'Sub-Contractor' is Firm or Company whose Tender for this work has been accepted who has or have signed this contract and shall include his or their heirs, executors, administrators, successors, and duly appointed representatives.</p> | | |
| | Carried to collection | Kshs. | |
| | <p><u>PRELIMINARIES</u></p> <p><u>1/2</u></p> | | |

| ITEM NO | <u>DESCRIPTION</u> | SHS | CTS |
|---------|--|-------|-----|
| A. | <p><u>LOCATION OF SITE</u></p> <p>The site is located adjacent to the existing Kenya National Assembly on Parliament Road, adjacent to Continental House and is particularly known as LR No. 209/11456, Nairobi.</p> | | |
| B. | <p><u>SITE VISIT</u></p> <p>The Sub-Contractor shall visit the site to acquaint himself with the nature and position; nature of ground substrata and other services, access roads or any other limitations. If the Sub-Contractor is unable to locate the site he can seek further guidance and information from the Architect.</p> <p>No claims whatsoever for extras on account of lack of knowledge in this respect will be considered</p> | | |
| C. | <p><u>DRAWINGS</u></p> <p>The drawings used in preparing these Bills of Quantities are as in Appendix (A) at the end of these Bills of Quantities. Drawings may be inspected at the office of the Architect or Quantity Surveyor by prior appointment.</p> | | |
| D. | <p><u>DESCRIPTION OF WORKS</u></p> <p>The works in the Sub-Contract involve erection and completion of Interior Fit-out for Multi-Storied Office Block on LR No. 209/11456 which is currently being constructed. The site is situated on parliamentary square where Kenya National Assembly is located and adjacent to Continental House.</p> <p>The works comprise of Office Partitions, Floor and Ceiling Finishes, Interior Decoration and Furniture for the Office Block which incorporates two tunnels, one linking it with the main Parliament Building.</p> <p>Floor finishes are generally carpet floors to podium and typical floors.</p> <p>Partition Walls are generally high quality Laminated MDF with aluminium Framing, Decorated Padded leather Cushions with acoustic material and aluminium partition to typical office floors.</p> <p>Ceilings are plaster painted to basements and suspended gypsum board, hunter dauglas and aluminium strips ceilings.</p> <p>The services to include mechanical ventilation, and air conditioning, electrical installations, data and voice communication, security systems installations, audio visual conference system, lift installations and façade cleaning system.</p> <p>Furniture to be of high quality modern concept as per European/Asian range</p> | | |
| | Carried to collection | Kshs. | |
| | <u>PRELIMINARIES</u> | | |

| ITEM NO | <u>DESCRIPTION</u> | SHS | CTS |
|---------|--|-------|-----|
| A. | <p><u>CONSTRUCTION PROGRAMME OF WORKS</u></p> <p>The Sub-Contractor will be required to draw up a programme to be merged into the main contractors programme and approved by the Project Manager which will embody the stipulated completion dates for the works. The programme will have a bar to be marked with the actual progress. The Main contract completion period is 42 months</p> | | |
| B. | <p><u>WORKS TO BE DONE ON 24-HOUR SHIFT</u></p> <p>The site is located in the CBD with a traffic challenge. The Sub-Contractor shall allow for a 24-hour shift to work when there is less traffic. Working beyond normal working hours shall not be taken as overtime.</p> | | |
| C. | <p><u>CONTRACT PARTICULARS</u></p> <p><u>Form of Contract</u></p> <p>The Conditions of Contract shall be those of Republic of Kenya, standard tender documents for procurement of works (building and associated civil engineering works) as published by Public Procurement Oversight Authority (revised Oct. 2006) hereafter and Agreement and Conditions of Sub-Contract Works (KABCEC) as attached section no. 2</p> | | |
| D. | <p>The Sub-Contractor's attention is called to the following Clauses of the Conditions of Contract which shall be read as incorporated herein and he shall allow any sums which he considers necessary for the carrying out and observance of such Conditions.</p> | | |
| | Carried to collection | Kshs. | |
| | <u>PRELIMINARIES</u> | | |

| ITEM NO | DESCRIPTION | SHS | CTS |
|---------|--|-------|-----|
| | <u>Clause cont..</u> <u>Clause</u> 1.0 Definitions 2.0 Interpretation 3.0 Language and Law 4.0 Project Managers' decisions 5.0 Delegation 6.0 Communications 7.0 Sub-contracting 8.0 Other contractors 9.0 Personnel 10.0 Works 11.0 Safety and temporary works 12.0 Discoveries 13.0 Work Programme 14.0 Possession of site 15.0 Access to site 16.0 Instructions 17.0 Extension or acceleration of completion date 18.0 Management meetings 19.0 Early warning 20.0 Defects 21.0 Bills of Quantities 22.0 Variations 23.0 Payment certificates, currency of payment and advance payment 24.0 Compensation events 25.0 Price adjustment 26.0 Retention 27.0 Liquidated damages 28.0 Securities 29.0 Day works 30.0 Liability and Insurance 31.0 Completion and taking over 32.0 Final account 33.0 Termination 34.0 Payments upon termination 35.0 Release from performance 36.0 Corrupt gifts and payment of commissions 37.0 Settlement of disputes | | |
| | Carried to collection | Kshs. | |
| | <u>PRELIMINARIES</u> | | |
| | 1/5 | | |
| ITEM | | | |

| NO | DESCRIPTION | SHS | CTS |
|----|---|-------|-----|
| | <p><u>GENERAL MATTERS OF CONTRACT:</u></p> <p>A <u>Sufficiency of Tender:</u></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 of the rates and prices stated in the priced Bills of Quantities, which rates and prices shall cover all his obligations under the Contract and all matters that are necessary for the proper completion and maintenance of the works.</p> <p>B <u>Stamp Charges:</u></p> <p>The Sub-Contractor shall allow for the payment of all stamp Charges in connection with the Contract Agreement.</p> <p>C <u>Definitions and Abbreviations:</u></p> <p>Terms used in these Bills of Quantities shall be interpreted as follows:-</p> <p>“Approved” shall mean approved by the Architect/Project Manager.</p> <p>“Directed” shall mean as directed by the Architect/Project Manager.</p> <p>“Selected” shall mean selected by the Architect at his absolute discretion</p> <p>“B.S” shall mean the current British Standard Specification published by the British Standards institution , 2 Park Street, London, W.I England</p> <p>“Prs” shall mean Pairs “Qty”</p> <p>shall mean Quantity “m²”</p> <p>shall mean square metre “m³”</p> <p>shall mean cubic metre “m”</p> <p>shall mean linear metre “mm”</p> <p>shall mean millimetre “No.”</p> <p>shall mean number “Kg” shall</p> <p>mean kilogramme</p> <p>“Do” or “Ditto” shall mean the whole of the preceding description except as qualified in the description in which it occurs.</p> | | |
| | Carried to collection | Kshs. | |
| | <u>PRELIMINARIES</u> | | |

