



# COUNTY ASSEMBLY OF KILIFI

## PROPOSED COMPLETION OF OFFICE BLOCK FOR THE COUNTY ASSEMBLY OF KILIFI

**TENDER NO. CAK/039/2017-2018**

**TENDER SPECIFICATIONS AND BILLS OF QUANTITIES**

**FOR**

**PROPOSED COMPLETION OF THE COUNTY ASSEMBLY OFFICE BLOCK**

**CLIENT**

THE COUNTY ASSEMBLY OF KILIFI  
P.O. BOX 332  
MALINDI

**MECHANICAL ENGINEER**

SENIOR SUPERINTENDENT MECHANICAL  
DEPARTMENT OF PUBLIC WORKS  
P.O. BOX 409  
KILIFI

**CONSULTANT ARCHITECT**

CORBEL CONSULTANTS  
P.O. BOX 87537  
MOMBASA

**CONSULTANT QUANTITY SURVEYOR**

ADAMS CONSULTANTS.  
P.O. BOX 84829  
MOMBASA

**CONSULTANT STRUCTURAL ENGINEER**

HARMBICON TECHNICS  
P.O. BOX 88729  
MOMBASA

**ELECTRICAL ENGINEER**

SENIOR SUPERINTENDENT ELECTRICAL  
DEPARTMENT OF PUBLIC WORKS  
P.O. BOX 409  
KILIFI

**DECEMBER 2017**

**To be submitted by 03<sup>rd</sup> January 2018 at 11.00 a.m**

**PROPOSED COMPLETION OF THE OFFICE BLOCK**

**FOR**

**COUNTY ASSEMBLY OF KILIFI**

**ON**

**PLOTS L.R. Nos. 2146 MALINDI KILIFI COUNTY**

**BILLS OF QUANTITIES**

**INDEX**

	<b><u>PAGE Nos.</u></b>
INDEX PAGE	(a)
SIGNATURE PAGE	(b)
TABLE OF CONTENTS	(c)
STANDARD TENDER DOCUMENT FOR PROCURMENT WORKS	(1/1 – 1/74)
PRELIMINARIES	2/1 – 2/17
OFFICE BLOCK FOR COUNTY ASSEMBLY	3/1 – 3/84
OUT BUILDINGS	4/1 – 4/89
EXTERNAL WORKS	5/1 – 5/23
PROVISIONAL AND P. C. SUMS	6/1 – 6/4
MAIN SUMMARY	MS/1

**Index**

786/18/255

(a)

**BILLS OF QUANTITIES**

SUPPLIED AS PART OF THE CONTRACT FOR  
THE PROPOSED OFFICE BLOCK CONSTRUCTION  
PLOTS L.R. Nos. 2149, MALINDI; KILIFI COUNTY

FOR

COUNTY ASSEMBLY OF KILIFI

ISSUED BY:-

THE CLERK  
COUNTY ASSEMBLY OF KILIFI  
P.O BOX 332-80200  
MALINDI

DECEMBER 2017

The Contract for the above Works entered into on the

\_\_\_\_\_ Day of \_\_\_\_\_

by the undersigned parties refers to these Specification and  
Bills of Quantities which shall be read and construed  
as part of the said Contract.

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Contractor

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**Signature page**

**STANDARD DOCUMENT FOR PROCURMENT**

**OF PUBLIC WORKS**

**TABLE OF CONTENTS**

		<b><u>PAGE Nos.</u></b>
	INTRODUCTION	1/1
SECTION I	INVITATION FOR TENDERS	1/2
SECTION II	INSTRUCTION TO TENDERES	1/3 – 1/12
SECTION III	CONDITIONS OF CONTRACT	1/13 – 1/31
SECTION IV	APPENDIX TO CONDITIONS OF CONTRACT	1/32 – 1/33
SECTION V	SPECIFICATIONS	1/34 – 1/53
SECTION VI	DRAWINGS	1/54
SECTION VII	NOTES ON PREPARATION OF BILLS OF QUANTITIES	1/55 – 1/56
SECTION VIII	STANDARD FORMS	1/57 – 1/74

## **INTRODUCTION**

- 1.1 This standard tender document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of Works (i.e. Buildings and associated Civil Engineering Work)
- 1.2 The following guidelines should be observed when using the document:-
- a. Specific details should be furnished in the Invitation to tender and in the special condition dog Contract (where applicable) The tender document issued to tenderers should not have blank spaces or options
  - b. The instructions to tenderers and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through Appendix to instructions to tenderers and special conditions of contract respectively
- 1.3 Invitation to tender to be as follows:-
- a. Information contained in the invitation to tender shall conform to the data and information in the tender to enable prospective tenderers to decide whether or not to participate in the tender and shall indicate any important
  - b. The invitation to tender shall be as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderres who have been prequalified following request for prequalification.
- 1.4 The cover of the document shall include:-
- i. Tender number – CAK/039/2017-2018
  - ii. Tender name - Proposed completion of the office block for County Assembly of Kilifi
  - iii. Name of procuring entity – County Assembly of Kilifi

**SECTION I****INVITATION FOR TENDERS**

Tender reference No.

Tender Name: PROPOSED COMPLETION OF OFFICE BLOCK FOR THE COUNTY ASSEMBLY OF KILIFI

- 1.1 The County Assembly of Kilifi invites sealed tenders for the construction of offices and out buildings on Plot L.R. No. 2149; Malindi; Kilifi County
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents from the official website i.e. [www.kilifiassembly.go.ke](http://www.kilifiassembly.go.ke) / procurement office during normal office working hours
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non – refundable fees of Kshs. 1,000.00 or downloaded free of charge from the County Assembly of Kilifi official website.
- 1.4 Prices quoted should be inclusive of all taxes, must be in Kenya Shillings and shall remain valid for (120) days from the closing date of tender
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at the County Assembly of Kilifi offices precincts or to be addressed to **The Clerk, County Assembly of Kilifi, P.O Box 332-80200 Malindi.** so as to be received on or before **03<sup>rd</sup> January 2018 at 11.00 a.m.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend.

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For:-

## **SECTION II**

### **INSTRUCTION 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 sub contractors) 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 prequalification of potential tenderers has been undertaken, only tenders from prequalified tenderers will be considered for award of Contract. These qualified tenderers should submit with their tenders' information updating their original prequalification 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 tender, unless otherwise stated:-
  - (a) copies of original documents defining the constitution or legal status, place of registration and principal place of business, written power of attorney of the signatory of the tender to commit the tenderer;
  - (b) total monetary value of construction work performed for each of the last five years;
  - (c) experiences 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 those contracts;
  - (d) major items of constructions equipment proposed to carry out the Contract and undertaking that they will be available for the Contract;
  - (e) qualifications and experiences of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract
  - (f) reports on financial standing of the tenderer, such as profit and loss statements and auditor's reports for the past five years;

- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to seek references from the tenderer's bankers;
- (i) information regarding any litigation, current or during the last five years in which the tenderer is involved, the parties concerned and disputed amount; and
- (j) proposals for sub contracting 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 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 two works of nature and complexity equivalent to the Works over last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;
- (d) 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
- (e) 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 these minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture tender. Sub contractors' 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 sub contractor 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 the construction of the Works. The cost of visiting the Site shall be at the tenderer's own expense.
- 1.12 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.13 The price to be charged for the tender document shall not exceed K. Shs. 1,000.00
- 1.14 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase

## **2. Tender Documents**

- 2.1 The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 2.4.
  - (a) These Instructions to tenderers
  - (b) Form of Tender and Qualifications 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 the 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 submissions 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 Bills 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 Bills of Quantities. Items for which no rate or price is entered will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bills 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 tender, shall be included in the tender price submitted by the tenderer.
- 3.4 The rates and priced 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 Tenderers shall remain valid for a period of sixty (120) days from the date of submission. However, in exceptional circumstances, the Employer may request that the tenderers extend

the period of validity of Tender Security for the 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 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 in form of a **Bank Guarantee** or an **Insurance Bond** from a reputable Insurance firm approved by PPRA.
- 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 120 days.
- 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 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 tenderers 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 the 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 tender security shall be in the amount of **2 percent** of the tender price.

