

# REPUBLIC OF KENYA



**PARLIAMENT OF KENYA**  
**PARLIAMENTARY SERVICE COMMISSION (PSC)**  
**P.O. BOX 41842 - 00100**  
**NAIROBI**  
**Email: [csenate@parliament.go.ke](mailto:csenate@parliament.go.ke)**

## **TENDER DOCUMENT**

**TENDER NO. PSC/013/2015-2016**

**FOR**

**PROPOSED CONSTRUCTION OF DINING HALL AND KITCHEN CENTRE  
FOR PARLIAMENTARY STUDIES AND TRAINING (CPST)**

**TENDER SUBMISSION DEADLINE:-**

**FRIDAY, 27<sup>TH</sup> MAY 2016 AT 10.00AM**

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## **SECTION I : INVITATION FOR TENDERS**

### **TENDER NO. PSC/013/2015-2016 FOR CONSTRUCTION OF THE PROPOSED CENTRE FOR PARLIAMENTARY STUDIES AND TRAINING DINING HALL AND KITCHEN**

The **Parliamentary Service Commission** invites sealed tenders for Construction of a Kitchen and Dining Hall at the **Centre of Parliamentary Studies and Training commonly known as CPST as per the attached Bill of Quantities (BQs).**

Interested Bidders may obtain further information and inspect the Tender Documents for free from the **Procurement Office on 10<sup>th</sup> Floor, Protection House, Parliament Road, Nairobi** or download the same from **Commission's Website; [www.parliament.go.ke](http://www.parliament.go.ke)**. The documents may be purchased upon payment of a non-refundable fee of **Kshs. 1,000.00** per set in cash or Banker's Cheque to the **Cashier on 9<sup>th</sup> Floor, Protection House, Parliament Road, Nairobi** within normal working hours or download the Tender Document for free. Those bidders who choose to download the Tender Documents **MUST** submit their details to the Procurement Office for registration before the tender submission deadline.

There will be a mandatory site visit on **Friday, 20<sup>th</sup> May 2016, 10.00am**, **CPST premises in Karen along Mbagathi Road, Nairobi.**

Duly completed tender documents as prescribed (original and copy) are to be enclosed in plain sealed envelopes, marked with the **tender number & name** and be deposited in the tender box provided on **10<sup>th</sup> floor, Protection House, Parliament Road, Nairobi** or be addressed to:-

**The Clerk of the Senate/Secretary,  
Parliamentary Service Commission (PSC),  
P. O. Box 41842-00100  
NAIROBI**

so as to be received on or before **Friday, 27<sup>th</sup> May 2016 at 10.00am.**

Tenders will be opened immediately thereafter in the presence of the Candidates who choose to attend or their representatives on **11<sup>th</sup> floor, Protection House, Parliament Road, Nairobi.**

The Commission reserves the right to accept or reject any tender and does not bind itself to accept the lowest or any tender.

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

**SECTION II: INSTRUCTIONS TO TENDERERS**

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## **SECTION II:INSTRUCTIONS TO TENDERERS**

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

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

- (g) 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.
  - (h) Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the past five years;
  - (i) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
  - (j) Authority to seek references from the tenderer's bankers;
  - (k) Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and
  - (l) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.
- 1.6 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated:
- (a) The tender shall include all the information listed in clause 1.5 above for each joint venture partner;
  - (b) The tender shall be signed so as to be legally binding on all partners;
  - (c) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (d) One of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and
  - (e) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 1.7 To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:
- (a) Annual volume of construction work of at least 2.5 times the estimated annual cash flow for the Contract;
  - (b) Experience as main contractor in the construction of at least five (5) projects of similar nature and magnitude in the past five (5) years.
  - (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 be Kshs.5,000/=
- 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 technical qualification requirements comprising of the criteria set out in Clause 1.5 a – j of these instructions, the documents listed below and any addenda issued in accordance with Clause 2.4.
- (a) These Instructions to Tenderers
  - (b) Form of Tender and Qualification Information
  - (c) Conditions of Contract
  - (d) Appendix to Conditions of Contract
  - (e) Specifications
  - (f) Drawings
  - (g) Bills of Quantities
  - (h) Forms of Securities

- 2.2 The tenderer shall examine all Instructions, Forms to be filled and Specifications in the tender documents. Failure to furnish all information required by the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderer's risk and may result in rejection of his tender.
- 2.3 A prospective tenderer making an inquiry relating to the tender documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will only respond to requests for clarification received earlier than seven days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all tenderers. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders, in accordance with Clause 4.2 here below.

### **3. Preparation of Tenders**

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

- 3.4 The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of one hundred and eighty(180) days from the date of submission. However in exceptional circumstances, the Employer may request that the tenderers to 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 authorized 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 initialed 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 bidder shall furnish as part of his Tender a Tender Security in the amount as follows: -

BID AMOUNT (KShs)		BID SECURITY (KShs)
From	To	
0.00	1,000,000.00	10,000.00
1,000,001.00	2,500,000.00	25,000.00
2,500,001.00	5,000,000.00	50,000.00
5,000,001.00	10,000,000.00	100,000.00
10,000,001.00	20,000,000.00	200,000.00
20,000,001.00	50,000,000.00	500,000.00
50,000,001 and Above		1,000,000.00

The Tender Security shall be from a reputable Bank or Insurance Company approved by Public Procurement Regulatory Authority (PPRA), in the prescribed format and valid for 180 days from the date of tender closing. This amount is required as a bid security and in the event of the bidder failing to comply with any or all the conditions laid down in the form of bid security, the amount of surety in respect of the bid shall be forfeited to the Parliamentary Service Commission (PSC) to defray expenses incurred in soliciting these bids (including consequential damage in delay to the commencement of works).

The Employer will reject any Tender not accompanied by an acceptable Tender security as non-responsive.

The Tender Securities of unsuccessful Bidders will be discharged/returned as promptly as possible, but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Employer.

The Tender security of the successful Tenderer will be discharged upon the Tenderer accepting the award of the contract and furnishing the required Performance Security.

The Tender Security may be forfeited: -

- (a) If a Tenderer withdraws his Tender after Tender opening during the period of Tender validity; or
- (b) In the case of a successful Tenderer, if he fails within the specified time limit to:
  - (i) Sign the Contract, or
  - (ii) Furnish the necessary Performance Security.

#### 4. Submission of Tenders

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- 4.1 The tenderer shall seal the original and all copies of the tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as "**ORIGINAL**" and "**COPIES**" as appropriate. The inner and outer envelopes shall:
    - (a) be addressed to the Employer at the address provided in the invitation to tender;
    - (b) bear the name and identification number of the Contract as defined in the invitation to tender; and
    - (c) provide a warning not to open before the specified time and date for tender opening.
  - 4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender. However, the Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Sub-Clause 2.5 in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.
  - 4.3 Any tender received after the deadline prescribed in clause 4.2 will be returned to the tenderer un-opened.
  - 4.4 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 4.2. Each 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 technically 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 technically 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.

## TENDER DATA SHEET (TDS)

### Instructions to Tenderers Clause Reference

TDS Ref. No.	ITT Clause No.	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
<b>A. Introduction</b>		
1.	1.1	The Procuring Entity is PARLIAMENTARY SERVICE COMMISSION
2.	1.1	Name of Project is <b>Construction of CPST Dining Hall and Kitchen as per the Bill of Quantities CONSTRUCTION</b>
3.	1.2	The expected completion date of the works is <b>30<sup>st</sup> June 2018</b>
4.	1.3	The Objectives of the Project are <i>to ensure</i> <b>Construction of CPST Dining Hall and Kitchen as per the Bill of Quantities</b>
5.	2.1	Name of financing institution is Parliamentary Service Commission -Name of the Procuring Entity is <b>Parliamentary Service Commission</b> -Financial Year 2016/17 and 2017/18 - Describe works under the contracts: <b>Construction of CPST Dining Hall and Kitchen as per the Bill of Quantities</b>
6.	2.2	The loan/ credit number is N/A
7.	5.1	Alternative Tenders are <i>not allowed</i>
8.	5.2	Alternative time for completion <i>not applicable</i>
9.	3.1	Only Tenderers registered in <b>registered</b> with the National Construction Authority (NCA) under the relevant category shall be considered. This Tender is: <b>exclusively reserved for Kenyan contractors</b>
10.	7.3	A Pre-Tender meeting will take place at the <b>CPST Premises in Karen along Mbagathi Road, Nairobi</b> on... <b>Friday, 20<sup>th</sup> May 2016</b> at <b>10.00AM</b> . The site visit will be conducted immediately after the pre-tender meeting.
B	7.5	The minutes of the pre-Tender meeting will be transmitted within two working days of the pre-tender meeting
	7.6	Non-attendance of the site visit and the pre-tender meeting will result in disqualification

<b>B. Tendering Documents</b>		
12.	8.2	The number of copies to be completed and returned with the Tender is 2No. (Two): 1No. (one) Original and 1No. (one) copy
13.	8.1	Address for clarification of Tendering Document is: <b>The Chief Procurement Officer, Parliamentary Service Commission, P. O. Box 41824 – 00100, Nairobi.</b>
14.	8.2	Period to Respond to request for clarification by the Procuring Entity: <b>3 days</b> Period Prior to deadline for submission of Tenders for Tenderers to request clarification: <b>7 days</b>