| ITEM NO | DESCRIPTION | SHS | CTS |
|---------|---|-------|-----|
| | <p>“As described” shall mean as described previously in a foregoing Bill or in Trade Preambles or in the Ministry of Public Works, General Specification for Building works 1976 Edition or any subsequent revision thereof.</p> <p>“Fix only” shall mean take delivery in Nairobi (unless otherwise stated), pay all demurrage and transport charges, load and transport to site where necessary, unload, store, unpack, check contents against orders and packing lists, assembly as necessary, distribute to position, hoist and fix only.</p> <p>“Works” shall mean all or any portion of the work, materials and articles, wherever the same are being manufactured or prepared, which are to be used in the execution of this Contract and whether the same may be on the site or not.</p> <p>“Bill of Quantities” means the priced and completed Bills of Quantities forming part of the tender.</p> <p>“The Sub-Contract” means the agreement entered into between the Main Contractor and the Sub-Contractor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by references therein to execute, complete and maintain the Works.</p> <p>“The Contractor” refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.</p> <p>“Nominated Subcontractors or Suppliers” refer to persons or corporate bodies whose tenders to carry out the works have been accepted by the Employer, working under the Contractor.</p> <p>“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.</p> <p>“The Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.</p> <p>“Days” are calendar days; “Months” are calendar months.</p> <p>“A Defect” is any part of the Works not completed in accordance with the Contract.</p> <p>“The Defects Liability Certificate” is the certificate issued by the Architects upon correction of defects by the Contractor.</p> <p>“The Defects Liability Period” is the period named in the Contract Data and calculated from the Completion Date.</p> <p>“Drawings” include calculations and other information provided or approved by the Architect for the execution of the Contract.</p> | | |
| | Carried to collection | Kshs. | |
| | <u>PRELIMINARIES</u> | | |

| ITEM NO | DESCRIPTION | SHS | CTS |
|---------|--|-------|-----|
| | <p>“Dayworks” are works inputs subject to payment on a time basis for labour and the associated materials and plant.</p> <p>“Employer” or the “Procuring entity” is the party who employs the Contractor to carry out the Works.</p> <p>“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.</p> <p>“The Intended Completion Date” is the date on which it is intended that the Contractor shall complete the Works. The intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.</p> <p>“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.</p> <p>“Plant” is any integral part of the Works that shall have a mechanical, electrical, chemical or biological function.</p> <p>“Prime Cost Sum” means a sum included in the Contract Bills for Works or services to be executed by a nominated Subcontractor, statutory or other authority or for materials or goods to be obtained from a nominated supplier.</p> <p>“Provisional Sum” means a sum included in the Contract Bills for the execution of work which cannot be entirely foreseen, defined or detailed at the time the tender documents are issued.</p> <p>“Site” is the area defined as such in the Appendix to Condition of Contract.</p> <p>“Site Investigation Reports” are those reports that may be included in the tendering documents which are factual and interpretative about the surface and subsurface conditions at the Site.</p> <p>“Specifications” means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Architect.</p> <p>“Start Date” is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with the Site possession date(s).</p> <p>“Temporary Works” are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Works.</p> <p>“A Variation” is an instruction given by the Architect which varies the Works.</p> | | |
| | Carried to collection | Kshs. | |
| | PRELIMINARIES | | |

| ITEM NO | DESCRIPTION | SHS | CTS |
|---------|--|-------|-----|
| A | <p><u>Progress Schedule:</u></p> <p>The Contractor shall, upon receiving instructions to proceed with the works, draw up a Time and Progress Schedule setting out the order in which the works are to be carried out and stating the appropriate dates. The line programme shall be designed in such a way that the progress can be marked up as the work progress. This Time and Progress Schedule is to be agreed with the Architect and no deviation from the order set out in this schedule will be permitted without the written consent of the Architect. The Main Contractor will be responsible for agreeing of the above programmed with all Sub-Contractors including the Nominated Sub-Contractors and Nominated Suppliers.</p> | | |
| B | <p><u>Figured Dimensions:</u></p> <p>Figured dimensions are to be followed in preference to dimensions scaled from the Drawings, but whenever possible dimensions are to be taken on the Site or from the buildings. 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> | | |
| C | <p><u>Provisional Work:</u></p> <p>All "Provisional" and other work liable to adjustment under this Sub-Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measurement the Contractor shall give notice to the Quantity Surveyor.</p> <p>If the Contractor makes default in these respects, he shall, if the Architect so directs, uncover the work at his own expense to enable measurements to be taken.</p> | | |
| D | <p><u>Lighting and Power:</u></p> <p>The Sub Contractor shall liaise with the Main Contractor regarding provision of all artificial lighting and power for use on the works, including all temporary connections, wiring, fittings, etc., and clear away on completion. The Main Contractor shall pay all fees and obtain all permits in connection therewith for lighting and power for Nominated Sub-Contractors and Specialists see Clauses.</p> | | |
| | Carried to collection | Kshs. | |
| | PRELIMINARIES | | |

| ITEM NO | DESCRIPTION | SHS | CTS |
|---------|--|-------|-----|
| A | <p><u>Water</u></p> <p>The Sub Contractor shall liaise with the Main Contractor on the issue of water for use in connection with the works, who will make arrangements with the Local Authority 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.</p> <p>All water shall be fresh, clean and pure free from earth, vegetable or organic matter, acid or alkaline substance in solution or suspension.</p> | | |
| B | <p><u>Existing Services</u></p> <p>Prior to commencement of any work the Sub Contractor is to ascertain from the relevant Authorities and the Main Contractor, the exact position, depth and level of existing electric cables, water pipes or 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 disturbance 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> | | |
| C | <p><u>Transport to and from the site:</u></p> <p>The Sub Contractor shall include in his prices for the transport of materials, work- men, etc., to and from site of the proposed works, at such hours and by such routes as are permitted by the Authorities.</p> | | |
| D | <p><u>Labour Camps:</u></p> <p>No labour camps will be allowed on site. The Sub Contractor may however liaise with Main Contractor and locate his camps within the Main Contractor's yard</p> | | |
| E | <p><u>Public and Private Roads, Pavements, etc.</u></p> <p>The Contractor will be required to make good, at his own expense, any damage he may cause to the present road surfaces and pavements during the period of the works. In particular all existing lawns, gardens, paths, storm water channels, hedges, fences, etc, which may be destroyed or damaged during the progress of the works are to be made good by the Contractor to the approval of the Architect.</p> | | |
| | Carried to collection | Kshs. | |
| | <u>PRELIMINARIES</u> | | |

| ITEM NO | DESCRIPTION | SHS | CTS |
|--|-----------------------|-------|-----|
| <p>A</p> <p><u>Contractor's Superintendence:</u></p> <p>The Sub Contractor shall constantly keep on the works a literate English-speaking Agent or Representative, competent and experience 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 Sub 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/ Works Secretary.</p> <p>B</p> <p><u>Government Acts regarding Work people etc</u></p> <p>Allow for complying with all Government Acts, Orders and Regulations in connection with the Employment of labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to insurance, pensions and holidays for workpeople or to the safety, health or welfare of workpeople.</p> <p>The Contractor must make himself fully acquainted with current Acts and Regulations, including Police regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant authority the fullest information regarding all such regulations and/or restrictions which may affect the organization of the works, supply and control of labour, etc and allow accordingly in his tender.</p> <p>No claim in respect of want of knowledge in this connection will be entertained.</p> <p><u>Particular attentions is drawn</u> to the Rules published in Legal Notice 179, dated 02 June 1978. (Building Operations and Work of Engineering Construction)</p> <p>C</p> <p><u>Health and Safety</u></p> <p>The Sub Contractor is required to prepare and submit a detailed health and safety plan for the construction period prior to the start of construction to the Main Contractor/Architect/Project Manager. This will be reviewed and approved by KNA before commencement of construction.</p> <p>D</p> <p><u>Security of Works etc</u></p> <p>The Sub Contractor shall liaise with the Main Contractor regarding security of all the works, stores, materials, plant, personnel, members of the public who will provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.</p> | | | |
| | Carried to collection | Kshs. | |
| | <u>PRELIMINARIES</u> | | |