#### 4. Submission of tenders

- 4.1 The tenderer shall seal the original and all copies of the tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as “ORIGINAL” and “COPIES” as appropriate. The inner and outer envelopes shall:-
  - (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 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 outer and inner envelopes additionally marked “MODIFICATION” and “WITHDRAWAL”, as appropriate. No tender may be modified after the deadline for submission
- 4.5 Withdrawal of a tender between the deadline for submission of the 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 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 tenderer's 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 and 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 breakdown of unit rates. The request for clarification and the response shall be in writing or by the cable, telex, or facsimile but no change in price or substance of the tender shall be sought, offered or permitted except as required to conform 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;
  - (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 positions of other tenderers presenting substantially responsive tenders.

- 5.6 If a tender is not substantially responsive, it will be rejected and may not subsequently be made responsive by correction or withdrawal of the non – conforming deviation or reservation.
- 5.7 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:-
- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
  - (b) where there is 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 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 maybe) for the purposes of valuations for Interim Certificates and valuations 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 corrections for errors pursuant to Clause 5.7;
  - (b) excluding provisional sums and the provision if any, for contingencies in the Bills 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 variations
- 5.11 The tenderer shall not influence the Employer on any matter relating to his tender from the time of tender opening to the time of 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 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 provisions 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 the Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the ground 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 in writing or by the cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the “Letter of Acceptance”) will state the sum (herein after 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 the 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 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 administration 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 25% 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.



## **SECTION III**

## **CONDITIONS OF CONTRACT**

### **Table of Contents**

1	Definitions
2	Interpretations
3	Language and Law
4	Project Manager's decision
5	Delegation
6	Communications
7	Sub Contracting
8	Other Contracts
9	Personnel
10	Works
11	Safety and temporary works
12	Discoveries
13	Works Programme
14	Possession of Site
15	Access to Site
16	Instructions
17	Extensions or Acceleration of completion
18	Management Meetings
19	Early warning
20	Defects
21	Bills of quantities
22	Variations
23	Payment certificates, currency of payments and Advance payments
24	Compensation events
25	Price Adjustments
26	Retention
27	Liquidated damages
28	Securities
29	Day works
30	Liability and Insurance
31	Completion and taking over
32	Final Account
33	Termination
34	Payment upon termination
35	Relapse from performance
36	Corrupt gifts and payment of commission
37	Settlement of disputes

## CONDITIONS OF CONTRACT

### 1 Definitions of Terms

1.1 In this Contract, where context otherwise require, the following terms shall be interpreted as indicated:-

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

**“Compensation Events”** are those defined in Clause 24 herein after

**“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 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 issued by the Project Manager upon correction of defects by the Contractor.

**“The Defects Liability Period”** is the period Words importing the singular shall also include the plural and vice versa where the context requires.

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

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

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

**“Equipment”** is the Contractor 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 consumable, 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 Conditions of Contract.

**“Site Investigation Reports”** are those reports that may be included in the tendering documents which are factual and interpretive about the surface and sub – surface 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 Sub – Contractor”** is a person or corporate body who has a Contractor with the Contractor to carry out a part of the Work in the Contract, which included 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 Interpretations**

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter and the other way round. 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) Bills 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 copy to the Employer] with three (3) copies of such further drawings or details or descriptive schedules as 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 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 manger may delegate any of his duties and responsibilities to other 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. Sub – contracting**

7.1 The Contractor may sub – contract with the approval of the Project Manger, but may not assign the Contract without the approval of the Employer in writing. Su – contracting 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 Works 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 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 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 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 detailing 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

## **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 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 in 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 Manger'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, installations, 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 time.
- 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% 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 decided 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 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 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 from retention. The Employer shall pay the Contractor the amounts certified by the Project Manager with 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 the rate of the 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 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 currencies for 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 reserve the right to pay the equivalent at the time of payment in 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 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) Under exceptional circumstances advance payment may be granted and shall not exceed twenty per cent (20 %) 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 directly liable guarantee satisfactory to the Employer in to amount of advance payments. The guarantee shall be in the same currency as the advance.
- c) Reimbursement of the lump sum advance shall be made by deductions from 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 exceeds 20% but not exceed 80%     |
| X <sup>11</sup> | = | the amount of 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 reduce 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 the 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 sub – contract 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 available publicly and from a visual inspection of the Site.
  - (g) The Project Manager gives an instructions 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 to the event.
- 24.4 The Contractor shall not be entitled to compensation to the extent that the Employer interests are adversely affected by the Contractor not having given warning or not having cooperated with the Project manager.
- 24.5 Prices shall be adjusted for fluctuations in the cost of inputs 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 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 adjustments**

- 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, 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 below and in sub – clauses 25.4.and 25.5 and shall be subject to adjustments 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 the Conditions of Contract.
  - (ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased , then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage between the rate set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporate within the amount of work remaining to be execute at the date of publication of such increase or decrease.
  - (iii) No adjustments 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 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 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 adjustments 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 – clauses 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 eligibilities.
- 27.2 if the intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayments 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 23.3

## **28 Securities**

- 28.1 The Performance Security shall be provide 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 execute.
- 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, Materials is the Employer's risk except loss 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 risk

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

30.4 Policies and certificates for insurances 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 the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

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

## **31 Completion and taking over**

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

## **32 Final account**

32.1 The Contractor shall issue the Project Manager with a detailed account of the total amount that the Contractor considers payable to him by the Employer under the Contract before the end of the Defects Liability Period. The Project Manager shall issue 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 correct and complete. If it is not, the Project Manager shall issue within 30 days a schedule that states the scope of 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 Contract. These fundamental breaches of Contract shall include, but not 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 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 the Project Manager is not paid by the Employer to Contractor within 30 days (for Interim Certificate) or 60 days (for final certificate) of issue;
  - (e) the Project Manager gives notice that the 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 building on Site.

### **34 Payment Upon Termination**

- 34.1 If a Contractor is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of 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, reparation of the Contractor's personnel employed solely on the Works, and the Contractor's cost 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 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**

- 36.1 The Contractor shall not:-

- (a) Offer or give or agree to give to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Employer.
- (b) Enter into or any 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 terms of 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 Settlements and 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 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) Institute 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 any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurements 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 assistance of third parties. Proof of such attempt shall be required.

37.5 Notwithstanding anything stated herein the following matter 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 the a certificate has been improperly withheld or is in accordance with these Conditions.
- 37.5.4 Any dispute or difference arising in respect of war risks or war damage.
- 37.6 All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.
- 37.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests, or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 37.8 The Arbitrator shall without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision, requirement or notice had been given.
- 37.9 The award of such Arbitrator shall be final and binding upon the parties.