<b>C. Preparation of Tenders</b>		
15.	11.1	Language of Tender and all correspondence shall be <b>English language</b>
16.	13.3	The evaluation proceedings shall be recorded in properly signed report which shall not be made public or communicated to any tenderer (apart from reasons pertaining to a certain bidder's failure). <b>Minimum qualifying Criteria to Determine Responsiveness/Preliminary evaluation:</b> <ol style="list-style-type: none"> <li>i. Valid Tax Compliance Certificate</li> <li>ii. Copy(ies) of certificate(s) of registration, and principal place of business</li> <li>iii. Tender Security of 2% of the Tender sum valid for a period of 180 days from the date of tender closing from a Reputable Bank or Insurance Company approved by Public Procurement Regulatory Authority (PPRA). Firms registered by the National Treasury as Youth, Women and Persons with Disability Owned Enterprises are exempted from this requirement but must attach the Certificate of Registration from the National Treasury as evidence and fully fill the Tender Declaration Form.</li> <li>iv. List of projects undertaken of similar nature, their monetary value in the last five years and clients who may be contacted for further information on these contracts</li> <li>v. List of major items of construction and maintenance equipment owned</li> <li>vi. qualifications and experience of key site management and technical personnel proposed for the Contract</li> </ol>

		<ul style="list-style-type: none"> <li>vii. Audited financial statements for year 2013 and year 2014.</li> <li>viii. Letter of Authority to PSC authorizing PSC to seek information from the Tenderer's bankers.</li> <li>ix. Category of Registration with the National Construction Authority (NCA) in the relevant trade/ category</li> <li>x. Proof of payment for the Tender Document</li> <li>xi. The company must be owned be registered in Kenya and be fully owned by Kenyans</li> <li>xii. Tenderer's bid must be complete – numbered, initialed and stamped</li> <li>xiii. Tenderer must return an initialed and stamped (on every page) originally issued Tender Document (by PSC)</li> <li>xiv. Dully filled Form of Tender</li> <li>xv. Filled Statement of Compliance</li> <li>xvi. Filled Confidential Business Questionnaire</li> <li>xvii. Filled Personnel and Experience forms</li> <li>xviii. Filled Tender Questionnaire Form</li> <li>xix. Must submit Original and one (1No.) copy</li> <li>xx. Filled Litigation History Form</li> <li>xxi. Attendance of Mandatory Site Visit.</li> </ul> <p><b>Any Tenderers who do not satisfy any of the above requirements shall be considered non-responsive and their tenders will not be evaluated further.</b></p>
17.	13.4	In the case of joint venture each partner shall submit information required under Clause ITT Clause 13.4. <b>In addition the Tenderer shall furnish the Joint Venture Agreement</b>
18.	16.4	The price and quantities variation will only allowed where there is proportionate increase or decrease in the scope of works and upto allowable limits as provided by the Public Procurement and Asset Disposal Act, 2015. Information to be submitted to support price variations are supporting documentation in form of monthly inflation report by Central Bank of Kenya and Consumer Price Index by the Kenya National Bureau of Statistics.
19.	17.1	The currency in which the prices shall be quoted shall be: <b><i>Kenyan Shilling</i></b>
20.	17.2 30.2	Not Applicable
21.	18.1	The Tender validity period shall be <b>150 days</b> .
22.	19.1	Tender Security is not applicable. Tenderers shall instead fill the Tender Securing Declaration Form
23.	20.1	In addition to the original of the Tender, the Tenderer should submit <b>1No. (one) copy</b> .
24.	20.2	Written confirmation of authorization are – the Managing Director/ CEO or any person in the Tenderer's organization that is authorized by the Managing Director/ CEO

#### D. Submission of Tenders

25.	21.2 a)	Tenders shall be submitted to <b>Parliamentary Service Commission, Parliament Road/ Haile Selassie Junction Protection House, 11<sup>th</sup> Floor, Board Room, Nairobi.</b>
26.	21.2 b)	Project name: <b>Construction of CPST Dining Hall and Kitchen</b> Tender number: <b>TENDER NO.: PSC/ 013 / 2015-2016</b> Time and date for submission: on or before, <b><i>Friday, 27<sup>th</sup> May 2016....at .....10.00am</i></b>
27.	22.1	The deadline for Tender submission is a) Day: ..... <b>Friday</b> ..... b) Date: ..... <b>27<sup>th</sup> May 2016</b> ..... c) Time: on or before ..... <b>10.00</b> .....( <i>time</i> ) <b>AM</b>
28.	22.3	The extension of the deadline for submission of Tenders shall be made not later than <b>7 days</b> before the expiry of the original deadline.
29	24.4	Expiry of Tender validity is ... <b>150 days from the date of tender closing</b> .

#### E. Opening and Evaluation of Tenders

29.	25.1	The Tender opening shall take place at: <b>Parliament Road/ Haile Selassie Junction Protection House</b>
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**11<sup>th</sup> Floor, Board Room  
Nairobi.**  
Date: ....Friday, 27<sup>th</sup> May 2016....at .....10.00am

**30                      28**

**Technical Evaluation Criteria:**

- 1) The firm must meet all the preliminary/mandatory requirements**
- 2) The bid shall be further evaluated based on the following scoring criteria:-**  
**(The evaluation proceedings shall be recorded in properly signed report which shall not be made public or communicated to any tenderer (apart from reasons pertaining to a certain bidder's failure).**

Item	Description	Points Scored	Max. Point
1	<b>Key Personnel/ employee (attach Evidence): Must provide details of lead personnel (degree holder - supervisor), a Diploma holder in engineering (technician), and two artisans in relevant engineering fields</b>		28
	<ul style="list-style-type: none"> <li>• Holder of Degree (Supervisor) in relevant engineering field (1 person) ---- 4, OR</li> <li>• Holder of Degree (Supervisor) in any other field (1 person) ----- 3</li> <li>• Holder of Diploma (Technician) in engineering field 1 person) ----- 4</li> <li>• Holder of Trade test Certificate or certificate in relevant field (2 persons): ---@ 3 marks</li> </ul>		14
	<b>Experience of Degree holder of the key personnel in relevant field</b>		4
	<ul style="list-style-type: none"> <li>• With six years and over experience in similar work-----4</li> <li>• With four to five years experience in similar work ----- 3</li> <li>• With 1-3 years experience in similar work ----- 2</li> <li>• Without degree or diploma in relevant field -----0</li> </ul>		4
	<b>Experience of Diploma holder of key personnel in relevant field</b>		4
	<ul style="list-style-type: none"> <li>• With six years and over experience in similar work-----4</li> <li>• With four to five years experience in similar work ----- 3</li> <li>• With 1-3 years experience in similar work ----- 2</li> <li>• Without diploma in relevant field -----0</li> </ul>		4
	<b>Experience of at least 2 Artisan/trade certificate holders of key personnel in relevant field</b>		6
	<ul style="list-style-type: none"> <li>• With six years and over experience in similar work ----- @3</li> <li>• With four to five years experience in similar work -----@2</li> <li>• With 1-3 years experience in similar work ----- @ 1</li> <li>• Without Artisan/ Trade Certificate in relevant field ----- 0</li> </ul>		6
2	<b>Projects completed in the last five years (max. of 5 projects)-Attach completion evidence</b>		15
	<ul style="list-style-type: none"> <li>• Projects of similar Nature and complexity ----- 3</li> <li>• Project of similar nature but lower complexity ----- 2</li> <li>• No completed projects -----0</li> </ul>		15
3	<b>Ongoing projects (max. of 5 projects) – attach evidence of award</b>		15
	<ul style="list-style-type: none"> <li>• Projects of similar Nature and complexity ----- 3</li> <li>• Project of similar nature but lower complexity -2</li> <li>• No completed projects -----0</li> </ul>		15
4	<b>Schedule of contractors equipment and transport (proof or evidence of ownership)</b>		8
	<ul style="list-style-type: none"> <li>• Means of transport(at least 2 vehicle – company owned or be loaned/made to be used by company)----- 4 each</li> <li>• No means of transport ----- 0</li> </ul>		8
	<b>For specific equipment required in undertaking the work being tendered</b>		8
	<ul style="list-style-type: none"> <li>• At least 4 different equipment -----2 marks each</li> </ul>		8
5	<b>Financial Report</b>		10
	<b>Audited Financial Report (last two (2) years) – Year 2012 and Year 2013</b>		10
	<ul style="list-style-type: none"> <li>• Turnover for year 2013 greater or equal to 3 times the quoted amount ----- 10</li> <li>• Turn over for year 2013 greater or equal to 2 times the quoted amount ----- 6</li> <li>• Turn over for year 2013 greater or equal to the quoted amount - 4</li> <li>• Turn over for year 2013 below the quoted amount ----- 2</li> </ul>		10
6	<b>Evidence of Financial Resources (cash in hand, lines of credit, over draft facility, bank undertaking to finance e. t. c.,</b>		12
	<ul style="list-style-type: none"> <li>• Has financial resources equal or above the quoted amount – 12</li> <li>• Has financial resources less than the quoted amount ----- 6</li> <li>• Has not indicated sources of Financial Resources ----- 0</li> </ul>		12
7	<b>Name, Address and Telephone of Banks (Contractor to provide)</b>		4
	<ul style="list-style-type: none"> <li>• Provided ----- 4</li> <li>• Not provided ----- 0</li> </ul>		4
	<b>TOTAL</b>		<b>100</b>