| ITEM NO | DESCRIPTION | SHS | CTS |
|---------|--|-------|-----|
| A | <p><u>Working Hours</u></p> <p>The working hours shall be those generally worked by good employers in the Building and Civil Engineering Trades in Kenya. Works may be carried out at night or on gazette holidays with approval of the Architect. Works so carried out shall not be deemed to be overtime.</p> <p><u>Firm Price Contract</u></p> <p>Unless otherwise specifically stated no claim for increased costs will be entertained excepting only increased costs arising from fluctuation clause as defined in the conditions of contract.</p> <p><u>MATERIALS AND WORKMANSHIP:</u></p> <p><u>Generally:</u></p> <p>All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified is to be the best quality obtained in the ordinary meaning of the word, "best" and not merely a trade signification of the word.</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 Sub Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that such materials are on site when required for use in the works.</p> <p>The Sub Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.</p> <p>The works throughout shall be executed by skilled workmen well versed in their respective trades.</p> <p>The Bills of Quantities shall not be used for the purpose of ordering materials</p> | | |
| B | <p>Rejected Workmanship or Materials</p> <p>Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must be immediately removed from the site and replaced at the Contractor's expense, as required.</p> | | |
| | Carried to collection | Kshs. | |
| | <u>PRELIMINARIES</u> | | |

| ITEM NO | DESCRIPTION | SHS | CTS |
|--|-----------------------|---------------|-----|
| <p>A</p> <p><u>Proprietary Materials:</u></p> <p>Where proprietary materials are specified hereinafter the Contractor may propose the use of materials of other manufacture but of equal quality for approval by the architect/ Works Secretary.</p> <p>All materials and goods, where specified to be obtained from a particular manufacturer or supplier, are to be used or fixed strictly in accordance with their instructions.</p> <p>B</p> <p><u>Samples:</u></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 Architect for his approval or rejection and any further samples in the case of rejection until such samples are approved by the Architect and such samples when approved shall be of minimum standard for the work to which they apply.</p> <p>The Contractor must provide in his pricing the following complete samples:</p> <p>i) One MP's office plus Secretary ii) One Committee room iii) One bay of 6m of Gymnasium iv) One 6m bay of restaurant v) One lift lobby vi) One complete Ladies and Gents</p> <p>C</p> <p>Allow a provisional sum of Fifteen million Kenya shillings (Kshs. 15,000,000/=) only for 2 No. Factory visits to verify samples for a team of 10 people for 7 Days.</p> <p>D</p> <p><u>TEMPORARY WORKS:</u></p> <p><u>Area to be occupied by the Contractor</u></p> <p>The Contractor shall obtain the Architect's approval for the siting of all temporary buildings, spoil heaps, temporary roads, paths, and storage areas for materials.</p> | | 15,000,000.00 | |
| | Carried to collection | Kshs. | |
| | <u>PRELIMINARIES</u> | | |

| ITEM NO | DESCRIPTION | SHS | CTS |
|--|-----------------------|-------|-----|
| <p>A</p> <p><u>Offices and Sheds:</u></p> <p>The Sub Contractor shall liaise with the Main Contractor in regard to maintenance of temporary office accommodation for his own use, and ample temporary watertight sheds for the proper storage and protection of materials and for the use of artisans and remove when ordered. Floors of sheds shall be at least 150 mm above ground level.</p> <p>B</p> <p><u>Offices and Services for the Consultants:</u></p> <p>The Sub Contractor shall liaise with the Main Contractor regarding offices for use by Consultants. The office shall be constructed with stone, concrete or wood floor and the walls and ceilings internally lined with fibreboard. Glazed windows of not less than 2 square metres and stout door with lock and fastenings shall be provided and the office furnished with wooden stools, table and chairs and drawing tables along the full length of one side, complete with drawers of sufficient size to carry the drawings laid flat and pin boards.</p> <p>The office shall be removed on completion.</p> <p>The Contractor shall keep on site and maintain in good condition one dumpy or quickest level and leveling staff, and one 30-metre steel tape for the use of the consultants.</p> <p><u>Telephone</u></p> <p>C</p> <p>The Contractor shall provide a telephone connected to the Town Exchange for the period of the works and shall pay all fees and rental for the same.</p> <p><u>Sanitation</u></p> <p>D</p> <p>Sanitation facilities shall be provided by the Main Contractor.</p> <p>E</p> <p><u>Plant, Tools and Scaffolding:</u></p> <p>The Sub Contractor shall provide all necessary Special hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the Sub Contract works and shall remove the same upon completion.</p> <p>Other items of plant, hoists and facilities for general use shall be provided in accordance with the main contract.</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 shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.</p> | | | |
| | Carried to collection | Kshs. | |
| | <u>PRELIMINARIES</u> | | |

| ITEM NO | DESCRIPTION | SHS | CTS |
|---------|---|-------|-----|
| A | <p><u>Scaffolding is not measured hereinafter, and the Contractor must allow here or in his rates for the above:</u></p> <p><u>Signboard:</u></p> <p>The Signboard and lettering on the same for the display of the Main and Sub-contractors' names shall be of an approved size and design with the Employer's name printed thereon. The Architect's Quantity Surveyor's and Consultants' name shall be printed in 50 mm letters. No other signboards or advertisements will be permitted. The writing must be done by an experienced sign writer. The exact position of erection will be shown by the Architect; the signboard will be to his approval.</p> | | |
| B | <p><u>Watching and Lighting:</u></p> <p>The Sub Contractor shall liaise with the Main Contractor regarding all watching and lighting as necessary to safeguard the works, plant and materials against damage and theft, as provided in the Main Contract.</p> | | |
| C | <p><u>Temporary Roads:</u></p> <p>The Sub Contractor to liaise with the Main Contractor regarding provision of all temporary roads during execution of the Works, including making good when no longer required. The Contractor must provide for traffic diversion during the works to ensure minimum disturbance to the normal business of the Kenya National Assembly.</p> | | |
| D | <p><u>Existing and Adjacent Property</u></p> <p>The Contractor must take all steps necessary to safeguard existing and adjacent property, make good at his own expense any damage to persons or property, caused thereon, and hold the employer indemnified against any such claim arising.</p> <p>The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these works. He must reinstate all damages at his own expense and indemnify the Employer against any loss.</p> | | |
| | Carried to collection | Kshs. | |
| | <u>PRELIMINARIES</u> | | |

| ITEM NO | DESCRIPTION | SHS | CTS |
|--|---|-------|-----|
| <p>A</p> <p><u>Nuisance:</u></p> <p>The Contractor must take steps and exercise such care and diligence as to minimize nuisance form dust, noise or any other cause to the occupiers of adjacent properties. The Contractor must provide Hessian cover around the site to protect against dust. The Contractor must provide for any steps he deems necessary to ensure the normal business of the Kenya National Assembly is not disrupted by nuisance.</p> <p>B</p> <p><u>Ordering of Materials:</u></p> <p>The Contractor must assist in alleviating the effect of possible shortages of materials by advance ordering of his materials in order to maintain a continuous supply. Early delivery of materials will be permitted and included in interim certificates and upon request by the Architect, the Contractor will be required to produce copies or order forms and invoices to establish that materials have been ordered in sufficient time and to check on material deliveries.</p> <p><u>NOMINATED SUB-CONTRACTORS AND SUPPLIERS:</u> (See also under FORM OF CONTRACT Clauses 27 and 28)</p> <p>C</p> <p><u>Nominated Sub-contractors:</u></p> <p>The Contractors shall be responsible for Nominated Sub-Contractors in every respect and in particular it shall be the Contractor’s responsibility to ensure that each Sub-Contractor commences and completes the work in such manner and is ready on the site with his materials, labour and special plant such times also as to conform with the progress schedule, as specified previously, and to ensure satisfactory progress.</p> <p>The Contractor shall also accept liability for and bear cost of general attendance on Nominated Sub-contractors which shall be deemed to include for:</p> <p>Allowing the use of standing scaffolding, providing special scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant Sub-contractor’s works are complete, and removal of all scaffolding on completion.</p> <p>Providing space for office accommodation, and for storage plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, power, lighting and watching; and clearing away all rubbish.</p> <p>The items for “Attendance” given hereinafter following prime cost sums in respect of Sub-contractor’s work shall be deemed to include all the above.</p> <p>Cutting away for and making good after the work of sub-contractors as may be required will be measured and valued separately by the Quantity Surveyor.</p> | | | |
| | Carried to collection | Kshs. | |
| | <p><u>PRELIMINARIES</u></p> <p>1/16</p> | | |