**SECTION IV**

**APPENDIX TO CONDITIONS OF CONTRACT**

THE EMPLOYER IS

Name:- County Assembly of Kilifi

Address:- P.O. Box 332 – 80200 MALINDI, KENYA

Name of Authorized representative:- THE CLERK

Telephone:- **0202171220**

Email:- [assembly@kilifiassembly.go.ke](mailto:assembly@kilifiassembly.go.ke) ; [klfassembly@gmail.com](mailto:klfassembly@gmail.com) ;

The Project Manager is

Name:- Arch. Harish V. Bhatt – The Architect shall be assigned the duties of the Project Manager and to be assisted by the Consulting team which is comprising the Structural Engineer, Services Engineers and the Quantity Surveyor

Address:- P.O. Box 87537 – 80100 MOMBASA, KENYA

Telephone:- 0722 703215

Email:- [harrybhatt2@yahoo.com](mailto:harrybhatt2@yahoo.com)

The Name of the Contract:- COMPLETION OF OFFICE BLOCK COMPLEX FOR COUNTY ASSEMBLY OF KILIFI

The works consist of :- New offices and related infrastructure and building services and installations

The Site is located at – Plot L.R. No. 2146 MALINDI, KILIFI COUNTY

The Site Possession Dates shall be:- To be agreed .....

The Start Dates shall be:- To be agreed .....

The Intended Completion Date for the whole of the Works shall be:- To be agreed.....

The Completion Period of the Works is – to be stated by the Contractor

The Defects Liability period is:- SIX MONTHS

The following documents also form part of the Contract  
Documents listed in Clause 2.1 of Conditions of Contract

The Contractor shall submit a revised program for the Works within 7 Days from date of request

The period between Program updates is – to be agreed

The Amount to be withheld for late submission of an updated Program is Kshs. 10,000.00 per week

The minimum insurance covers shall be:-

1. The minimum cover for insurance of the Works and Plant and Materials in respect of the Contractor's faulty design is K. Shs. 300,000,000.00
2. The minimum cover for loss or damage to equipment is K. Shs. 10,000,000.00
3. The minimum cover for insurance of other property is K. Shs. 10,000,000.00
4. The minimum cover for personal injury or death insurance
  - 4.1 For the Contractor's employees is K. Shs. 5,000,000.00 – (WIBA)
  - 4.2 And other people is K. Shs. 10,000,000.00

The following events shall also be Compensation Events:-

1. Those listed in the Conditions of Contract

The proportion of payments retained is 10% of the Contract Sum

The Price Adjustment Clause

The Liquidated Ascertained Damages for the whole of the Works is **Kshs. 250,000.00** per week or part thereof

The **Performance Security** shall be for the following minimum amounts equivalent to **10% percentage** of the Main Contract Price from an approved bank whilst the Sub – contractors provide their own performance bond. It is noted that the sub – contractors shall enter into an agreement with the Employer, however, the normal sub contract agreement will be enforce between the Main Contractor and his sub – contractors.

The rate of exchange for calculation of foreign currency payments is not applicable

The schedule of basic rates used in pricing by the Contractor is

Advance Payments – to be agreed between the Employer and the Main Contractor.

**SECTION V****GENERAL SPECIFICATION****AND****NOTES CONCERNING MEASUREMENTS AND PRICING****GENERAL ITEMS****A.1 General Specification for Building works**

The whole of the Main Contract Works shall be carried in accordance the specification contained in these documents or alternatively with the Architect's permission the Ministry Of Works – General Specification For Building Works 1976 Edition together with any amendments thereto and all references in this section are to this Document.

The 1976 Edition is available from the Government Printers. The Contractor will be deemed to have full knowledge of this Document and the rates set down by the Contractor shall be held to include in all respects for compliance to the appropriate sections of trade preambles.

No liability will be admitted nor claim allowed, in respect of errors in the Contractor's price due to errors in the General Specification and amendments thereto that should have been rectified in the manner specified therein.

The Works are to be carried in accordance with the drawings listed in the Schedule of Drawings appearing in the Appendix of these Bills of Quantities. The drawings with annotation therein shall override the General Specification.

**A.2 Materials generally**

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

**A.3 Workmanship**

Where commodities or workmanship are specified by reference to British Standards (B.S.) or Codes of Practice or International (ISO) or other standards, such standards are deemed to be the latest published at the time of tendering. The substitution of commodities or standards of workmanship complying with other Standards may be allowed at discretion of the Architect, but application for permission for such substitution must be made in writing in sufficient time to allow adequate investigation. All materials, commodities, components and equipment must be suitable for local conditions.

**A.4 Measuring and testing equipment**

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

- Straight edges 2 metres and 4 metres long for testing the accuracy of finished surfaces.
- A glass graduated cylinder for use in the silt for organic impurities in sand
- Slump test apparatus
- 150 mm Steel cube moulds with base plates and tamping rods to B.S. 1881
- Two 30 metre steel tapes
- One dumpy or quick set level and staff
- Micrometer

**DEMOLITIONS AND ALTERATIONS****C.1 Approval**

Do not demolish, strip out or clear away any existing building or structure including site works and services, without prior approval of the Architect. When requested by the Architect submits detailed proposals for the sequence of demolition of the various parts of the structure, site works and services. Notwithstanding any comments or approval by the Architect, responsibility for the safety of persons and property will rest solely with the Contractor.

**C.2 Surplus materials**

Unless described as refixed, set aside for re-use, handed over to the Employer, stacked on site or similar expressions, all materials arising from demolitions shall become the property of the Contractor and allowance should be made by him where provision is made herein to price the same. The Architect reserves the right to retain any or all of such materials not described as refixed, set aside for re-use, etc. and in such cases the Contractor will be reimbursed at the credit rates he has inserted herein.

**C.3 Protection of existing work retained**

The Contractor shall protect all or part of existing building to be retained or adjoining structure from damage by his workmen or the weather and shall include in his prices for providing and removing on completion all necessary temporary coverings and screens other than those specifically required by the Architect for which measured items have been included hereinafter. The Contractor shall be responsible for the care and protection of all materials described for re – use, taken to store, etc., from the time of his entering possession of the Site. The Contractor shall be responsible in making good with materials to match existing and to standard of workmanship specified herein to match existing as directed by the Architect

**C.4 Use of explosives for demolition**

Explosives or similar means shall not be used for demolition.

**C.5 Shoring, etc.**

In the following descriptions the words “support as necessary” shall be deemed to include all necessary dead or raking shores or other supports required for upholding the existing work during the operation described and removing on completion, including any incidental cutting away and making good after removal. Shoring specifically required by the Architect which is not incidental to any of the items following has been included as measured items hereinafter.

**C.6 Safety and avoidance of nuisance**

All work shall be performed in such a manner as to ensure the safety of the works and the public and so as to cause as little inconveniences as possible to the public and adjoining owners and the prices shall include for necessary precautions to that end.

## **EXCAVATION AND EARTHWORK**

### **DEFINITIONS**

#### D.1 Surface bed

The term "Surface bed" shall mean ground level after clearing Site

#### D.2 Rock

The term "Rock" shall mean any natural material that cannot be dislodged by a pick and that can only be removed by the use of compressor or by blasting or wedging. This classification does not include materials that can be removed by means other than drilling and blasting or drilling and wedging, but which for reasons of economy in excavating; the Contractor prefers to remove by drilling and wedging. Unless specifically stated hereafter, the Contractor must assume that permission to use explosives to remove rock will be refused and he must therefore price for removing by compressor, etc., only.