**The employer will evaluate and compare only the tenders determined to be technically responsive  
Any tenders which does not score 60% or above shall be considered to be technically non responsive  
and shall not be evaluated any further.**

		<p><b>FINANCIAL EVALUATION</b></p> <p>Following the completion of the technical evaluation, tenders which are technically responsive shall be evaluated financially. Tenders determined to be technically responsive shall be checked for any arithmetic errors in computation and summation. Errors shall be corrected as follows:-</p> <ol style="list-style-type: none"> <li>Where there is a discrepancy between the amounts in figures and also words, the amount in words shall prevail; and</li> <li>Where there is a discrepancy between the unit price and the total amount derived from multiplication of the unit price and quantity, the unit price as quoted shall prevail, unless in the opinion of the Employer there is an obvious error in the unit price, in which event the total amount as quoted shall prevail and the unit price shall be corrected by the Employer.</li> <li>In the event of a discrepancy between the tender sum and as stated in the form of tender and the corrected figure in the summary of the Bills of Quantities, the corrected tender sum shall prevail, unless the Tenderer sticks to the Form of Tender Sum which disadvantages him. Note: The PSC shall write to the tenderers seeking to correct any arithmetic errors.</li> <li>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 tender sum less any Prime Cost and Provisional Sums.</li> <li>The Error Correction Factor shall be applied to the Tender sum less any Prime Cost and Provisional Sums for the purposes of valuation for Interim Certificates and valuations.</li> <li>The amount stated in the tender sum will be adjusted in accordance with the above procedure for 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 amounts, the tender shall be rejected.</li> </ol> <p>The employer shall award the contract to the lowest evaluated tenderer provided that the tender is within the available funds.</p>
<b>30</b>	<b>32</b>	Additional Preference : <b><i>Not Applicable</i></b>
<b>31</b>	<b>34</b>	Post-qualification: PSC may undertake post-qualification
<b>32.</b>	<b>38.1</b>	The quantities maybe varied based on prior approval by the Commission. Information to be submitted to support price variations are supporting documentation in form of monthly inflation report by Central Bank of Kenya and Consumer Price Index by the Kenya National Bureau of Statistics.
<b>F. Award of Contract</b>		
<b>33</b>	<b>41</b>	The amount of Performance Security shall be <b><i>5% of the contract price</i></b>
<b>34</b>	<b>42</b>	The Advance Payment shall be: <b>There shall be no advance payment</b>
<b>35</b>	<b>43</b>	The proposed adjudicator for the project is: There shall be adjudicator.
<b>G. Review of Procurement Decisions</b>		
<b>37.</b>	<b>46.1</b>	The address for submitting appeals to Administrative Review Board : The Secretary, Public Procurement Administrative Review Board ,10 <sup>th</sup> Floor ,National Bank building, P.O. Box 58583-00200, NAIROBI, Kenya. Tel: +254 (0) 20 3244000, Email: <a href="mailto:info@ppoa.go.ke">info@ppoa.go.ke</a> , Website: <a href="http://www.ppoa.go.ke">www.ppoa.go.ke</a>

### **SECTION III: CONDITIONS OF CONTRACT**

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## **SECTION III: 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 labor 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 authorized by the Project Manager, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

### **16. Instructions**

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

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

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

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

## **18. Management Meetings**

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

## **19. Early Warning**

- 19.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the Work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 19.2 The Contractor shall cooperate with the Project Manager in making and considering proposals on how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the Work and in carrying out any resulting instructions of the Project Manager.

## **20. Defects**

- 20.1 The Project Manager shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a defect and to uncover and test any Work that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor, However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 20.2 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- 20.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Project Manager's notice. If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

## **21. Bills Of Quantities**

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

## **22. Variations**

- 22.1 All variations shall be included in updated programs produced by the Contractor.
- 22.2 The Contractor shall provide the Project Manager with a quotation for carrying out the variations when requested to do so. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period as may be stated by the Project Manager and before the Variation is ordered.
- 22.3 If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 22.4 If the Contractor's quotation is unreasonable, the Project Manager may order the variation and make a change to the Contract price, which shall be based on the Project Manager's own forecast of the effects of the variation on the Contractor's costs.
- 22.5 If the Project Manager decides that the urgency of varying the Work would prevent a quotation being given and considered without delaying the Work, no quotation shall be given and the variation shall be treated as a Compensation Event.
- 22.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 22.7 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

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

- 23.1 The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.

- 23.2 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed; materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.
- 23.3 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate. If the Employer makes a late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.
- 23.4 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 23.5 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 23.6 The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of any changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.
- 23.7 In the event that an advance payment is granted, the following shall apply:-
- a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.
  - b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.
  - c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under

the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

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

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

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

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

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

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

## 24. Compensation Events

24.1 The following issues shall constitute Compensation Events:

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

- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
  - (i) The effects on the Contractor of any of the Employer's risks.
  - (j) The Project Manager unreasonably delays issuing a Certificate of Completion.
  - (k) Other compensation events described in the Contract or determined by the Project Manager shall apply.
- 24.2 If a compensation event would cause additional cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 24.3 As soon as information demonstrating the effect of each compensation event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.
- 24.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having co-operated with the Project Manager.
- 24.5 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Appendix to Conditions of Contract.
- 24.6 The Contractor shall give written notice to the Project Manager of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter.

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

## **25. Price Adjustment**

- 25.1 The Project Manager shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.
- 25.2 The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provisions in the Contract Bills of Quantities or Specifications) for permanent incorporation in the Works. Unless otherwise stated in the Contract, if at any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Project Manager shall assess the net

difference in the cost of such materials. Any amount from time to time so assessed shall be added to or deducted from the Contract Price, as the case may be.

- 25.3 Unless otherwise stated in the Contract, the Contract Price shall be deemed to have been calculated in the manner set out below and in sub-clauses 25.4 and 25.5 and shall be subject to adjustment in the events specified thereunder;
- (i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
  - (ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labor 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. Day works**

- 29.1 If applicable, the Day works 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 Day works 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 Day works subject to obtaining signed Day works forms.

## **30. Liability and Insurance**

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

- (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
    - (ii) negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
  - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.
- 30.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer's risk except loss or damage due to;
- (a) a defect which existed on or before the Completion Date.
  - (b) an event occurring before the Completion Date, which was not itself the Employer's risk
  - (c) the activities of the Contractor on the Site after the Completion Date.
- 30.3 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risk are Contractor's risks.
- The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Appendix to Conditions of Contract for the following events;
- (a) loss of or damage to the Works, Plant, and Materials;
  - (b) loss of or damage to Equipment;
  - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and
  - (d) Personal injury or death.
- 30.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.
- 30.5 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 30.6 Alterations to the terms of insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

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

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

### **32. Final Account**

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

### **33. Termination**

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

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

- (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorized 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 favor

or disfavor 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 there under or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled

to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

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

## APPENDIX TO CONDITIONS OF CONTRACT

The Employer is

Name: **THE PARLIAMENTARY SERVICE COMMISSION**

Address: **P.O. BOX 41842, 00100 NAIROBI**

Name of Authorized Representative: **THE CLERK OF THE SENATE/ SECRETARY, PARLIAMENTARY SERVICE COMMISSION (PSC).**

Telephone: **+254 20 2221291, +254 20 2848000**

Facsimile: **+254 20 336589**

The Project Manager is

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

The name (and identification number) of the Contract is: **PROPOSED CENTRE FOR PARLIAMENTARY STUDIES AND TRAINING DINING HALL**

The Works consist of: **demolition and reconstruction of new partitions and replacement of doors, installation of carpets, etc.**

The Start Date shall be **AGREED WITH THE EMPLOYER**

The Intended Completion Date for the whole of the Works shall be \_\_\_\_\_ **(TO BE INSERTED BY THE CONTRACTOR)**

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

The Contractor shall submit a revised program for the Works within **SEVEN (7)** days of delivery of the Letter of Acceptance.

The Site Possession Date shall be **agreed with the CLIENT**

The Site is located at **CENTRE FOR PARLIAMENTARY STUDIES AND TRAINING DINING HALL**

The Defects Liability period is **180** days.

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

1. **None**

The minimum insurance covers shall be;

1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design **Kshs. 2,000,000.00**
2. The minimum cover for loss or damage to Equipment is **Kshs. 2,000,000.00**
3. The minimum for insurance of other property is **Kshs. 10,000,000.00**
4. The minimum cover for personal injury or death insurance
  - For the Contractor's employees is **Kshs. 2,000,000.00**
  - And for other people is **Kshs. 2,000,000.00**

The following events shall also be Compensation Events:

1. **NONE (ONLY AS LISTED IN CLAUSE 24 OF THE CONDITIONS OF CONTRACT)**

2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

The period between Program updates is **30 (THIRTY)** days.