| ITEM NO | DESCRIPTION | SHS | CTS |
|--------------------------------|---|-------|-----|
| A | <p><u>Nominated Suppliers</u></p> <p>The cost of “Fix Only” materials to be obtained from Nominated Suppliers which are covered by Prime Cost or Provisional Sums shall include for taking delivery on site, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been received in good order, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting assembling, hoisting to required levels and fixing as described.</p> <p>Before placing any orders with Nominated Suppliers the Contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of work comply with the terms of the Contract, and the progress schedule.</p> | | |
| B | <p><u>Prime Cost Sum:</u></p> <p>Where descriptions of items include a P.C. rate per unit, this rate is to cover the <u>Nett supply</u> cost of the unit only. The Contractor’s price must include for the cost of the unit at the rated stated, plus waste, taking delivery, storage, fixing in position, profit and overheads</p> <p>The <u>nett</u> cost per unit will be adjusted within the Final Account against the P.C. rate stated.</p> | | |
| PROTECTION AND CLEANING | | | |
| C | <p><u>Protection of Completed Works:</u></p> <p>The Contractor shall cover up and protect from damage, including damage from inclement rainy weather, all finished work, and unfixed materials including that of Sub-contractors, etc to the satisfaction of the Architect until the completion of the Contract. No claim for pumping rain water in basements or other damages occasioned by the above will be allowed.</p> | | |
| D | <p><u>Protection of Trees</u></p> <p>The Contractor shall in the course of construction take all necessary precautions to preserve any existing trees. The Contractor will not cut down any tree(s) without express authority or written instruction by the Architect. He must at all times liase with the Architect in this regard.</p> | | |
| | Carried to collection | Kshs. | |
| | <u>PRELIMINARIES</u> | | |

| ITEM NO | DESCRIPTION | SHS | CTS |
|---------|--|-------|-----|
| A | <p><u>Materials on site</u></p> <p>All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the Architect.</p> | | |
| B | <p><u>Cleaning</u></p> <p>The Sub Contractor shall, upon completion of the works, at his own expense, remove and clear away all surplus materials, plant, rubbish and unused materials and shall leave the whole of the site and works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of dirt. Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains. He shall also, at the discretion of the Architect, remove all rubbish and dirt as it accumulates. The Contractor is to find his own dump and shall pay all charges in connection therewith.</p> | | |
| C | <p><u>Training Levy:</u></p> <p>The Contractor's attention is drawn to Legal Notice 237 of October 1971 which requires payment by the Contractor of a Training Levy at the rate of ¼% of the Contractor sum on all contracts of more than Kshs.50,000.00 in value and his Tender must include for all costs arising or resulting there from.</p> | | |
| D | <p><u>Value Added Tax (VAT) and other taxes</u></p> <p>The Government introduced the VAT to building contracts entered into after 1st September 1993. The Contractor is required to acquaint himself with such notices and for the purposes of their costs, such taxes shall be deemed to be included with the rates of lump sums, which make the final tender. No separate claim will be allowed for this.</p> <p>The tenderer is advised that in accordance with government public notice No. 35 & 36 of 11th September 2003 operational from 1st October 2003, VAT will be deducted against the contract sum at the prevailing rate by the employer and remitted directly to the commissioner of VAT through all interim certificates. It should however be noted that this is not additional Tax but a new mode of payment for VAT. Any excess payment will be refundable once the contractor has submitted monthly returns to the commissioner of VAT who will do the refunds when certified that VAT regulations have been complied with.</p> <p>NOTE: VAT SHALL be added at the Grand Summary Page.</p> | | |
| E | <p>This subcontract will be subject to provision of a performance bond valued at 5% of the tender sum from approved by Public Procurement Regulatory Authority (PPRA).</p> | | |
| | Carried to collection | Kshs. | |
| | <u>PRELIMINARIES</u> | | |

| ITEM NO | DESCRIPTION | SHS | CTS |
|---------|--|-------|-----|
| A | <p><u>Additional Items</u></p> <p>Any additional item(s) which the Tenderer may wish to price separately and which he considers has not been included in the foregoing conditions, specifications and/or Bills of Quantities.</p> <p>Description:.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> | | |
| | Carried to collection | Kshs. | |
| | <u>PRELIMINARIES</u> 1/19 | | |

| ITEM NO | DESCRIPTION | SHS | CTS |
|---------|--|--------------|-----|
| | Collection | | |
| | From Page No. 1/1 | Kshs | |
| | From Page No. 1/2 | Kshs | |
| | From Page No. 1/3 | Kshs | |
| | From Page No. 1/4 | Kshs | |
| | From Page No. 1/5 | Kshs | |
| | From Page No. 1/6 | Kshs | |
| | From Page No. 1/7 | Kshs | |
| | From Page No. 1/8 | Kshs | |
| | From Page No. 1/9 | Kshs | |
| | From Page No. 1/10 | Kshs | |
| | From Page No. 1/11 | Kshs | |
| | From Page No. 1/12 | Kshs | |
| | From Page No. 1/13 | Kshs | |
| | From Page No. 1/14 | Kshs | |
| | From Page No. 1/15 | Kshs | |
| | From Page No. 1/16 | Kshs | |
| | From Page No. 1/17 | Kshs | |
| | From Page No. 1/18 | Kshs | |
| | From Page No. 1/19 | Kshs | |
| | <u>TOTAL AMOUNT CARRIED TO MAIN SUMMARY</u> | KSHS. | |
| | <u>PRELIMINARIES</u> | | |
| | 1/20 | | |

PREAMBLES AND PRICING NOTES

A. GENERALLY

All work to be carried out in accordance with the Ministry of Public Works General Specifications for Building Works issued in 1976 or as qualified or amended below.

B. MANUFACTURERS' NAMES

Where manufacturers' names and catalogue references are given for guidance to quality and standard only. Alternative manufacturer of equal quality will be accepted at the discretion of the Project Manager.

C. WALLING

All precast concrete blocks shall be manufactured by the methods and to the sizes specified in the Ministry of Public Works "Specification for Metric Sized Concrete Blocks for Building (1972)"

Walling of 100 mm thickness or under shall be reinforced with hoop iron every alternate course.

Prices for walling must allow for all costs in preparing, packing and sending sample blocks for testing as and when required by the Project Manager.

D. CARPENTRY

The grading rules for cypress shall be the same for podocarpus and all timber used for structural work shall be select (second grade).

All structural timber must conform to the minimum requirements for moisture content and preservative treatment and timber prices must allow for preparing, packing and sending samples for testing when required.

Prices must also include for all nails and fasteners.