"Tuff" will not be treated as rock for the purposes of extra payment to the Contractor under Clause B.8.5 of the Principle of Measurement (International). Should isolated boulders of a different harder nature be located in the course of excavations, these will be treated as rock.

### **MATERIALS**

#### D.3 Blinding and Hardcore

Blinding shall be of the same material as the hardcore bed, crushed and graded from 4 mm upwards, free from clay, chemical or other pollutants, pests, weeds, roots and rubbish.

Hardcore shall be of good, clean, hard, broken stone, broken before placing to pass a 100 mm ring and free from all rubbish.

### **WORKMANSHIP**

#### D.4 Generally

The Contractor shall give to the Architect at least 48 hours notice when excavations are ready for inspection. The bottom of every excavation will be inspected by the Architect and the level thereof agreed between the Architect and the Contractor. If good bearing is not obtained at the level shown the Architect is to be informed. No concrete is to be laid until the bottom has been approved and the level thereof taken.

Any concrete work done before such approval, shall, if so directed be removed and new work substituted after excavations have been approved at the Contractor's expense. Notwithstanding such approval any bottom which becomes water logged or otherwise spoilt after approval shall be cleaned out and reformed to the Architect's approval before any concrete is placed

Vegetable soil shall be spread and levelled where directed by the Architect on Site. Surplus excavated materials where directed or required to be removed from the Site to a tip the location of which shall be first approved by the Architect in writing. All fees and charges in connection shall be deemed to be included in the Contract Sum.

Should any excavations be taken below the required levels or depths necessary to obtain a suitable bottom, the Contractor will be required to fill in the excavation to the proper level with concrete of the same Specification for foundation at his own expense.



Return filling around foundations and filling in making up levels under floors and pavings shall not be deposited until the formation level has been approved by the Architect. In no case shall fill be deposited on a muddy foundation. Filling shall be deposited in layers not exceeding 150 mm in depth before compaction and shall be compacted by rolling, pneumatic tamping or other approved means over the whole area.

Anti – termite treatment shall be carried out using chemical approved by the Architect in writing diluted to a water emulsion.

## **CONCRETE WORK**

### **GENERALLY**

#### **F.1 Standards**

The whole of concrete work and testing thereof shall comply with B.S. Code of Practice No. 110 and shall be carried out in strict accordance the working drawings and instructions of the Architect and the Structural Engineer.

A competent person shall be employed whose first duty it will be to supervise all stages in the preparation and placing of concrete. He shall also be responsible for keeping accurate record of the dates on which concrete is poured.

Before any commencement of any work, the Contractor shall submit for the Architect's written approval details of concrete method, formwork proposals and type and position of construction joints.

### **MATERIALS**

#### **F.2 Cement**

Portland cement shall comply with Kenya Standard K.S. 02-21. All cement shall be delivered to site in sealed bags bearing the mark of manufacturer. Rebagged cement, cement in plain bags or torn bags will not be allowed on the site. Storage shall be in a well ventilated weatherproof shed with floor off the ground.

#### **F.3 Aggregates**

Aggregates shall comply with K.S. 02-95.

Fine aggregate and sand shall be clean, sharp, coarse, hard material approved by the Architect.

Coarse aggregate shall be hard, clean gravel or broken stones from approved quarries and shall be free from earth, decomposed stone and extraneous matter.

#### **F.4 Reinforcement**

The Structural Engineer will prepare and provide all necessary bar bending schedules and explanatory notes. Reinforcement shall comply with the following standards:-

- a. Mild steel rod reinforcement shall comply with K.S. 02-22
- b. High tensile steel shall be either cold worked deformed steel bars of circular/octagonal section complying with B.S. 4461 or hot rolled deformed high tensile bars having a guaranteed minimum yield stress of 4200 kg/sq. cm (60,000 p.s.i) and other physical qualities in accordance with B.S. 4449.
- c. Fibremesh Micro Reinforcement shall be MD fibrillated fibres as supplied by M/s. Somers (K) Ltd. P. O. Box 66143 NAIROBI.

**F.5 Water**

Water shall be from the mains and kept free of any impurities and acid or alkaline substances in suspension or in solution and shall be stored in proper storage tanks to the approval of the Architect.

**F.6 Storage of Materials**

Cement shall be kept dry and used in rotation of deliveries. If delivered in bags these shall be stored off the ground in a well ventilated weatherproof shed used exclusively for this purpose.

Aggregates shall be stored at mixer positions on drained concrete paved areas, with stout dividing walls between different sizes and types of aggregates.

**WORKMANSHIP****F.7 Measurement, mixing and proportions of Concrete**

Before the commencement of any work the Contractor shall submit the following for the Architect's and Structural Engineer's written approval:-

- a. The concreting method, including the size and type of machines for weighing and mixing concrete and the methods of transporting, placing and compacting.
- b. Details of formwork proposals, clearly indicating the general method of construction and assembly, the method of achieving surface finishes required, including linings, fixing of linings together with positions of joints and the make and type of mould oil proposed.
- c. The proposed position and type of every construction joint not already shown in the Architect's or Engineer's drawing.

The quantity of cement shall be measured by weight and not by gauge boxes, the 50 kg. bag of cement being used as a unit. The quantities of fine and coarse aggregate shall be measured separately by weigh batching plant. Volume mixing will not be permitted.

Throughout the carrying of the Concrete Work, "Works Cube Tests" are to be made from concrete drawn from newly laid concrete or concrete about to be placed in position, such cubes being made when directed by the Architect or Engineer in their presence.

The mixes will be composed of the following classes: 15, 20, 25, 30 and 40. These figures represent the minimum 28 day strength in N/sq. mm of the works cubes. The maximum size of aggregate shall be as ordered by the Engineer, and may be indicated in brackets after the mix class for example Class 20(20).

The strength and limiting proportions of the various mixes in Newton's per square millimeter shall be as follows:-

CLASSES OF CONCRETE						
Class	Minimum Crushing Strength On 150 mm Works Cubes		Limit of combined weight of Dry aggregate to 50 Kg. cement		Mix Average minimum Trial Strength	
	7 Days N sq. /mm mm	28 Days N. sq./ mm	Maximum Kg.	Minimum kg.	7 days N. sq./mm	28 Days N. sq./mm
Mass concrete	–	–	–	–	–	–
15(25 mm)	10	15	450	–	13	19.5
20(25 mm)	15	20	400	230	20	26
20(20 mm)	15	20	400	230	20	26
20(20 mm)	19	25	360	180	25	32.5
25(20 mm)	24	30	320	160	32	39
30(20 mm)	33	44	270	160	44	52
40(20 mm)						

Blinding concrete to be (1:4:8 – 40 mm) with 40 mm maximum coarse aggregate; water cement ratio 0.5 and minimum crushing strength of Works Test Cubes at 28 days to 15 N/mm<sup>2</sup>.

The average crushing strength should be at least 15% higher than the minimum permissible value given in the above table

#### F.8 Formwork

Formwork shall be true to line, level, face and profile and be of robust construction, adequately framed and braced, strutted, cramped, tied and propped to restrict deformation due to construction loads to not more than 3 mm.

### WALLING

#### GENERALLY

##### G.1 Samples

Samples of all types of blocks, bricks and stone required for the works shall be produced to the Architect for his prior approval before any orders are placed. After approvals of samples, the Contractor shall erect a 1200 x 1200 mm sample panel of stone or any fair face block work required by the Architect.