The amount to be withheld for late submission of an updated Program is Kshs. **50,000.00**

The proportion of payments retained is **10%** percent.

The Price Adjustment Clause **SHALL** apply

The liquidated damages for the whole of the Works is Kshs. **50,000 PERWEEK**

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 **prevailing Central Bank of Kenya rates**.

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

Advance Payment **SHALL NOT** be granted.

Prices for **V.A. T.** should be **INCLUDED ALL PRICES**.

The bidder shall submit only **one (1No) original copy** of the bills of Quantities

## SECTION IV: BILL OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><b>BILL NO. 1 : DINING BUILDING WORKS</b></p> <p>The following works to be carried out at the Centre of Parliamentary Studies and Training in Mbagathi. The works shall involve construction of a new Temporary Dining Hall. The works will include a concrete ground slab finished in floor tiles, a structural steel frame roofed in box profile sheets. The lower part of the perimeter wall shall be 150mm thick stone finished internally with wall tiles and keyed on the outside. The contractor shall provide all labor and materials. The contractor shall visit the site to familiarize himself with the scope of work. The quantities provided are estimates and the contractor is advised to visit the site and ascertain the extent of the works.</p>				
A	Clear site of all vegetation, brushes, etc: excavate to remove top soil average 200mm deep, load and cart away from site.	SM	275		
B	Excavate over site to reduce levels	CM	80		
C	Excavate foundation trenches: starting from reduced levels; for 450mm wide mass concrete wall footing.	CM	52		
D	Back fill foundation trenches in compacted selected excavated material in layers not exceeding 150mm	M3	12		
E	Natural stone foundation walling	SM	128		
F	Supply gladiator or other equal and approved anti-termite treatment and apply as recommended by manufacturer: guarantee 10years	SM	275		
G	500 gauge polythene or other equal and approved damp proof membrane laid on and including 50mm thick approved blinding	SM	275		
H	Supply and lay 300mm thick average hard core; well watered, rolled and compacted in layers not exceeding 150mm	SM	275		
I	Mass concrete grade 15 wall footing	CM	12		
J	100mm thick ground slab, reinforced with and including a142 BRC mess	SM	275		
K	150mm thick machine dressed walling	SM	102		
	Supply materials, fabricate, apply two coats of red lead oxide in work shop, deliver to site, erect or fix and apply one coat of red lead oxide the following in structural steel				
L	200mm x 200mm x6mm thick column base plate: with four holes for and including 12mm diameter; 350mm long hold down bolts set in mass concrete.	NO.	32		
M	75mm x75mm x4mm square hollow section steel columns 2700mm long: including 200mm x 200mm x 6mm thick plates on both ends, each with four holes for 12mm diameter bolts.	NO.	32		
N	75mm x50mm x 4mm rectangular hollow section steel rafters 5516mm long; including 6mm thick eave and apex plates each with4No 12mm diameter plates	NO.	16		
	<b>Total Carried to Collection</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	Ditto but 6290 mm long ditto	NO.	16		
B	75mm x 50mm x4mm rectangular hollow section steel eaves beam with 2 No. 175 mm x 125 mm x 6mm thick plates: each plate with 4No holes for 10mm diameter bolts	NO.	40		
C	Rain water gutter girth 455mm made from 2mm thick plate; all joints to be sealed for leakages.	LM	37		
D	Ditto but girth 405mm ditto	LM	72		
E	Apex hexagon made from 8 No 150mmx150mmx6mm thick plates; each with 4 No holes for 10 mm diameter bolts	NO.	5		
F	150mm x 50mm x 2.5mm thick Zed purlins including fixing cleats	LM	215		
G	Supply materials, fabricate, deliver to site, and fix the following roofing materials				
H	Box profile roofing sheets gauge 26; (measured net allow for laps)	SM	184		
I	Standard matching ridge caps in gauge 26 (measured net allow for laps)	LM	204		
J	Rain water down pipes; 3200mm long including all bends and accessories	NO.	8		
K	Allow for preparation and submission fabrication drawings and incorporation of comments after the drawings are checked.	ITEM	SUM		
	<b>Walling and floor finishes</b>				
L	Plaster to internal l surfaces of machine dressed stone walls	SM	102		
M	Painting to plastered internal walls	SM	102		
N	12mm thick floor screed to receive floor tiles	SM	275		
O	Supply materials and lay 12mm thick granito floor tiles Steel Casement Doors and Windows	SM	275		
P	Steel casement windows including all accessories and 6mm thick glass: 3000mm wide x 1500mm high.	NO.	22		
Q	Steel casement double doors including accessories and 6mm thick clear glass: 1500mm wide x 2100mm high	NO.	2		
	<b>Total Carried to Collection</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><b>The following works will involve construction of access ramps for physically challenged, at the front, rear and from the entry lobby to the lounge of the main building. The ramp slope shall not be greater than 1:12. Supply materials and construct the following ramps</b></p>				
A	Ramp from rectangular hollow steel, chequer plate boarding: surfaced with non slip rubber matt; total drop of between 300mm and 450mm	NO.	2		
B	Ramp made of seasoned treated structural grade 100x50mm cypress joists; T&G boarding; total drop of between 900mm and 1350mm	NO.	1		
C	Ramp constructed with mass concrete on existing steps; total drop of between 1350mm and 1650mm	NO.	2		
	<b>Total Carried to Collection Page</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><b><u>BILL NO.1 : DININING BUILDING WORKS</u></b></p> <p><b><u>COLLECTION PAGE</u></b></p> <p>Total Brought Forward from Page No.42</p> <p>Total Brought Forward from Page No.43</p> <p>Total Brought Forward from Page No.44</p>				
	<b>Total Carried forward to Summary Page</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>BILL NO. 2: KITCHEN BUILDING WORKS</u></b>				
	<b><u>ELEMENT NO. 1</u></b>				
	<b><u>NOTE: Quantities are measured net and contractor should allow in their rates working space, overlaps etc where applicable.</u></b>				
	<b><u>SUBSTRUCTURE (ALL PROVISIONAL)</u></b>				
	<b><u>SITE CLEARANCE</u></b>				
A	Clear site of bushes, scrubs, undergrowth and cut down small trees not exceeding 600mm girth and grub up roots and remove from site to contractor's tip	SM	226		
B	Cut down trees over 600mm but not exceeding 900mm girth load and remove from site to clients yard not exceeding 5Km from site	NO.	2		
	<b><u>SUBSTRUCTURE WORKS</u></b>				
	<b><u>Site preparation</u></b>				
C	Chemical anti-termites treatment to subsoil or fillings; Premise 200 SC or other equal and approved ; provide ten year guarantee	SM	226		
	<b><u>Excavation; stripped level</u></b>				
D	Excavate average 200mm deep to remove soil; remove from Site	SM	226		
	<b><u>Excavation; cut and fill profiles (to formation level)</u></b>				
E	Excavation to reduce levels; not exceeding 1.5 meters deep commencing from stripped levels	CM	339		
	<b><u>Excavation; trenches</u></b>				
F	Excavate trenches for wall and column foundation; commencing from reduced level; not exceeding 1.5Meters deep	CM	122		
G	Extra over excavation in hard rock class 3	CM	27		
H	Extra over excavation in hard rock class 2	CM	27		
I	Extra over excavation in hard rock class 1	CM	27		
J	Trim and level surface of rock to receive concrete blinding	SM	81		
	<b><u>Disposal of excavated material</u></b>				
K	Selected excavated material in filling to foundation trenches around walling; watered and compacted in 200mm layers (to 95% MDD)	CM	362		
L	Remove excavated materials; load and deposit away from site	CM	180		
	<b>Total Carried to Collection</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>Disposal of Water</b>				
A	Keep excavations free from all water		Item		
	<b>Planking and strutting</b>				
B	Planking and strutting to sides of all excavation; keep excavations free from all fallen materials		Item		
	<b>Hardcore</b>				
C	450mm filling to make up levels; imported approved material; deposit, spread, level and compact in 150mm layers to receive hardcore	CM	102		
D	Approved quality imported hardcore filling; deposit ,spread, level and compact in 150mm layers; to receive blinding	CM	68		
	<b>Selected Murram blinding</b>				
E	50mm Murram blinding to surface of hardcore	SM	226		
	<b>In situ Concrete; class 15/25 mm</b>				
F	50mm blinding layer; under strip footing	SM	81		
	<b>In situ Concrete; Class 25/20mm; Vibrated; Reinforced</b>				
G	Strip Foundations	CM	16		
H	150mm Floor bed	SM	226		
I	Extra over floor bed for forming thickening size 450x300; including hand packing hardcore to slopes	LM	14		
	<b>High yield square twisted bar reinforcement to BS 4461</b>				
K	Assorted bar sizes	KG	1600		
	<b>Mesh Fabric reinforcement Reference A142 to BS 4483; weighing 2.22kg per square metre; 200mm laps</b>				
L	In Floor beds	SM	226		
	<b>Total Carried to Collection</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>Sawn Formwork; to</b>				
A	Vertical sides; strip foundations	SM	54		
B	Vertical edge of bed; over 75 but not exceeding 150mm high	LM	61		
C	Vertical edge; risers; not exceeding 150mm high (steps)	LM	25		
	<b>Loading bearing stone (7N/mm<sup>2</sup>) walling ;in cement mortar (1:4);25mm hoop iron every alternate courses including Jointing with concrete columns.</b>				
D	200mm walls	SM	270		
	<b>Labors and sundries</b>				
E	One layer 1000gauge polythene sheet damp proof membrane; under floor beds; 300mm laps	SM	226		
	<b>Total Carried to Collection</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><b><u>CPST KITCHEN</u></b></p> <p><b>ELEMENT NO. 1</b></p> <p><b>SUBSTRUCTURE AND SITE CLEARANCE</b></p> <p><b><u>COLLECTION PAGE</u></b></p> <p>Total Brought Forward from Page No.46</p> <p>Total Brought Forward from Page No.47</p> <p>Total Brought Forward from Page No.48</p>				
	<b>Total Carried forward to Summary Page</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>ELEMENT NO. 2</u></b>				
	<b><u>SUPERSTRUCTURE</u></b>				
	<b>Insitu Concrete; Class 20/20mm; Vibrated;Reinforced</b>				
A	Beams	CM	13		
B	Ring beams	CM	4		
	<b>Sawn formwork; to</b>				
C	Sides and soffits; beams	SM	146		
D	Ditto; Ring beams	SM	38		
	<b>High yield square twisted bar reinforcement to BS 4461</b>				
E	Assorted bar sizes	KG	1700		
	<b><u>WALLING</u></b>				
	<b>Selected and approved quality machine cut natural stone or concrete blocks (minimum 7.0N/mm<sup>2</sup>); bedded and jointed in cement sand (1:3) mortar</b>				
F	200mm external and internal walling	SM	448		
G	Ditto; Gable walling	SM	28		
H	100mm walls reinforced with 20gauge 25mm hoop iron strips laid horizontally every alternate course	SM	8		
	<b>Damp proof courses; bituminous felt; bedded in cement and sand (1:4) mortar; 300mm laps</b>				
I	Horizontal ; 100mm wide	LM	9		
J	Horizontal ; 200mm wide	LM	135		
	<b>Total Carried to Collection</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p data-bbox="298 197 505 222"><b>ELEMENT NO. 2</b></p> <p data-bbox="298 296 537 321"><b>SUPERSTRUCTURE</b></p> <p data-bbox="298 363 545 388"><b><u>COLLECTION PAGE</u></b></p> <p data-bbox="298 491 699 516">Total Brought Forward from Page No.50</p>				
	<p data-bbox="418 1839 841 1864"><b>Total Carried forward to Summary Page</b></p>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>ELEMENT NO. 3</u></b>				
	<b><u>DOORS</u></b>				
	<b><u>Timber doors</u></b>				
	<b>Flush doors: with mahogany veneer facing both sides : hardwood lipping to all edges</b>				
A	Ditto : size 900 x 2100 mm high : solid core	NO.	4		
B	Ditto : size 900 x 2400 mm high : solid core	NO.	6		
	<b>Panel doors : wrot mahogany : selected and kept clean (provisional)</b>				
C	50 mm panel double leafed door unit (overall) size 1800 x 2400 mm high : 2no. Equal leaves :comprising 50 x 150mm stiles, top, and middle rails and 50 x 200 mm bottom rail : panels in filled with 45mm thick moulded solid mahogany boarding rebated and splayed at joint to frame (mouldings worked on both sides)	NO.	1		
D	Ditto but single leafed panel double overall size 900 x 2400 mm high	NO.	2		
	<b>GLAZING</b>				
	<b>5mm Translucent sheet glass to Architect's approval; fixed to wooden frames</b>				
E	In panes of various sizes <b>Wrot hardwood : selected and kept clean</b>	SM	5		
F	75 x 25 mm moulded architrave	LM	160		
G	50 x 230 mm frame : three labours : moulded : screwed to and and including 25 x 12 mm thick soft wood packing plate cast into plaster m/s	LM	59		
H	50 x 130 mm ditto	LM	21		
	<b>Prepare and apply prime before fixing : on wood work</b>				
I	Architraves and quadrants : not exceeding 100 mm girth	LM	160		
J	Frames : over 150 but not exceeding 225 mm girth	LM	80		
	<b>Prepare and apply three coats polyurethane clear matt varnish : on wood work</b>				
K	General surfaces : doors	SM	53		
L	Ditto : frames and architraves	SM	25		