A. JOINERY

Cypress for joinery shall be second grade in accordance with the latest grading rules of the Kenya Government.

Where Mahogany is specified, this refers to prime grade only. The Contractor may with the approval of the Project Manager; use either Msharagi or Mvuli in lieu of Mahogany but such approval will be given only in the case of shortages of the hardwoods specified.

Plugging shall be carried out by drilling walling or concrete with masonry drill and filling with propriety plugs of the correct sizes. Cutting with hammer and chisel will not be allowed.

Prices for joinery must include for pencil rounded arises, protection against damage, nails, screws, framing and bedding in cement mortar as required.

Sizes given for joinery items are nominal sizes and exact dimensions of doors, etc, must be ascertained on site.

B. IRONMONGERY

Ironmongery shall be specified in the Bills of Quantities or equal and approved.

Prices must include for removing and re-fixing during and after painting, labeling all keys, and for fixing to hardwood, softwood, concrete or blockwork.

Catalogue references given for ironmongery are for purposes of indicating quality and size of item(s). Should the Contractor wish to substitute the specified item(s) with others of equal manufacture, he must inform the Project Manager and obtain approval in writing.

C. STRUCTURAL STEELWORK

All structural steelwork shall comply with the Ministry of Public Works “Structural Steelwork Specification (1973) and shall be executed by an approved Sub-contractor.

A. PLASTERWORK AND OTHER FINISHES

All finishings shall be as described in the general specifications and in these Bills of Quantities.

Prices for pavings are to include for brushing concrete clean, wetting and coating with cement and sand grout 1:1.

Rates for glazed wall tiling are to include for a 12 mm cement and sand (1:4) backing screed unless otherwise specified in these Bills of Quantities.

B. GLAZING

Where polished plate glass is specified, this refers to general glazing quality.

Prices for glazing shall include for priming of rebates before placing putty.

The Contractor will be responsible for replacing any broken or scratched glass and handing over in perfect condition.

C. PAINTING

Painting shall be applied in accordance with the manufacturers' instructions.

Prices for painting are to include for scaffolding, preparatory work, priming coats, protection of other works and for cleaning up on completion. Prices for painting on galvanized metal are to include for mordant solution as necessary.

| PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE BLOCK-KNA | | | | | |
|---|--|----|-------------------|--|------|
| Section 4: OFFICE BLOCK INTERIOR FIT-OUT | | | | | |
| Element 1: Partitions & Screens | | | | | |
| Item | | | | | Kshs |
| <u>ALUMINIUM PARTITIONS</u> | | | | | |
| A | 100 mm thick x 2400 mm high glazed partition comprising; 150 x 400 mm high natural stone walling, 100 x 50 x 3 mm hollow section heavy duty powder coated grey aluminium frame work and beadings to BS 10, B15 spaced approximately 1200 mm centres; vertically divided into 2 parts comprising; 1700 mm high bottom panels infilled with 8 mm thick clear sheet glass; 300 mm high top louvered panel glazed in 8 mm thick clear sheet glass all in accordance to Architectural details | m2 | 3,190 | | |
| <u>GYPSUM BOARD PARTITIONS</u> | | | | | |
| demountable partitions | | | | | |
| B | gypsum/chipboard in partition boards 12 mm thick in equal amounts; both sides of Aluminium studs 75 x 25 mm at 600mm (maximum) centres; together with noggings 50 x 50 mm maximum at 600mm centres; with block board plinth 75 x 25mm ;one side decorated with MDF (medium density fibre) board strips laminated with birch/ veneer or wrot mahogany timber stips. | m2 | 611 | | |
| <u>Glass film (Provisional)</u> | | | | | |
| C | Patterned decorative film as approved by the Architect | m2 | 3,190 | | |
| D | Acoustic plaster board (both faces) on rust proof Metal Framing all to approved shop Drawings | m2 | 5,120 | | |
| To Collection Kshs | | | | | |
| Project: QC0907BR1 | | | Page 4/1-1 | | |

| PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE BLOCK-KNA | | | | | |
|---|--|----|-------------------|--|------|
| Item | | | | | Kshs |
| Section 4: OFFICE BLOCK INTERIOR FIT-OUT | | | | | |
| | <u>ACOUSTIC FILL/WALLER</u> | | | | |
| | Accoustic Insulation | | | | |
| A | 50 mm ' APR1200 'or other equal and approved Acoustic insulation fill, to fill cavity between blockboard and/ laminated MDF surfaces; fixed to the manufacturer's specifications | m2 | 10,173 | | |
| | <u>H32 PLASTICS PROFILED SHEET CLADDING/COVERING/SIDING</u> | | | | |
| | <u>50 mm thick Aesthetic Acoustic cladding; consisting of approved high density polyurethane foam, approved genuine leather and other associated finishes; fixed on blockboard panels (measured separately) to the architect's specifications</u> | | | | |
| | Wall claddings | | | | |
| B | vertical | m2 | 16,157 | | |
| | <u>K13 RIGID SHEET FINE LININGS/PANELLING</u> | | | | |
| C | <u>25mm thick Laminated MDF fixed on 50x75x4 mm Anodised aluminium studs and noggings (measured separately)</u> | m2 | 1,978 | | |
| | <u>Blockboard</u> | | | | |
| D | 25mm thick Blockboard panel sandwiched with sound insulating material; fixed on 50x75x4 mm Anodised aluminium studs and noggings (measured separately) | m2 | 19,500 | | |
| To Collection Kshs | | | | | |
| Project: QC0907BR1 | | | Page 4/1-2 | | |

| PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE BLOCK-KNA | | | | | |
|---|--|-------------------|--------|--|------|
| Item | | | | | Kshs |
| Section 4: OFFICE BLOCK INTERIOR FIT-OUT | | | | | |
| <u>N10 GENERAL</u> | | | | | |
| <u>FIXTURES/FURNISHINGS/EQUIPMENT</u> | | | | | |
| <u>Aluminium</u> | | | | | |
| Anodised Aluminium Frames | | | | | |
| A | 50x75x4mm thick Anodised Alumimium studs and noggings in wall partitions; fixed to receive blockboard and/ laminated MDF (measured separately) | m | 34,762 | | |
| To Collection Kshs | | | | | |
| <u>COLLECTION</u> | | | | | |
| Page 1 | | | | | |
| Page 2 | | | | | |
| Page 3 | | | | | |
| To Summary Kshs | | | | | |
| Project: QC0907BR1 | | Page 4/1-3 | | | |

| PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE BLOCK-KNA | | | | | |
|---|--|----|-------------------|--|------|
| Section 4: OFFICE BLOCK INTERIOR FIT-OUT | | | | | |
| Element 2: Doors | | | | | |
| Item | <u>L20 DOORS/SHUTTERS/HATCHES</u> | | | | Kshs |
| <u>Wrot Mahogany : selected and kept clean</u> | | | | | |
| Door frames | | | | | |
| A | jambs, heads & transoms 150 x 50 mm; plugging to masonry | m | 3,778 | | |
| B | jambs, heads & transoms 200 x 75 mm; plugging to masonry | m | 842 | | |
| <u>Mild steel : One coat shop primer before delivery</u> | | | | | |
| Door linings | | | | | |
| C | Heads,jambs 100 x 50 mm; plugging to masonry | m | 3,187 | | |
| <u>L20 DOORS</u> | | | | | |
| <u>Wrot Mahogany : selected and kept clean</u> | | | | | |
| Flush doors:Semi- solid core with internal quality plywood and mahogany veneer on both sides:hardwood lipped to all exposed edges | | | | | |
| D | 50 mm thick door size 900 x 2400 mm high; fanlight size 900 x 350 mm with beadings set to hold 6 mm clear glass; "with acoustic lipping features, all as per the Architects Door Schedule" | nr | 555 | | |
| To Collection Kshs | | | | | |
| Project: QC0907BR1 | | | Page 4/2-4 | | |

| PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE BLOCK-KNA | | | | | |
|--|---|-------------------|--|----|------|
| Section 4: OFFICE BLOCK INTERIOR FIT-OUT | | | | | |
| Item | | | | | Kshs |
| | Flush doors:Semi- solid core with internal quality plywood and mahogany veneer on both sides:hardwood lipped to all exposed edges | | | | |
| A | 50 mm thick door size 900 x 2400 mm high; Single leaf 1 1/2 hour fire escape door with asbestos lining or infill or other equal and approved fire resistant / fire retarding or shielding material; beadings (measured separately); "with acoustic lipping features, all as per the Architects Door Schedule" | nr | | 57 | |
| | <u>Wrot Mvule</u> | | | | |
| | Panelled doors | | | | |
| B | 50 mm thick double leaf panelled door size 1500 x 2400 mm high in two equal leaves each size 965 x 2100 mm comprising 250 x 75 mm thick bottom rails and top rails; 175 x 50 mm side stiles and rebated meeting stiles with seven labours; all grooved to hold 25 mm panels all dividing the leaf into and including forming 8 no. equal bevel raised solid mvule panels;3 no. side and top pane infilled with and including 10 mm thick clear sheet glass;with acoustic features 'all in accordance with the architects door schedule' | nr | | 5 | |
| To Collection Kshs | | | | | |
| Project: QC0907BR1 | | Page 4/2-5 | | | |

| PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE BLOCK-KNA | | | | | |
|--|--|----|-------------------|--|------|
| Section 4: OFFICE BLOCK INTERIOR FIT-OUT | | | | | |
| Item | | | | | Kshs |
| A | <p>Panelled doors</p> <p>50 mm thick double leaf panelled door size 1800 x 2400 mm high in two equal leaves each size 965 x 2100 mm comprising 250 x 75 mm thick bottom rails and top rails; 175 x 50 mm side stiles and rebated meeting stiles with seven labours; all grooved to hold 25 mm panels all dividing the leaf into and including forming 8 no. equal bevel raised solid mvule panels;3 no. side and top pane infilled with and including 10 mm thick clear sheet glass;with acoustic features 'all in accordance with the architects door schedule'</p> | nr | 17 | | |
| B | <p>50 mm thick single leaf panelled door size 900 x 2400 mm high comprising 250 x 75 mm thick bottom rails, side stiles and top rails 175 x 50 mm rebated meeting stiles with seven labours; all grooved to hold 50 mm panels all dividing the leaf into and including forming 8 no. equal bevel raised solid mvule panels;with acoustic features 'all in accordance with the architects door schedule'</p> <p><u>Medium Density Fibre (MDF)</u></p> <p>Flush doors:Solid core with internal quality plywood and mahogany veneer on both sides:hardwood lipped to all exposed edges</p> | nr | 43 | | |
| C | <p>50 mm thick door size 900 x 2400 mm high; beadings (measured separately); "with acoustic lipping features, all as per the Architects Door Schedule"</p> | nr | 18 | | |
| To Collection Kshs | | | | | |
| Project: QC0907BR1 | | | Page 4/2-6 | | |

| PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE BLOCK-KNA | | | | | |
|---|---|----|-------------------|--|------|
| Item | | | | | Kshs |
| Section 4: OFFICE BLOCK INTERIOR FIT-OUT | | | | | |
| <u>Aluminium</u> | | | | | |
| Aluminium doors | | | | | |
| A | 900 x 2400 mm High powder coated Single leafed aluminium door in standard sections to approval hung to and including 100 x 50 mm powder coated aluminium frame plugged all round;leaf in 100 x 50 mm top rail & stiles; 150 x 50 mm bottom rail; divided with and including 1 no. transom size 100 x 50 mm; forming 2 fixed panes infilled with 8 mm thick tinted glass;including aluminium glazing beads . "with acoustic features, all as per the Architects Door Schedule" | nr | 460 | | |
| B | 1800 x 2400 mm High powder coated Double leafed aluminium door in standard sections to approval hung to and including 100 x 50 mm powder coated aluminium frame plugged all round;leaf in 100 x 50 mm top rail & stiles; 150 x 50 mm bottom rail; divided with and including 1 no. transom size 100 x 50 mm; forming 2 fixed panes infilled with 8 mm thick clear glass;including aluminium glazing beads . "with acoustic features, all as per the Architects Door Schedule" | nr | 18 | | |
| <u>M60 PAINTING/CLEAR FINISHING</u> | | | | | |
| <u>Prepare and apply one coat undercoat and two finishing coats of 'Sadolin Supergloss Enamel paint' or other equal and approved to :-</u> | | | | | |
| General surfaces of metal | | | | | |
| C | over 300 girth | m2 | 2,298 | | |
| D | not exceeding 300 girth | m | 3,187 | | |
| To Collection Kshs | | | | | |
| Project: QC0907BR1 | | | Page 4/2-7 | | |

Quantech Consultancy

| PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE BLOCK-KNA | | | | | |
|---|--|-------|-------------------|--|------|
| Item | | | | | Kshs |
| Section 4: OFFICE BLOCK INTERIOR FIT-OUT | | | | | |
| <u>Knot, prime and stop and apply three coats of poly urethane varnish from 'Sadolin' or other equal and approved manufacturer to :-</u> | | | | | |
| | General surfaces of wood | | | | |
| A | over 300 girth | m2 | 3,264 | | |
| B | not exceeding 300 girth | m | 4,620 | | |
| <u>P20 UNFRAMED ISOLATED TRIMS/SKIRTINGS/SUNDRY ITEMS</u> | | | | | |
| <u>Wrot Mahogany : selected and kept clean</u> | | | | | |
| | Skirtings picture rails architraves and the like | | | | |
| C | Architraves; 45 x 20 mm | m | 4,620 | | |
| | Cover fillets stops trims beads nosings and the like | | | | |
| D | Quadrants; 45 x 35 mm | m | 4,620 | | |
| <u>P21 IRONMONGERY</u> | | | | | |
| <u>Supply and Fix the following iron mongery with matching screws as per "ASSA ABLOY/ UNION" catalogue or other equal and approved</u> | | | | | |
| | Double washer hinges | | | | |
| E | 100 mm; pressed heavy duty stainless steel | Pairs | 1,820 | | |
| | Delayed action non-reversible overhead door closer | | | | |
| F | "GLD" cat. No. 7724H | nr | 1,156 | | |
| To Collection Kshs | | | | | |
| Project: QC0907BR1 | | | Page 4/2-8 | | |