### MATERIALS

##### G.2 Cement

Cement shall be as described in Concrete Work

##### G.3 Fine Aggregate

Fine aggregate for concrete blocks shall be as described in Concrete Work.

**G.4 Limes**

Hydrated limes for cement/lime mortar shall comply with K.S. 02-97 semi-hydrated or non hydraulic calcium limes. Lime for lime/sand mortar shall comply with K.S. 02-97 and shall be hydraulic.

**G.5 Sand**

Sand for mortar shall comply with B.S. 1200

**G.6 Stone**

Stone shall be sound and hard and free from all defects and shall be obtained from a quarry approved by the Architect.

**G.7 Damp proof course**

Bituminous felt sheeting for damp – proof courses shall be three – ply heavy duty Hessian based felt in accordance with B.S. 743 Ref. “A” weighing not less than 3.8 Kgs. per square metre. The sheeting is to be lapped 150 mm at running joints and the full width of walls at angles.

**WORKMASHIP****G.8 Generally**

The Contractor shall provide all setting out rods.

All stones and blockwork shall be built uniform, true and level, with all perpends vertical and in line. No work shall rise more than 1 metre above adjoining work and all such risings are to be properly raked back in long steps to prevent cracks. Rising and all walls shall be levelled around at each floor.

Joints generally are not to exceed 10 mm in thickness. Cutting of blockwork against concrete soffits, etc., shall include for cutting to give normal 10 mm joints and complete filling thereof with mortar.

Openings for doors, windows, etc., are to be set and left open until frames have been fixed in position.

Where described walls and partitions as reinforced shall have a 25 mm wide strip of 1 mm thick hoop iron built into alternative horizontal joints in the wall centre. The reinforcement shall be lapped and hooked at running joints, angles and intersections and carried at least 115 mm into abutting walls at junctions.

**ROOFING****BITUMINOUS FELT ROOFING****K.1 Approved firm**

All work of bituminous felt and associated felt roofing must be carried out by a Specialist Roofing Sub – Contractor selected from a list approved by the Architect. The name of the selected Sub – Contractor must be submitted with the tender for the Main Contract, and the nomination must not be changed without the prior approval of the Architect.

**K.2 Guarantee**

The Contractor is to obtain from the approved Sub – Contractor a written guarantee and undertaking to the effect that during a period of twelve calendar months from and after the date of certified date of completion of the whole of the

works, such Sub – Contractor shall, at his own expenses, make good to the satisfaction of the Architect all and any defects in the work that shall be attributable to improper materials or faulty workmanship, and shall bear the cost of any consequential damage as is provided in such guarantee.

786/18/255

1/40

### K.3 Protection

The Contractor shall take all necessary precautions to ensure that no damage is caused to the roofing after completion of laying by further building operations, storage if heavy objects, traffic or any cause whatsoever.

## **TILE ROOFING**

### K.4 Clay quarry tiles

All tiles to be 200 x 200 x 20 mm obtained from M/s. Miritini Building Products, Mombasa, or other equal and approved, and laid and fixed in accordance with their printed instructions.

Any cutting of tiles and specials shall be accurately executed with a power driven masonry saw and any exposed raw edges coloured with compound as before described.

No cracked, chipped or otherwise broken tiles will be allowed in the Works and all tiles discoloured or defaced by mortar droppings are to be replaced at the Contractor's expense.

### K.5 'Mangalore' clay Roofing tiles

To be obtained from a source approved by the Architect and to be laid and fixed in accordance with their printed instructions.

Tiles to be in colours selected and approved by the Architect and all ridges and other special tiles must be from the same supplier and must match the tiles being used.

Any cutting on tiles and specials shall be accurately executed with a power driven masonry saw and any exposed raw edges coloured with compound as before described.

No cracked, chipped or otherwise broken tiles will be allowed in the Works and all tiles discoloured or defaced by mortar droppings are to be replaced at the Contractor's expense.

### K.6 Examine roof coverings

Before delivering up the Works, examine the roof coverings and leave the roofs clean, watertight and drop dry.

## **CARPENTRY**

## **MATERIALS**

### L.1 Certificate of Treatment

Timber shall be from an approved sawmill, be sound, well conditioned, properly seasoned, containing not more than 18% moisture.

Preservative treatment is to be applied to structural timber after machining and before assembly.

Pressure impregnation or open tanking treatment must be carried out at an approved plant.

Timber treated with preservative must be accompanied by a certificate of treatment when delivered to the Site. The certificate must state the address of the treatment plant and all relevant details of the process (for example, the type and concentration of preservative, duration of treatment, temperature and vacuum pressure)

## L.2 Structural timber

Timber for structural use is to be Cypress, Podocarpos, Cedar or Pine unless otherwise specified and approved to the following grades:-

1. For general structural purposes (roof trusses, purlins, rafters, etc.) Sawn Timber, Grade 1, or Grade 11 or Grade 111
2. For prefabricated components (wall panels) Wrot timber, Grade I or Grade 11
3. Cedar sapwood must not be used for structural purposes.

## L.3 Boarding

Boards are to be plain – edge or tongued and grooved as described or shown on drawings and:-

1. Free from all signs of decay and insect attack.
2. Cupping to be not more than 1 mm for each 50 mm width of board.
3. Loose knots and holes more than 25 mm greatest dimensions are to be plugged
4. Faces to be free from wane. Wane is permitted on backs provided it does not impinge on tongue or groove.

## L.4 Grounds, battens and framing

Sawn softwood as specified but may be Grade 111

Wrot softwood processed from sawn softwood as specified to the finished sizes as shown on the drawings, or to nominal sizes less machining allowances.

## **WORKMANSHIP**

### L.5 Generally

Workmanship shall comply with B.S. 1186 Part 2 and B.S. Code of Practice 112.

All carpentry shall be executed with the workmanship of best quality. Scantlings and boards shall be accurately sawn and shall be uniform in widths and thickness throughout and shall be as long as possible and practicable in order to eliminate joints. Where joints are unavoidable they shall be scarfed, spliced and bolted as required. Generally scarfs shall be 450 mm long.

## **JOINERY**

## **MATERIALS**

### M.1 Species

Softwood Timber specified to be painted is to be one of the following:-

1. Select (Second grade) wrot podocarpus

2. Select (Second grade) wrot cypress
3. Second grade wrot cedar

Grading rules are the latest approved by Kenya Government.

786/18/255

1/42

Hardwood species unless otherwise specified or shown on the drawings are to be one of the following:-

1. Musharagi
2. Mvule
3. Mahogany
4. Camphor
5. Meru Oak.

All hardwoods are to be Prime Grade.

## M.2 Performance specification

The specifications refer to all conifer (soft-wood) and broad leaved (hardwood) species and apply to timber sections incorporated in the building after they have a sufficient time to season. The period for green timber to season fully after installation under cover shall be assumed for each 25 mm thickness.

Unless noted elsewhere timber shall conform to the listed Specifications as follows:-

F Grade	-	furniture and high joinery
GJ Grade	-	General joinery
S75 Grade	-	structural grade having grade stress value of 75% of basic stress
S50 Grade	-	structural grade having grade stress value of 50% of basic stress
C Grade	-	a general construction grade for non -stressed construction
L Grade	-	a low grade for low quality work

## **WORKMANSHIP**

### M.3 Generally

All joinery work shall be wrought unless otherwise described.