<b>Total Carried to Collection</b>					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
	<b>Supply and fix the following ironmongery to Architect's approval : reference are to "union" or equal and approved to timber : with matching screws</b>				
A	Heavy duty steel ball bearing hinges size 100 x 76 x 2.0 mm	pairs	42		
B	Rubber door stops, oval : union cat no.DS-01PB or equal and approved, fixed with and including rawl bolt to concrete/masonry surface	NO.	14		
C	Polished stainless steel hat and coat hook : "union Cat No. CH-39 SS" or equal and approved	NO.	4		
D	Three lever cylinder lock : "Union Cat no. X985C-70-060AB" or equal and approved lock set with 85mm c/c 60mm back set with and including aluminium handle on plate	NO.	9		
E	Door closures : Medium duty: "union Cat No. 8834-SL" or equal and approved	NO.	9		
F	Heavy duty satin chrome "Vacant/ Engaged" indicator bolt : "Union Cat No. 8094 SS" or equal and approved	NO.	4		
G	Kick plate : 800 x 200 mm wide : stainless steel satin : "Union Cat no. KP-800-200SS" or equal and approved	NO.	6		
	- <b><u>Mild steel grill doors</u></b>				
	<b>Purpose made steel door and framing : comprising of 50 x 50 x 5 mm x 3.77kg/m RHS to framing : 100 x 50 x 3mm RHS stiles ,middle and top rail, 200 x 50 x 3mm RHS bottom rail : panel infilled with 20 x 20 SHS vertical members welded to framing at 200mm centers : 5 lever mortise lock and handles , bushes : fixed with lugs built into concrete or stone walls : pointed externally in mastic and finished with one shop coat zinc phosphate primer</b>				
H	Double leaf door overall size 3000 x 2400 mm high with equal leaves	NO.	1		
	<b>Prepare touch up primer and apply undercoats and two finishing coat gloss paint : on metal</b>				
I	General surfaces : steel doors	SM	13		

Total Carried to Collection					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>ELEMENT NO. 3</u>  <u>DOORS</u>  <u>COLLECTION</u>  Total Brought Forward from Page No.52 Total Brought Forward from Page No.53				

Total Carried forward to Summary Page					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>ELEMENT NO. 4</u></b>				
	<b><u>WINDOWS</u></b>				
	<b>Insitu concrete units :class 25/20 mm : vibrated: reinforced as necessary: to Architects approval: (provisional)</b>				
A	75x75 mm thick window moulding all round the window frame: protruding 75mm outwards: splay cut and once throated to window cill : all necessary formwork	LM	144		
	<b>Purpose made steel casement windows manufactured from standard metric W20 sections; supplied with hinges and polished brass handles and stays; permanent vents to top edge; fixed with lugs built into concrete or stone walls ; pointed externally in mastic and finished with one shop coat primer.</b>				
B	Window (overall) size 2400x900mm high	NO.	10		
C	Window (overall) size 1500x1500mm high	NO.	9		
D	Window (overall) size 2000x1500mm high	NO.	2		
E	Window (overall) size 600x600mm high	NO.	4		
	<b>5mm clear sheet glass; fixed with putty to metal frames</b>				
F	In panes of various sizes	SM	48		
	<b>5mm Obscure sheet glass to Architect's approval; fixed with putty to metal frames</b>				
G	In panes of various sizes	SM	2		
	<b>- Mild steel burglar proofing</b>				
H	- Burglar proofing in 25x25x3mm RHS vertical bars welded at 150mm centers to and including 50x25x3mm RHS framing; priming with zinc phosphate primer	SM	48		
	<b>Total Carried to Collection</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>Wrot hardwood; selected and kept clean (provisional)</b>				
A	Pelmet box size 105mm wide x 150mm high (overall) ; comprising 85x25mm top; 150x 19mm front with three labours ; fixed to and including 50x25mm bearer plugged stop ends.	LM	18		
	<b>Curtain tracks</b>				
B	Aluminium "I" section curtain track ; fixed with screws; complete with brackets, runners, overlaps and stop ends	LM	18		
	<b>Prepare and prime before fixing: on woodwork</b>				
C	Pelmet box :over 100 but exceeding 200mm girth	SM	8		
	<b>Prepare and apply three coats polyurethane clear matt varnish; on woodwork</b>				
D	General surfaces; pelmet boxes	SM	8		
	<b>Prepare touch up primer and apply undercoats and two finishing coat gloss paint: on metal</b>				
E	General surfaces; grills and window frames (both sides measured flat overall)	SM	48		
	<b>Total Carried to Collection</b>				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT

	<p><b>ELEMENT NO. 4</b></p> <p><b><u>WINDOWS</u></b></p> <p><b><u>COLLECTION</u></b></p> <p>Total Brought Forward from Page No.55</p> <p>Total Brought Forward from Page No.56</p>				
	<p><b>Total Carried forward to Summary Page</b></p>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>ELEMENT NO. 5</u></b>				
	<b><u>FITTINGS</u></b>				
	<b>BENCHING</b>				
	<b>Plain incite concrete ; class 15/20</b>				
A	100mm Benching	SM	14		
	<b>Sawn formwork; to</b>				
B	Vertical edge ; benching over 75 but not exceeding 150mm high	LM	23		
	<b>Cement and sand (1:4) paving ; steel trowelled ; to</b>				
C	15mm thick floor screed	SM	14		
	<b>VANITY TOPS</b>				
	<b>Concrete work</b>				
D	75 mm thick in situ concrete (class 20/20 mm) worktop; including 6mm diameter mild steel reinforcement bars at 150mm centers both ways	SM	14		
E	Sawn formwork to ; horizontal soffits of worktop	SM	14		
F	Sawn formwork to ; vertical edge of worktop over 75mm but not exceeding 150mm girth	LM	23		
	<b>Insitu terrazzo paving ;local marble, granite and grano chippings; polished; on concrete</b>				
G	40mm thick finish to vanity top and fascia	SM	14		
H	Extra over for forming working around wash hand basins /sinks	NO.	7		
	<b>Shelving</b>				
	<b>800 mm wide x 2400mm to high x 3no. Tier blockboard shelves constructed in 20mm thick blockboard shelves and divisions at 600mm centers; hardwood lipped on all exposed edges ; 50x25mm sawn cypress bearers plugged and screwed to wall ; three coats gloss oil paint to all exposed surfaces unless otherwise stated.</b>				
I	Storage lockers	LM	3		
<b>Total Carried to Collection</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><b>Kitchen cabinets</b></p> <p><b>Purpose made blockboard lockers (overall) size 2300 mm long to sides, top shelving and divisions ; with individual lockers size 300 mm x 600mm x 300 mm deep ; lockable by padlock ; three coats gloss oil paint to all exposed surfaces unless otherwise stated.</b></p>				
A	1500mm overhead cabinets	NO.	8		
B	Low level cabinets under worktops	NO.	8		
	<p><b>Cooking Island</b></p>				
C	100mm concrete plinth class 20/20mm finished with cement: sand (1:3) mortar; allow for all mechanical and electrical accessories	SM	12		
	<b>Total Carried to Collection</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>ELEMENT NO. 5</u></p> <p><u>FITTINGS</u></p> <p><u>COLLECTION</u></p> <p>Total Brought Forward from Page No.58</p> <p>Total Brought Forward from Page No.59</p>				
	<b>Total Carried to Collection</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>ELEMENT NO. 6</u></b>				
	<b><u>EXTERNAL FINISHES</u></b>				
	<b><u>FLOOR FINISHES</u></b>				
	<b><u>Concrete paved verandahs</u></b>				
	<b>Site Preparation</b>				
A	Chemical anti-termite treatment to subsoil or fillings; premise 200 SC or other equal and approved ; provide ten year guarantee	SM	21		
	<b>Excavation ; stripped level</b>				
B	Excavate (average) 200mm deep to remove soil ; remove from site	SM	21		
	<b>Disposal of excavated material</b>				
C	Remove excavated materials ; load wheel and deposit away from site	CM	5		
	<b>Selected Murram blinding</b>				
D	200 mm Murram blinding to receive paving slabs	SM	21		
	<b><u>Pre cast paving blocks</u></b>				
E	50 mm sand ; leveled and compacted to receive paving	SM	21		
F	50 x 600 x 600 mm pre cast concrete ( class 20) paving slabs ; laid on sand bed (measured separately) ; jointed and pointed in cement mortar (1:4)	SM	21		
	<b><u>WALL FINISHES</u></b>				
	<b>15 mm cement and sand (1:4) render ; wood float finish ; on concrete or block work to ;</b>				
G	Walls and beams	SM	147		
H	Gable walls	SM	28		
	<b>Prepare and apply three coats exterior quality plastic emulsion paint to ;</b>				
I	Rendered surfaces	SM	175		
	<b>Keying</b>				
J	Horizontal recessed and vertical flush keying to masonry walls ; wire brush clean	SM	48		
	<b>Total Carried to Collection</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>CEILING FINISHES</b>				
	15 mm cement and sand (1:4) render ; steel float finish to ;				
A	Balconies suspended ceilings	SM	3		
	<b>T &amp; G ceiling</b>				
	<b>T &amp; G ceiling boards ; fixed to and including 50 x 50 mm sawn timber branderling at 600mm centers both ways</b>				
B	Horizontal soffits	SM	58		
C	75 x 25 mm moulded cypress cornice	LM	96		
	<b>Prepare and apply one undercoat and two coats "wood varnish" or equal and approved paint</b>				
D	To plastered surfaces	SM	3		
E	Horizontal soffits of T & G ceiling	SM	58		
F	Cornice ; surface over 100 but not exceeding 200 mm girth	LM	96		
	<b>Total Carried to Collection</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><b><u>ELEMENT NO. 6</u></b></p> <p>-</p> <p><b><u>EXTERNAL FINISHES</u></b></p> <p><b><u>COLLECTION</u></b></p> <p>Total Brought Forward from Page No.61</p> <p>Total Brought Forward from Page No.62</p>				
	<b>Total Carried forward to Summary Page</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>ELEMENT NO. 7</u></b>				
	<b><u>INTERNAL FINISHES</u></b>				
	<b><u>FLOOR FINISHES</u></b>				
	<b>Cement and sand (1:4) trowelled beds ; on concrete to ;</b>				
A	30 mm floors ; finished to receive ceramic tile flooring	SM	226		
	<b>Ceramic floor tiles</b>				
	<b>Supply and fix 10 mm thick colored ceramic floor tiles ; fixed with approved quality adhesive in accordance with manufactures instructions ; bedded on screeds (measured separately) ; jointed pointed and grouted in matching color cement mortar to ;</b>				
B	Floors	SM	226		
C	100 mm border tile skirting (provisional)	LM	270		
	<b><u>WALL FINISHES</u></b>				
	<b>12 mm Lime plaster ; steel trowelled finish ; on concrete, block work or stonework to;</b>				
D	Walls	SM	190		
	<b>15 mm cement and sand (1:4) backing ; wood float finish ; to receive wall tiles to ;</b>				
E	Walls - (wet areas)	SM	65		
	<b>Wall tiles</b>				
	<b>Supply and fix polished colored ceramic wall tiles ; fixed with approved quality adhesive in accordance with manufacturers instructions ; bedded on cement sand backing (measured separately) ; jointed, pointed and grouted in matching color cement mortar to;</b>				
F	Walls	SM	65		
	100 mm wide decorative border tiles	LM	40		
	<b>prepare and apply one undercoat and two finishing coats "crown silk Vinyl" or equal and approved paint to wet areas on ;</b>				
G	Plastered walls	SM	190		
	<b>Total Carried to Collection</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>CEILING FINISHES</b>				
A	Ditto : making access panel door size 750 x750 mm wide opening : all round cutting, trimming and framing		Item		
B	750x 750 mm Access panel door	NO.	1		
	<b>12 mm Lime plaster; steel trowelled finish ; on concrete to ;</b>				
C	Horizontal concrete soffits	SM	37		
	<b>Gypsum ceiling board ; fixed to and including 50 x 50 mm sawn timber brandering at 600 mm centers both ways</b>				
D	Horizontal soffits	SM	189		
E	75 x 25 mm moulded cypress cornice	LM	270		
	<b>Prepare and apply one undercoat and two finishing coats "Crown Silk Vinyl" or equal and approved paint to wet areas on ;</b>				
F	Plastered beams and soffits	SM	37		
G	Horizontal soffits of gypsum ceiling	SM	189		
H	Cornice ; surface over 100 but not exceeding 200 mm girth	LM	270		
	<b>Total Carried to Collection</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><b>ELEMENT NO. 7</b></p> <p><b><u>INTERNAL FINISHES</u></b></p> <p><b><u>COLLECTION PAGE</u></b></p> <p>Total Brought Forward from Page No.64</p> <p>Total Brought Forward from Page No.65</p>				
	<b>Total Carried forward to Summary Page</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>ELEMENT NO. 8</u></b>				
	<b><u>ROOF STRUCTURE</u></b>				
	<b>Structural steel; welded; painted</b>				
A	75x50x4mm Trussed rafters	LM	271		
B	75x50x4mm Struts and ties	LM	150		
C	75 x 75x4 mm wall plate ; fixed with and including 12mm diameter mild steel raw bolt 150mm long at 900mm centers; cast in ring beams	LM	62		
D	150 x 50x2.5 mm Zed purlins including fixing cleats	LM	510		
E	75x50x4mm common rafters	LM	271		
F	75x50x4mm Ridge/ Hip board	LM	48		
	<b>26 gauge IT5 Box profile Resincot prepainted both sides steel sheet roofing (as manufactured by GALSHEET KENYA, P.O. Box 78162 Nairobi) or other equal and approved ; fixing using steel roofing nails on timber trusses</b>				
G	Roof covering ; to slopes not exceeding 22.5 degrees from horizontal	SM	297		
H	Ridge or hip capping; bedded and jointed in cement mortar	LM	24		
	<b>Mosquito gauze</b>				
I	Extra over eaves boarding for 200 x 200mm mosquito gauze vents; 25 x 12 mm wrot cypress beading to edges	NO.	26		
	<b>Wrot cypress : 1st grade : selected and kept clean</b>				
J	20mm thick x 100 mm wide , tongued grooved and v-jointed eaves boarding ; main roof	SM	58		
K	600 x 900 mm horizontal Louvre vents in 100 mm boarding set in and including external framework and mosquito gauge to Architects approval ;curved top to gable ends (provisional)	NO.	26		
L	15mm Thick x 100mm wide tongued and grooved eaves boarding, fixed to and including 50 x 50 timber brandering at 600mm centers	SM	20		
M	25 x 250 mm Fascia board or Barge board	LM	80		
	<b>Total Carried to Collection</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>Rain water Disposal (Provisional)</b>				
	<b>14 gauge galvanized pressed steel sheets</b>				
A	Up stand flashing 300mm girth ; three labours; one edge turned into groove; other edge dressed over roof cover	LM	42		
	<b>Sundries</b>				
B	Cut or form 20 x 20 mm deep horizontal groove in concrete or stone wall for setting in edge of skirting or flashing ; point in cement mortar(1:3)	LM	42		
	<b>Rainwater goods</b>				
C	Box gutter (overall) size 200 x 250mm deep;850mm girth fixed to fascia board with approved fixing brackets at 300mm centers ; five labours; laid to falls	LM	62		
D	Extra over for stopped ends	NO.	6		
E	Extra over for 100mm diameter rainwater outlet	NO.	8		
F	100mm diameter "Fullbora" roof outlet with dome grating; jointing to pipe	NO.	8		