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| PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE BLOCK-KNA | | | | | |
|--|--|----|-------|--|-------------------|
| Section 4: OFFICE BLOCK INTERIOR FIT-OUT | | | | | |
| Item | | | | | Kshs |
| | Panic bolts for single or swing doors | | | | |
| A | Ref U 802; Outside access Device for Panic Bolt | nr | 57 | | |
| B | Ref U 803; Panic Bolt for Single Fire Escape Door | nr | 57 | | |
| | Lever action lock complete with handles | | | | |
| C | 2277-78; 3 - Lever entrance lock; anodised aluminium | nr | 573 | | |
| D | Ref 22550-78; 5 - Lever entrance lock; anodised aluminium | nr | 87 | | |
| | Door stops | | | | |
| E | rubber fixed to concrete floor or masonry walling | nr | 1,213 | | |
| | Door handles | | | | |
| F | Ref "Toucan"; complete with "pull" and "push" plates; solid brass | nr | 496 | | |
| | Pull handles | | | | |
| G | 300 mm long aluminium handle | nr | 496 | | |
| | Symbol plates | | | | |
| H | Fire door "keep shut" sign; satin anodised aluminium | nr | 57 | | |
| I | 150 x 100mm Door Number" Office designation; symbol plate cat No. MSC/FSC - 75; polished brass | nr | 660 | | |
| To Collection Kshs | | | | | |
| Project: QC0907BR1 | | | | | Page 4/2-9 |

| PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE BLOCK-KNA | | | | | |
|---|---|----|--------------------|--|------|
| Item | | | | | Kshs |
| Section 4: OFFICE BLOCK INTERIOR FIT-OUT | | | | | |
| <u>Supply and Fix the following iron mongery with matching screws as per "UNION" catalogue or other equal and approved</u> | | | | | |
| | Cylinder mortice dead locks | | | | |
| A | Ref L-2109-78SS; Europrofile cylinder dead lockcase; stainless steel | nr | 496 | | |
| B | Ref 2x810/62PL; Europrofile double cylinder dead lock; sanded brass | nr | 496 | | |
| | Escutcheons | | | | |
| C | Ref 5305-05SS; Euro Profile Cylinder Escutcheon (each); stainless steel | nr | 496 | | |
| | Door handles | | | | |
| D | Ref 6109-06SS; Sandpiper Lever Furniture Handle on Rose (pair); stainless steel | nr | 717 | | |
| To Collection Kshs | | | | | |
| Project: QC0907BR1 | | | Page 4/2-10 | | |

| PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE BLOCK-KNA | | | | | | |
|---|--|--|--|--|--------------------|--|
| Item | Section 4: OFFICE BLOCK INTERIOR FIT-OUT | | | | Kshs | |
| | <u>COLLECTION</u> | | | | | |
| | Page 4 | | | | | |
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| | Page 8 | | | | | |
| | Page 9 | | | | | |
| | Page 10 | | | | | |
| | To Summary Kshs | | | | | |
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| PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE BLOCK-KNA | | | | | |
|---|---|----|--------|--|------|
| Section 4: OFFICE BLOCK INTERIOR FIT-OUT | | | | | |
| Element 3: Floor Finishes | | | | | |
| Item | | | | | Kshs |
| <u>M10 CEMENT:SAND/CONCRETE SCREEDS/TOPPINGS</u> | | | | | |
| <u>Cement-sand 1:3 to :-</u> | | | | | |
| Floors | | | | | |
| A | 30 mm Thick screed finished to receive porcelain tiles (measured separately) | m2 | 9,301 | | |
| B | 40 mm Thick screed finished to receive Carpet Tiles (measured separately) | m2 | 20,704 | | |
| <u>M40 STONE/CONCRETE/QUARRY/CERAMIC TILING/MOSAIC</u> | | | | | |
| <u>Approved high quality “Spanish sourced or approved equivalent” non-slip colour glazed porcelain floor tiles laid on prepared screed (measured separately)</u> | | | | | |
| Floors | | | | | |
| C | 600 x 600x 12 mm thick tiles bedded, jointed and pointed in matching colour mortar on prepared backing | m2 | 9,301 | | |
| Skirting bedded, jointed and pointed in matching colour mortar on prepared backing | | | | | |
| D | 20 x 100 mm high | m | 10,086 | | |
| <u>WALL TO WALL CARPETS</u> | | | | | |
| E | 10mm thick Heavy duty wall to wall carpet (80;20 wool/polyester) on 10mm thick Fibre underlay all laid to manufacturer’s specifications. | m2 | 10,000 | | |
| To Collection Kshs | | | | | |

| PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE BLOCK-KNA | | | | | |
|--|--|----|--------------------|--|------|
| Item | | | | | Kshs |
| Section 4: OFFICE BLOCK INTERIOR FIT-OUT | | | | | |
| <u>M50 RUBBER/PLASTICS/CORK/LINO/CARPET TILING/SHEETING</u> | | | | | |
| <u>Carpet tiling</u> | | | | | |
| Floors | | | | | |
| A | 10 mm thick 600 x 600 mm “Bermuda” or other equal and approved high quality heavy duty carpet fixed on cement and sand screed (m/s) complete with brass nap lock trims at door openings and properly tacked in under skirtings | m2 | 20,704 | | |
| <u>P20 UNFRAMED ISOLATED TRIMS/SKIRTINGS/SUNDRY ITEMS</u> | | | | | |
| <u>Wrot Mahogany: selected and kept clean</u> | | | | | |
| Timber skirting | | | | | |
| B | 100 x 25 mm; plugged to masonry | m | 20,572 | | |
| To Collection Kshs | | | | | |
| <u>COLLECTION</u> | | | | | |
| Page 12 | | | | | |
| Page 13 | | | | | |
| To Summary Kshs | | | | | |
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| PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE BLOCK-KNA | | | | | |
|--|--|----|--------------------|--|------|
| Section 4: OFFICE BLOCK INTERIOR FIT-OUT | | | | | |
| Element 4: Ceiling Finishes | | | | | |
| Item | | | | | Kshs |
| <u>CEILING FINISH</u> | | | | | |
| <u>Ceiling board</u> | | | | | |
| A | 600 x 600 mm Modular acoustic ceiling as Hunter Douglas or other equal and approved complete with and including aluminium framework | m2 | 20,704 | | |
| <u>Gypsum Ceiling</u> | | | | | |
| B | 12 mm thick moulded gypsum ceiling board fixed to and including 50 x 50mm aluminium channel suspension frame work branding at 600 mm centres both directions fixed with clout headed nails and set out in symmetrical panels with 'V' joints | m2 | 9,301 | | |
| <u>P20 UNFRAMED ISOLATED TRIMS/SKIRTINGS/SUNDRY ITEMS</u> | | | | | |
| <u>Interior Decorative Ceiling Cornices</u> | | | | | |
| C | Gypsum moulded cornice with detailed to architects design 50 x 75 mm | m | 30,572 | | |
| To Summary Kshs | | | | | |
| Project: QC0907BR1 | | | Page 4/4-14 | | |

| PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE BLOCK-KNA | | | | | | |
|---|---|------|--------------------|--|------------|------|
| | Section 4: OFFICE BLOCK INTERIOR FIT-OUT Element 5: Builders Works in connection with services | | | | | |
| Item | <u>A54 PROVISIONAL SUMS</u> <u>The quantities and nature of work indicated are provisional. The actual work done shall be ascertained, valued and adjustments made accordingly.</u> | | | | | Kshs |
| A | Provide a Provisional sum of Kenya shillings Twenty Million Only (20,000,000/=)only for builders works in connection with services to be executed as authorized by the Architect and to be measured and valued by the quantity surveyor in accordance with the contract | item | | | 20,000,000 | 00 |
| To Summary Kshs | | | | | | |
| Project: QC0907BR1 | | | Page 4/5-15 | | | |

| PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE BLOCK-KNA | | | | |
|--|---------|----------------|--|------|
| Section 4: OFFICE BLOCK INTERIOR FIT-OUT | | | | |
| <u>SUMMARY</u> | | | | Kshs |
| Element 1: Partitions & Screens | Page 3 | | | |
| Element 2: Doors | Page 11 | | | |
| Element 3: Floor Finishes | Page 13 | | | |
| Element 4: Ceiling Finishes | Page 14 | | | |
| Element 5: Builders Works in connection with services | Page 15 | | | |
| To Summary Kshs | | | | |
| Project: QC0907BR1 | | Page 16 | | |

| PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE BLOCK-KNA | | | | | |
|--|--|--------------------|--|------------|----|
| Section 5: PRIME COST & PROVISIONAL SUMS | | | | | |
| Element 2: Provisional Sums | | | | | |
| Item | | | | Kshs | |
| <u>A54 PROVISIONAL SUMS</u> | | | | | |
| <u>The quantities and nature of work indicated are provisional. The actual work done shall be ascertained, valued and adjustments made accordingly.</u> | | | | | |
| A | Provide a Provisional sum of Kenya shillings twenty five Million (25,000,000/=) only for Kenyan Coat of arms Installations and Interior Decorations Fittings & Fixtures to be executed as authorised by the Architect and to be measured and valued by the quantity surveyor in accordance with the contract | item | | 25,000,000 | 00 |
| To Summary Kshs | | | | | |
| Project: QC0907BR1 | | Page 5/2-17 | | | |

PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE BLOCK-KNA

Section 5: PRIME COST & PROVISIONAL SUMS

SUMMARY

Kshs

Element 2: Provisional Sums

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To Summary Kshs

Project: QC0907BR1

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| PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE BLOCK-KNA | | | | | |
|---|--|------------------|--|--|------|
| Section 6: CONTINGENCY AND FLUCTUATIONS | | | | | |
| Element : | | | | | |
| Item | | | | | Kshs |
| A | <u>A54 CONTINGENCIES AND FLUCTUATION</u> | | | | |
| | Provide a Provisional Sum of Kenya shillings Fifty million (Kshs 50,000,000 /=-) for contingencies | sum | | | |
| B | Provide a Provisional Sum of Kenya shillings Fifty million (Kshs 50,000,000 /=-) for fluctuations | sum | | | |
| To Summary Kshs | | | | | |
| Project: QC0907BR1 | | Page 6-19 | | | |

PROPOSED INTERIOR FIT-OUT FOR MULTI-STOREY OFFICE BLOCK-KNA

Section 6: CONTINGENCY

SUMMARY

Kshs

Element :

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Project: QC0907BR1

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**PROPOSED INTERIOR FIT-OUT FOR MULTI - STOREY OFFICE BLOCK FOR
KENYA NATIONAL ASSEMBLY
(WP ITEM NO D29NB/NBI 901 – JOB NO 7753C)**

GRAND SUMMARY

**FOR TENDERERS
USE**

FOR OFFICIAL USE

Kshs

Kshs

1.0 Volume 16: Interior Fit-out

Section 1: Preliminaries

Section 2: Preambles & Pricing Notes

Section 3: Office Block Interior Fit-out

Section 4: P.C & Provisional Sums

Section 5: Contingency/fluctuations

Total Building Works & Services

Add VAT @ 16%

Total carried to form of Tender Kshs

Amount of tender in Words.....
.....

Tenderers Signature & Stamp

Name of Witness

.....
Address

.....
Address

Date:

Signature of Witness

.....

Date:

FORM OF TENDER

TO: Clerk of the Senate/Secretary PSC,
_____ [date]

PROPOSED INTERIOR FIT_OUT FOR MULTI-STOREY OFFICE BLOCK
FOR THE PARLIAMENTARY SERVICE COMMISSION
(WP ITEM NO BD29NB/NBI 901 – JOB NO 7753C)

Dear Sir,

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

2. We undertake, if our tender is accepted, to commence the works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the works comprised in the Contract within the time stated in the appendix to Conditions of Contract.

3. We agree to abide by this tender until [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.

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

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

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

duly authorized to sign tenders for and on behalf of _____

[Name of Contractor] _____

[Address of Contractor] _____

Witness; Name: _____

Address: _____

Signature: _____

Date: _____

LIST OF ARCHITECTURAL DRAWINGS

| Drawing No. | Title |
|--------------------|--|
| L [00]100 | Proposed Revised Landscaping |
| L [01]02 | Site Plan |
| L [--]-- | Tunnel Plan - GF |
| L [--]-- | Tunnel Plan – Basement -2 |
| L [--]-- | Elevation |
| L [01] 34 | Section |
| L [01]35 | Section through dome |
| L [01]19 | Roof Layout with window cleaning systems[level 26] |
| L [01]18 | Roof Tank level Flr. Plan[level 25] |
| L [01]17 | Caretakers Flats & Duty Rooms Flr. Plan [level 24] |
| L [01]16 | Restaurant Flr. Plan [level 23] |
| L [01]15 | Gymn level 2 Flr. Plan [level 22] |
| L [01]14 | Gymn level 1 Flr. Plan [level 21] |
| L [01]13 | Typical Office Flr. Plans 9-10 th ,16-17 th |
| L [01]12 | Typical Office Flr. Plans 4-8 th ,11-15 th ,18 th - 20 th |
| L [01]11 | 3 rd Flr. Sky Court Garden Flr. Plan |
| L [01]10 | Committee room level 2 |
| L [01]09 | Committee room 1 st Flr. |
| L [01]08 | Ground Flr. Plan |
| L [01]07 | Basement 1 Flr. Plan |
| L [01]06 | Basement 2 Flr. Plan |
| L [01]05 | Basement 3 & 4 Flr. Plan |
| L [01]04 | Basement 5 Flr. Plan |
| L [01]03 | Basement 6 Flr. Plan |

LIST OF STRUCTURAL DRAWINGS

| Drawing No. | Title |
|--------------------|---|
| SB169/WCE/KNA-14A | Roof Structural Layout [level 25] |
| SB169/WCE/KNA-14 | Caretakers Flats & Duty Rooms Structural [level 24] |
| SB169/WCE/KNA-13 | Restaurant Flr. Structural Layout [level 23] |
| SB169/WCE/KNA-12A | Gymn level 1&2, Roof Reinforced concrete details [level 21,22&23] |
| SB169/WCE/KNA-12 | Gymn level 1&2 Structural Layout [level 21&22] |
| SB169/WCE/KNA-10 | Typical Office Flr. Structural Layout [4 th -9 th ,11 th -16 th ,18 th - 20 th] |
| SB169/WCE/KNA-09A | Third Flr. Sky Garden Reinforced Concrete details |
| SB169/WCE/KNA-09 | Third Flr. Sky Garden Structural Layout |
| SB169/WCE/KNA-08 | Second Flr. Structural Layout |
| SB169/WCE/KNA-07 | First Flr. Structural Layout |
| SB169/WCE/KNA-06 | Ground Flr. Structural Layout |
| SB169/WCE/KNA-05 | Basement 1 Structural Layout |
| SB169/WCE/KNA-04A | Basement 2 Reinforced Concrete details tructural Layout |
| SB169/WCE/KNA-04 | Basement 2 Structural Layout |
| SB169/WCE/KNA-03 | Basement 3 - 4 Structural Layout showing Extended Parking |
| SB169/WCE/KNA-02 | Basement 5 Structural Layout showing Extended Parking |
| SB169/WCE/KNA-01 | Basement 6 /Water tanks Structural Layout |
| SB169/WCE/KNA-18 | Tunnel from parliament floor & foundation layout |
| SB169/WCE/KNA-21 | Tunnel from parliament at 1 st floor level |
| SB169/WCE/ST 003 | Typical Truss Support to Curtain Wall |
| SB169/WCE/ST - 002 | Typical Truss Support to Curtain Wall Entire plan |