No joinery is to be put in hand until all the details have been supplied or approved by the Architect and in all cases the details are to be worked to.

All joinery is to be purpose made and constructed to detail drawings, in a workmanship manner, mortised and tenoned, dovetail, and tongue and grooved, glued, pinned, screwed, etc., as best suited to the particular part. All mortice and tenon joints are to be primed with hardwood dowels or with brass pins in addition to wedging and gluing. All joinery shall be put together with waterproof adhesive.

### M.3 Generally (cont'd)

All joinery shall be executed with the workmanship of the best quality in strict accordance with detailed drawings, mouldings shall be accurately and truly run on the solid and all work planed, sandpapered and finished to the approval of the Architect. All arrises to be slightly rounded. All framed work shall be cut out and framed together as soon after the commencement of the building as is practicable but should not be wedged up until the building is ready for fixing the

same and any portions that warp, get in winding, develop shakes or other defects shall be replaced with new. In door frames, etc., the heart face of the timber shall be fixed away from the wall.

The Contractor shall be responsible for ascertaining from the site, and for checking all dimensions before the joinery is put in hand. Any discrepancies between site dimensions and those on the Architect's drawings shall be reported immediately to the Architect for rectifications.

786/18/255

1/43

#### M.4 Flush doors

Flush doors shall be of the sizes and thickness indicated and shall comply in all respects with B.S. 459 Part 2 and the following modifications unless otherwise stated.

- (a) Core shall be GJ grade
- (b) Plywood facing be 4 mm thick
- (c) Hardwood lipping to be 25 mm thick tongued on back into stiles and rails of core, mitred at angles and glued in
- (d) Semi – solid core shall be of 75 mm wide stiles, top and bottom rails all framed together with 450 mm x 150 mm lock blocks framed in and 20 mm intermediate horizontal rails at 60 mm centres and stub tenoned in each end to stiles. Each horizontal rail and top and bottom lipping to have 10 mm diameter hole bored through to ensure air circulation through core.
- (e) Solid core shall be of 75 mm wide stiles, top and bottom rails with solid core of 13 mm horizontal strips glued together under pressure. The strips to be put together with grain alternating and to be tongued on edge and let into vertical grooves in stiles. Plywood facing to be 6 mm thick.

#### M.5 Inspection and testing

The Architect shall be given facilities for inspection of all works in progress whether in workshops or on Site. All timber as it arrives on the Site may be inspected by the Architect and any timber brought to the Site and not approved by him must be removed forthwith, failing which he may arrange for the removal of the rejects and dispose of them as he may consider advisable at the Contractors expense.

### **IRONMONGERY**

#### M.6 Generally

The rates for supply and fix of ironmongery shall include the cost of all fixing screws.

The Contractor shall submit for the Architect's approval within one month of date of possession of site, Specifications including manufacturer's catalogue references of the items he proposes to purchase.

All locks to be provided with two keys and no key is to pass the wards of any but its own lock. All keys are to be provided with a key ring and plastic tag on which is to be firmly written the position of the door.



## **STRUCTURAL STEELWORK**

### **GENERALLY**

#### N.1 Standard of construction

The whole of the structural steelwork and testing shall comply with relevant clauses of B.S. 449

#### N.2 Approved firm

The structural steel work fabrication must be carried out by a Sub – Contractor selected from a list approved by the Architect. The name of the selected Sub – Contractor must be submitted with the tender for the Main Contract, and the nomination must not be changed without the prior approval of the Architect.

### **MATERIALS**

#### N.3 Steel

The steel used for (i) hot rolled steel products (ii) Cold formed steel products (iii) Hard drawn steel wire and steel sections shall comply with K.S. 02 – 18. Where applicable this standard shall overrule any other standard herein after stated.

Mild steel shall comply with B.S. 4360, Grade 43A1 and 43A. Hot rolled sections shall comply with B.S. 4 Part 1. Hot rolled hollow sections shall comply with B.S. 4848, Part 2. Tubes (other than circular hot rolled sections) shall comply with B.S. 6323 Parts 1 – 8 and shall be of the type of steel and method of manufacture described. Galvanized steel tube for rainwater pipes shall comply with B.S. 1387.

#### N.4 Tests and inspection

Manufacturer's Mill Test certificates for all structural steel shall be supplied to the Architect and Structural Engineer as and when required. Where and when directed by the Structural Engineer, the Contractor shall take and deliver samples of structural steel for testing to an approved testing laboratory. Should the result of either test be unsatisfactory the whole consignment of steel which the sample represents shall be rejected and shall be replaced by other material of proper quality at the expense of the Contractor. The Architect or his representative shall at all reasonable times be given free access to the works.

#### N.5 Weight of steel

For the purposes of measurement the weight of mild steel shall be as given in B.S. 648 which will be the basis for measurement of variations. The weights per metre given on the drawings do not include the shelf angles riveted to webs, nor the plates riveted to the flanges of R.S.J's or other sections.

### **WORKMANSHIP**

#### N.6 Generally

The whole of fabrication and erection of steelwork shall be carried out in accordance with B.S. 449 Part 2. The welding of steel to B.S. 4360 Part 2 must conform to.

B.S. 5135 – “General requirements for the metal – arc welding of mild steel or carbon manganese steel”

For welding any particular type of joint the Contractor shall provide evidence acceptable to the Architect or the Structural Engineer that the welder has satisfactorily completed the appropriate test as described in B.S. 449, Part 2, Chapter 6. Any welder’s test shall include the cost of any fees incurred by the Employer witnessing of, or making such tests. The right is reserved to make non – destructive tests on the welding to determine if the welding conforms to the standards laid down in B.S. 5135. This will normally consist of radiography on butt welds, ultrasonic examination of fillet welds or other tests as appropriate to the actual configuration of the weld in question.

786/18/255

1/45

## **METALWORK**

### **MATERIALS**

#### **P.1 Generally**

The Contractor shall submit complete shop drawings as and when required by the Architect for his approval.

The steel used for (i) hot rolled steel products (ii) Cold formed steel products (iii) Hard drawn steel wire and steel sections

shall comply with K.S. 02 – 18. Where applicable this standard shall overrule any other standard herein after stated.

Mild steel shall comply with B.S. 4360, Grade 43A1 and 43A. Hot rolled sections shall comply with B.S. 4 Part 1. Hot rolled hollow sections shall comply with B.S. 4848, Part 2. Tubes (other than circular hot rolled sections) shall comply with B.S. 6323 Parts 1 – 8 and shall be of the type of steel and method of manufacture described. Galvanized steel tube for rainwater pipes shall comply with B.S. 1387.

### **WORKMANSHIP**

#### **P.2 Welding**

The word “welded” is to be understood to include the normal trade methods of jointing metals using electric arc welding apparatus or an oxyacetylene torch, rod and flux. The joints shall be made so that they will transmit the loads and resist the stresses to which they will be subjected. All excess metal is to be filed down and smoothed off to a workmanship finish to the approval of the Architect. The materials employed in welding shall be selected with due regard to the character of the work and the metals being connected.

#### **P.3 Fabrication**

As much of the work of fabrication of Metalwork as is reasonably practicable shall be completed in the manufacturer’s works. Field connections shall be made in accordance with the approved drawings. The Contractor shall give four day’s clear notice of metalwork ready for inspection at the manufacturer’s works to facilitate inspection before delivery.