	<b>Unplasticised PVC rainwater pipes and fittings ; solvent welded joints</b>				
G	100mm diameter rainwater pipe; fixed to wall with approved holder bats	LM	24		
H	Extra over for bend	NO.	8		
I	Extra over for swan neck; 600mm projection	NO.	8		
J	Extra over for rain water shoe	NO.	8		
	<b>Prepare and knot coated surfaces ; prime and apply two undercoats and one finishing coat gloss paint ; on wood</b>				
K	General surfaces ; eaves boarding	SM	78		
L	Fascia; over 200 but not exceeding 300mm girth	LM	80		
	<b>"T" wash mordant solution treatment; prepare and apply one coat zinc chromate primer and paint two under coats and one coat first Grade Alkyd Enamel paint finish ; to the Engineers color specification</b>				
M	General surfaces : sheet metal surfaces	SM	53		
	<b>Total Carried to Collection</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><b>ELEMENT NO. 8</b></p> <p>-</p> <p><b>ROOF STRUCTURE</b></p> <p><b><u>COLLECTION PAGE</u></b></p> <p>Total Brought Forward from Page No.67</p> <p>Total Brought Forward from Page No.68</p>				
	<p><b>Total Carried forward to Summary page</b></p>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><b><u>BILL NO.2 : KITCHEN BUILDING WORKS</u></b></p> <p>-</p> <p>-</p> <p><b>SUMMARY PAGE</b></p> <p>-</p> <p><b><u>COLLECTION</u></b></p> <p>Total Brought Forward from Page No.49</p> <p>Total Brought Forward from Page No.51</p> <p>Total Brought Forward from Page No.54</p> <p>Total Brought Forward from Page No.57</p> <p>Total Brought Forward from Page No.60</p> <p>Total Brought Forward from Page No.63</p> <p>Total Brought Forward from Page No.66</p> <p>Total Brought Forward from Page No.69</p>				
	<p><b>Total for Kitchen Building works carried forward to main Summary</b></p>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMT
	<b>BILL NO. 3 ELECTRICAL WORKS</b>				
	<b>LIGHTING POINTS AND FITTINGS</b>				
A	Lighting points wired in 1.5mm <sup>2</sup> PVC insulated single core (SC) copper cables drawn in 20mm dia. HG concealed PVC conduit with all accessories but excluding switch plate and fitting	No.	117		
B	10A plate switch 1 gang two-way SP as MK K 4871 WHI	No.	28		
C	10A plate switch 2 gang two-way SP as MK K4872 WHI	No.	3		
D	10A plate switch 3 gang two-way SP as MK K4873 WHI	No.	2		
E	2D Nova fitting body 16W+round opal diffuser as Thorn Novello Code-TH-2DXB16+TH-2DXM16. as Type 'N' or equivalent.	No.	17		
F	2D polycarbonate black body bulkhead outdoor security luminaire as Thorn Cat. No. 2D FV16- as Type 'SL' or equivalent .	No.	19		
G	High performance twin 36 W fluorescent luminaire as Thorn COLLEGE / COLLEGE 2X36W HF PC CL L840 or equivalent	No.	38		
H	High performance single 36 W fluorescent luminaire as Thorne COLLEGE / COLLEGE 1X36W HF PC CL L840 or equivalent	No.	43		
I	Chandeliers with screw type holders and four lights at the centre of each dining rooms including bulbs and switching points enclosed in PVC conduits	No.	5		
J	Twin wall brackets to the dining hall including screw type bulbs and switching points.	No.	16		
K	50watts Led security flood lights with photo sensor for automatic switching on	No.	4		
	<b>POWER POINTS AND OUTLETS</b>				
	<b>Design, supply, install, test and commission: -</b>				
J	Power outlets wired as for a ring main circuit in 3 x 2.5mm <sup>2</sup> PVC insulated copper cables enclosed in appropriate HG PVC conduits.	No.	35		
K	Power outlets wired in 3x4mm <sup>2</sup> PVC insulated Cables enclosed in appropriate HG PVC Conduits..	No.	2		
M	13A 2 Gang switch socket-outlet as MK K 2747 WHI	No.	31		
N	32A 3P 240V/415V Outlet with 32A TPN Isolator	No.	1		
O	10A 3P 240V/415V Outlet with 10A TPN Isolator	No.	3		
	<b>DISTRIBUTION BOARD</b>				
	<b>Supply, install, test and commission: -</b>				
P	12 way Distribution Board with 125A circuit breaker as Merlin Gerlin Complete With:-	No.	1		
	2 No. 10A SP MCB				
	2 No. 30A SP MCB				
	1No. 32A TP MCB				
	4No. 10A TP MCB				
Q	4 x 25.0 mm <sup>2</sup> PVC SWA CU cable from main distribution board	LM	100		
R	Allow for any sundries of unforeseen works.	Item	Sum		
	<b>GRAND TOTAL FOR ELECTRICAL WORKS CARRIED FORWARD TO MAIN SUMMARY</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>BILL NO.4 MECHANICAL WORKS</b>				
	<b>KITCHEN EQUIPMENT</b>				
	<b>Design, supply, install, test and commission.</b>				
A	Electric cooker, 4-plate as 'Garland' series SS686 or equivalent; rating 2,600W per plate, stainless steel body with 254mm backlash and sealed heating elements inclusive of heavy duty oven with porcelain interior finish	NO.	2		
B	Gas cooker, 4-burner as 'Anets GPC14' or equivalent; made of stainless steel pot, front and sides complete with grill and adjustable continuous water fill and electronic ignition.	NO.	2		
C	Equipment for a cold room as 'Danfoss' or equivalent (max temp 20°C, min temp -15°C), room size 3150mm x 2000mm x 3000 mm including compressor, receiver, filter drier, sight glass, evaporator, thermostat, refrigeration door size 900mm x 2100mm and all the accessories.		ITEM		
D	Chest freezer as 'GE' or equivalent capacity 0.3m <sup>3</sup> complete with associated accessories.	NO.	1		
E	Fridge as 'Ramtons-RD24WR' or equivalent, volume 0.31m <sup>3</sup> ; double door, mechanically controlled with adjustable thermostat.	NO.	1		
F	Electric convection oven as 'Vulcan VC44ED' or equivalent with total rating 25KW; double deck and standard depth; 0.5hp blower motor on each deck.	NO.	1		
G	Deep fryer as 'Fry master RE14' or equivalent; oil capacity 20kg, frying area 355mm x 394mm; stainless steel fry pot, door and cabinet; swing up ribbon type heating element.	NO.	1		
H	Digital weighing scale as 'Avery Weigh-Tronix' limit 1500kg complete with a digital display; heavy duty mild steel body with weigh bar weight sensor.	NO.	1		
I	Dishwasher as 'Whirlpool' or equivalent; capacity 500 plates per hour, monochromatic stainless finish with stainless steel tub and sensor cycle of 48dBA.	NO.	1		
J	Electric food warmer as 'Hatco' or equivalent; 9KW, temperature range 60°C – 90°C; with dual reservoir system, stainless steel front and powder coated.	NO	1		
	<b>Total Carried to collection page</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMT
	<b>MECHANICAL VENTILATION</b>				
A	Supply, deliver, and install, test and commission a kitchen hood as 'Larkin' model EO size 3000mm x 1200mm complete with extraction fan and associated ducting including aluminium baffle filters, collars, hanging brackets, stainless grease trough and cup.	NO.	1		
	<b>FIRE FIGHTING EQUIPMENT</b>				
B	Supply, deliver and install approved portable fire extinguishers for classes A, B and C fire classes	NO.	15		
C	Supply, deliver and install approved fire blankets.	NO.	10		
	<b>GAS RETICULATION</b>				
D	Lay gas piping Ø12.7mm complete with accessories from external gas cylinder enclosure to the gas cooker site at the cooking island	LM	10		
	<b>PLUMBING, DRAINAGE AND SANITARY FITTINGS</b>				
	<b>Design, supply, install, test and commission.</b>				
E	Plastic water tank as 'Roto' capacity 2,500 litres complete with inlet ball valve diameter 1", outlet diameter ¾" with gate valve as 'Pegler' and washout diameter 1½".	NO.	4		
F	PPR piping diameter 25.4mm and associated fittings; connect the existing water supply to installed roof tanks. Extend piping from roof tanks to all water utility points in the proposed building.	LM	20		
G	Close coupled water closet including cistern, toilet seat, drainage and all other necessary accessories as Duravit catalogue No 017709 floor standing or equivalent	NO.	5		
H	Urinal (flushing sensor operated) including all the necessary accessories as Duravit catalogue No 280730 or equivalent.	NO.	3		
I	Supply and install wash hand basins as Duravit catalogue No 079150 counter top with all necessary accessories.	NO.	6		
J	Wall surface mounted, high speed sensor activated hand drier as Bobrick quiet dry model B-778 240V/50Hz or equivalent with heating element inaccessible to vandals.	NO.	4		
K	Ceramic toilet paper roll to match with closets specified in item C above.	NO.	5		
	<b>Total Carried to collection page</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	Supply and install shower tray as Duravit with all the necessary accessories.	NO.	2		
B	Supply, deliver and install stainless kitchen sink as Homart or equivalent; heavy gauge with all the necessary accessories.	NO.	11		
C	Allow for excavation of trench 1500mm deep and 30000mm long provide and lay 100mm diameter uPVC pipe; heavy gauge bedded and surround with minimum 300mm by 300mm ballast and sand; back fill trench and compact in layers not exceeding 300mm; load and cart away from precincts of CPST surplus excavated materials.		ITEM		
D	Allow for construction of manholes constructed in 190mm by 190mm by 390mm precast concrete blocks with provision for connection of sewer pipes complete with CI heavy duty manhole covers.	NO.	10		
E	Allow for construction of septic tank capacity 20000Litres to serve about 100 persons		ITEM		
<b>Total Carried to collection page</b>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><b><u>CPST KITCHEN&amp; DINING</u></b></p> <p><b><u>BILL NO. 4</u></b></p> <p><b>MECHANICAL WORKS</b></p> <p><b><u>COLLECTION PAGE</u></b></p> <p>Total Brought Forward from Page No.71</p> <p>Total Brought Forward from Page No.72</p> <p>Total Brought Forward from Page No.73</p>				
	<b>Total Carried forward to Summary Page</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>MAIN SUMMARY PAGE</u></b>				
	PRELIMINARIES				
	BILL NO. 1 CPST DINING BUILDING WORKS: PAGE 45	LS			
	BILL NO. 2 CPST KITCHEN BUILDING WORKS: PAGE70	LS			
	BILL NO. 3 CPST KITCHEN AND DINING ELECTRICAL WORKS: PAGE 71	LS			
	BILL NO. 4 CPST DINING & KITCHEN MECHANICAL WORKS: PAGE 73	LS			
	<b>TOTAL CONTRACT SUM</b>				
	ADD 10% CONTIGENCIES OF CONTRACT SUM ABOVE				
	<b>TOTAL TENDER SUM TO FORM OF TENDER (INCLUSIVE OF VAT)</b>				

.....  
**SIGNATURE OF CONTRACTOR**

**NAME** .....  
**ADDRESS** .....  
.....

**DATE** .....

.....  
**SIGNATURE OF EMPLOYER**

**PSC**  
**P.O. BOX 41842-00100**  
**NAIROBI**

**DATE** .....

## **SECTION VI – STANDARD FORMS**

- (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
- (x) Confidential Business Questionnaire
- (x) Statement of Foreign Currency Requirement
- (xi) Details of Sub-Contractors

**FORM OF INVITATION FOR TENDERS**

\_\_\_\_\_ [date]

To: \_\_\_\_\_ [name of Contractor]  
\_\_\_\_\_ [address]  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs:

Reference: \_\_\_\_\_ [Contract Name]

You have been prequalified to tender for the above project.

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

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

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

Upon payment of a non-refundable fee of Kshs \_\_\_\_\_

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

\_\_\_\_\_ [address and location]

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

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

Yours faithfully,

\_\_\_\_\_ Authorized Signature

\_\_\_\_\_ Name and Title

**FORM OF TENDER**

TO: \_\_\_\_\_ [Name of Employer] \_\_\_\_\_ [Date]  
\_\_\_\_\_ [Name of Contract]

Dear Sir,

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

duly authorized to sign tenders for and on behalf of \_\_\_\_\_ [Name of Employer]  
of \_\_\_\_\_ [Address of Employer]

Witness; Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**LETTER OF ACCEPTANCE**  
**[letterhead paper of the Employer]**

\_\_\_\_\_ [date]

To: \_\_\_\_\_  
[name of the Contractor]

\_\_\_\_\_  
[address of the Contractor]

Dear Sir,

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

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

Authorized Signature .....

Name and Title of Signatory .....

Attachment: Agreement

## FORM OF AGREEMENT

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between \_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_ (Hereinafter called "the Employer") of the one part AND \_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_ (Hereinafter called "the Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

The common Seal of \_\_\_\_\_

Was hereunto affixed in the presence of \_\_\_\_\_

Signed Sealed, and Delivered by the said \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

In the presence of (i) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

[ii] Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

**FORM OF TENDER SECURITY**

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

KNOW ALL PEOPLE by these presents that WE ..... having our registered office at .....(hereinafter called "the Bank"), are bound unto .....(hereinafter called "the Employer") in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this ..... Day of .....20.....

THE CONDITIONS of this obligation are:

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

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

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

\_\_\_\_\_  
[date]

\_\_\_\_\_  
[signature of the Bank]

\_\_\_\_\_  
[witness]

\_\_\_\_\_  
[seal]

**PERFORMANCE BANK GUARANTEE**

To: \_\_\_\_\_ (*Name of Employer*) \_\_\_\_\_ (*Date*)  
\_\_\_\_\_ (*Address of Employer*)

Dear Sir,

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To: \_\_\_\_\_ [name of Employer] \_\_\_\_\_ (Date)  
\_\_\_\_\_ [address of Employer]

Gentlemen,

Ref: \_\_\_\_\_ [name of Contract]

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

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

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

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal \_\_\_\_\_

Name of the Bank or financial institution \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Witness: Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**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 year of	Value of performed and completion	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.

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- 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.

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

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

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- 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 the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

**TENDER QUESTIONNAIRE**

Please fill in block letters.

1. Full names of tenderer

.....

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

.....

3. Telephone number (s) of tenderer

.....

4. Telex address of tenderer

.....

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

.....

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

.....

.....

\_\_\_\_\_  
Signature of Tenderer

Make copy and deliver to: \_\_\_\_\_ (*Name of Employer*)

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

*Part 1 – General*

Business Name .....

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

Plot No..... Street/Road .....

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

Nature of Business.....

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

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

Name of your bankers.....

Branch.....

*Part 2 (a) – Sole Proprietor*

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

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

\*Citizenship details .....

*Part 2 (b) – Partnership*

*Give details of partners as follows:*

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

***Part 2(c) – Registered Company:***

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

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

1.  
.....

2.  
.....

3.  
.....

4.  
.....

**Part 2(d) – Interest in the Firm:**

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

I certify that the information given above is correct.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

- Attach proof of citizenship

**STATEMENT OF FOREIGN CURRENCY REQUIREMENTS**

(See Clause 23] of the Conditions of Contract)

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

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

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

Currency in which foreign exchange element is required:

.....

Date: The ..... Day of ..... 20.....

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

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

\_\_\_\_\_  
(Signature of Tenderer)

**DETAILS OF SUB-CONTRACTORS**

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

Failure to comply with this requirement may invalidate the tender.

- (1) Portion of Works to be sublet: .....
- (i) Full name of Sub-contractor and address of head office: .....  
.....
- (ii) Sub-contractor's experience of similar works carried out in the last 3 years with Contract value: .....  
.....  
.....

- (2) 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: .....  
.....

\_\_\_\_\_  
[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**