#### **P.4 Joints and connections**

No variation of the number, type or position of the joints or connections shown on the drawings of metalwork shall be made without the consent of the Architect. If such consent is desired the Contractor shall submit detailed drawings of the proposed joints for the approval of the Architect and no extra cost incurred by reason of such additions will be allowed to the Contractor.

#### **P.5 Painting at works**

Where described as primed at works structural metalwork as well as non structural metalwork shall be free off rust, mill scale, welding slag and flux residue and shall be dry immediately prior to painting with primer.

For joints with high strength friction grip bolts the contact surface shall be left unpainted but special care shall be taken after assembly to paint all edges and corners near the joints together with bolt heads, nuts and washers to prevent the

ingress of moisture. For joints made with other bolts and rivets the contact surfaces shall be brought together while the paint is still wet.

For welded connections where contact surfaces are not completely sealed the contact surfaces shall be painted to within 50 mm of the edges that are to be welded. The primer shall be touched up with similar primer if damaged by subsequent handling.

786/18/255

1/46

## **PLUMBING AND ENGINEERING INSTALLATIONS**

### **GENERALLY**

#### **Q.1 Execution of plumbing works**

All plumbing work shall be in accordance with the best principles of modern practice by a registered firm and fully qualified plumbers.

The Plumbing and engineering installations must be carried out by a Sub – Contractor selected from a list approved by the Architect. The name of the selected Sub – Contractor must be submitted with the tender for the Main Contract, and the nomination must not be changed without the prior approval of the Architect.

All plumbing and drainage works shall be executed in accordance with the Regulations of the Local Authorities and Water Supply Companies. The Contractor shall give all notices and pay all fees required thereunder. The amount of such fees shall be deemed to be included in the Contract Sum, unless they are expressly included in the in these documents by way of a Provisional Sum or P.C. Sum.

### **RAINWATER INSTALLATIONS**

#### **Q.2 Plastic Pipes and galvanized steel tubes and fittings**

Plastic pipes, fittings and accessories shall be from a manufacturing source approved by the Architect in writing and complying B.S. 4576, heavy grade PVC, colour to be selected by the Architect.

Galvanized steel tubes and fittings shall comply with B.S. 1387. Tubing and fittings shall be seam – jointed using hemp and read lead putty or “Boss” white.

#### **Q.3 Rainwater outlets**

PVC rainwater outlets shall be manufactured to the sizes and profiles measured herein from heavy grade PVC with minimum 75 mm wide flange all round the top fixing to roof surfaces, fully bedded in hot bitumen and jointed to the PVC rainwater pipes.

### **SANITARY INSTALLATIONS**

#### **Q.4 Bye – Laws**

All the work shall comply with the requirements of the Local Council Bye – Laws and drainage regulations and shall be executed to the satisfaction of the Architect.

#### **Q.5 Testing**

The Contractor shall from time to time as required to suit the progress of building, air – test the plumbing and internal drainage in sections, to the satisfactions of the Architect before any such work is covered. At the completion of the works all soil pipes and branches and waste pipes and other parts of the internal drainage works connected directly with any sewerage drain or sewerage drain ventilating or soil pipes, shall be subjected to a water test and be proved capable

of resisting pressure of 1.5 metre head of water and the Architect may also direct that a sample or any other test be applied to any part of drainage or ventilating system as he thinks desirable, and everything necessary for these tests shall be supplied by the Contractor.

Q.6 Habitation certificate

On completion the Contractor shall obtain a “Habitation” certificate from the Local Council and forward it to the Architect.

786/18/255

1/47

**SANITARY FITTINGS**

Q.7 Generally

All sanitary fittings shall be as specified and from an approved supplier and to satisfaction of the Architect. In the event that the appliances specified are not available, the supply of alternatives that are at least equal in every respect in quality to the specification to those specified will be permitted with the prior written approval of the Architect.

All sanitary fittings specified shall be properly assembled and the Contractor shall include for all waste fittings, traps, taps, plugs, chains, etc., required to suit the fittings.

All work and method shall be carried out to the satisfaction of the Architect.

**HOT AND COLD WATER INSTALLATIONS**

Q.8 Pipework generally

Pipes shall be in the maximum lengths possible to avoid unnecessary jointing. Pipes shall be fixed to sufficient falls to prevent air locks and to enable the system to be drained.

Q.9 Galvanized steel pipes and fittings

Galvanized mild steel pipes and fittings shall comply with B.S. 1387 heavy grade for rising mains and branches off rising mains, and medium grade for distributing pipes except where the latter are in contact with ground when they shall be heavy gauge.

Q.10 PPR piping and fittings

All hot water distribution pipework in confined areas shall be in PPR PN 25.

All cold water distribution shall be in PPR PN 20.

**WORKMANSHIP**

Q.11 Generally

The Contractor shall himself prepare working drawings as may be necessary for the Architect’s approval. The working drawings have to show the sizes of all main piping and decrease in runs and the Architect reserves the right to change the run and sizes to accommodate changes during construction.

All pipes shall have minimum clearance of 75 mm from floor and ceiling and 25 mm from finished faces of walls or otherwise shown on the drawings. All pipes shall be fixed in neatly arranged lines and adequately pitched horizontal lines to allow for the system to be properly ventilated and drained. Where pipes are to pass through slabs this must be ascertained before the concrete is cast and approval must be obtained the size of hole formed.

Special consideration shall be given to the design and installation of pipework to ensure that expansion and contraction resulting from extremes of temperature can be accommodated freely without causing damage to pipe system or the building.

786/18/255

1/48

## **ELECTRICAL ENGINEERING INSTALLATIONS**

### **R.1 Execution of Electrical Installations**

All electrical installations shall be executed by a firm of fully qualified and registered electrical contractors. The Contractor shall state the name of a firm he proposes from a list approved by the Architect. The name of the selected Sub – Contractor must be submitted with the tender for the Main Contract, and the nomination must not be changed without the prior approval of the Architect. The works must strictly be in accordance with the following conditions:-

1. The 14<sup>th</sup> edition of the “regulations for the Electrical Equipment of Buildings” issued by the Institution of Electrical Engineers of Great Britain with local amendments
2. The Licensee’s bye-laws
3. Relevant British Standard Specifications and Codes of Practice published by the British Standards Institute (hereinafter referred to as B.S. and C.P. respectively)
4. The Specification
5. The working drawings produced by the Sub – Contractor and approved by the Architect.
6. The Architect’s instructions

The Sub – Contractor shall undertake all modifications demanded by the regulating authorities to comply with the regulations and produce certificates, if any, from the authorities without extra charge.

### **R.2 Quality control**

The Sub-Contractor will be entirely responsible for all materials, apparatus, equipment, etc., furnished by him in connection with his work and shall take all special care to protect all parts of finished work from damage until handed over to the Employer.

All materials, fittings and accessories are to be new and in accordance with the requirements of the current rules and regulations where such exist, and within relevant British Standard Specification. Defective equipment or that damaged in the course of installation shall be replaced or repaired to the approval of the Architect.

Wherever in this Specification the practice is adopted of specifying a particular item as ‘similar’ to that listed in a particular firm’s catalogue, it is to be clearly understood that this indicate the type and quality of the equipment required. Where particular manufacturers are specified herein, no alternative makes or brands will be considered without justified reasons and the Architect shall have the right to reject any other makes.

The Contractor shall if required by the Architect submit samples of materials for their approval before placing an order.

### **R.3 Testing**

All tests prescribed in 17<sup>th</sup> Edition of the Regulations for the Electrical Equipment of the Institute of Electrical Engineers, together with all amendments as applicable shall be carried by the Contractor on completed installation. Testing may be also required during progress of the Contract for insulation resistance, continuity of all conduits and earth connector and also the ability to withdraw all cables or any cables from conduits.

All tests must be carried out in the presence of the Architect or such other person appointed for the purpose but the Sub – Contractor alone will be held responsible to the Authorities as to the installation compliance with rules and regulations. Any faults, defects, omissions or faulty workmanship, incorrectly positioned or installed part of the installation made apparent by such tests and inspections shall be rectified by the Contractor at his own expense.

786/18/255

1/49

## **FLOOR, WALL AND CEILING FINISHINGS**

### **PLASTERWORK**

#### S.1 Generally

Render shall be cement and sand in the proportions of (1:4) finished to the thickness specified.

Plaster shall consist of an undercoat of 1 part cement to 6 parts sand by volume and a finishing coat of 1 part of cement to 10 parts of lime putty. Each coat shall be finished as specified.

#### S.2 Preparation of surfaces

Surfaces to receive plastering shall be dry brushed to remove all particles, dust, laitance, efflorescence, etc. and any projecting fins on concrete surfaces shall be hacked off.

Surfaces shall be wetted and re-wetted as required to equalise suction before the plaster coats are applied.

### **OTHER INSITU FINISHINGS**

#### S.3 Granolithic and Terrazzo paving and wall finishes

The thickness for pavings, etc., in these Bills of Quantities include for the combined screed or backing and granolithic and terrazzo finish but in any case these are to be laid integrally.

Pavings of granolithic and terrazzo to be 30 mm minimum thickness laid on screed to make full thickness specified.

For granolithic paving the aggregate to cement ratio is to be 3:1 of which the sand should not exceed 30% of the total aggregate. A satisfactory mix proportion is generally of 1:1:2 cement, sand and aggregate but this must be ascertained by trial mix and varied as required.

For Terrazzo the mix to be one part of white or coloured cement to two parts of clean marble chippings washed and free from dust. The Colour of the cement and chippings will be selected by the Architect and the chippings may be vary in size from 3 mm to 16 mm and may be graded in accordance with the Architect's requirements. No work to be carried out until sample areas of finished paving have been approved.

Division strips to be set in position before paving is commenced and embedded straight and true.

#### S.4 Tyrolean finish

Tyrolean finish shall be applied by machine in accordance with the instructions issued by the Cement Marketing Company. The colour of the cement shall be selected by the Architect. If required to do so by the Architect, the Contractor shall provide sample panel or panels of Tyrolean finish the cost of which shall be deemed to be included in

the Contract Sum. All adjoining areas and finishings shall be masked and protected so as to prevent staining whilst applying Tyrolean finish.

## **TILE, SLAB AND BLOCK FINISHINGS**

### S.5 Tile, slab and block finishings

The Contractor shall be responsible for screeds to receive tile, slab and block finishings to the satisfaction of the Architect.

786/18/255

1/50

## **GLAZING**

### **MATERIALS**

#### T.1 Glass generally

All glass shall comply in all respects with the appropriate section of B.S. 952. Plain sheet clear glass shall be OQ; plate glass shall be GG; float glass shall be as manufactured by Pilkington Brothers Limited.

#### T.2 Putty for glazing to wood

Putty for glazing to wood shall comply with B.S. 544

#### T.3 Putty for glazing to metal

Putty for glazing to metal shall be approved mastic manufactured for the purposes, and used in accordance with manufacturer's instructions.

#### T.4 Samples

Samples not less than 150 mm square are to be submitted to the Architect for approval before any glass is cut.

## **WORKMANSHIP**

#### T.5 Glass to be kept free from moisture

All glass surfaces shall be kept dry during transit and storage. Glass becoming moist from condensation or other causes shall be thoroughly dried and aired.

#### T.6 Rebates and beads

All glazing and beads shall be primed before glazing is commenced

#### T.7 Edges of glass

All glass shall have clean edges. The edges of louvers shall be rounded and polished.

#### T.8 Bead glazing

Glazing fixed by beads shall have both glass and beads bedded and back puttied, and the putty trimmed off flush. Where sealing strip is used, it shall pass round both faces of the glass and be trimmed off flush on both sides. Metal surfaces to receive sealing strip shall be treated with mineral oil before glazing.

#### T.9 Putty glazing

Glazing in putty shall be executed in proper bed and back putties, sprigs, clips and splayed and mitred front putties. The back putties shall be trimmed off flush with top of rebate and the splayed front putties shall be finished 3 mm back from sight line to allow for sealing between glass and putty with paint.

#### T.10 Fixing

The provision of glazing compounds and putties, and sprigs, clips and other sundry fixings, shall be deemed to be included with items of glazing.

786/18/255

1/51

### **PAINTING AND DECORATING**

#### **MATERIALS**

##### U.1 Colour range

Painting and decorative scheme shall be carried out in colours selected by the Architect.

##### U.2 Quality of products

Where a type of paint is produced by the Manufacturer in more than one quality, only paints and materials of the first or best quality shall be used in the Works. The Contractor shall use only materials delivered in sealed cans or drums properly labeled to quality, type, colour and name of manufacturer. All tests on paint shall be carried out by the Contractor at his own expense.

##### U.3 Emulsion paint

Emulsion paint (interior and/or exterior) shall have a PVA base and shall be of an approved brand. The first coat shall be thinned in accordance with the manufacturer's instructions. Where applied to the boundary wall the paint shall incorporate an approved fungicide to prevent fungus growth.

##### U.4 Primer for iron and steelworks

Primer for iron and steel works shall be:-

- (a) Lead based priming paint complying with B.S. 2523; Type B.
- (b) Calcium plumbate priming paint complying with B.S. 3698; Type A

##### U.5 Primer for woodwork

Primer for internal woodwork, other than internal surfaces of external doors, windows and their frames and the backs of frames and linings, etc., in contact with masonry, concrete or plaster shall be leadless white or light grey paint not darker than 9-093 of B.S. 4800 which shall be compatible with the subsequent coats and obtained from the same maker.

Primer for external woodwork and internal surfaces of external doors, windows and their frames and the backs of all frames, linings, etc., in contact with masonry, concrete or plaster shall be lead based pink priming paint complying with B.S. 2521.

##### U.6 Oil paints



Hard gloss, semi-gloss matt and flat oil paints, and respective undercoats, shall be approved quality as appropriate.

U.7 Special effects wall finishes

Special effects wall finish to be applied in strict accordance with manufacturer's written instructions and to the approval of the Architect. Alternatively the special effect to be undertaken by the specialist decorator as directed by the Architect.

786/18/255

1/52

**WORKMANSHIP**

U.8 Generally

Prior to the commencement of internal or external decoration, areas not exceeding 50 square metres in total area and designated by the Architect, shall be completely decorated, and after approval shall be used as a standard for the whole of the Works. Any additional cost involved in carrying out such decoration in advance of the general work shall be deemed included in the Contract Sum. Such decorated surfaces shall be made good and touched up as necessary prior to the handing over of the Works.

All materials shall be used strictly in accordance with instructions issued by the manufacturer concerned. The addition of thinners, driers or other materials will only be permitted when specially required by the maker and the procedure approved by the Architect.

**SECTION VI****DRAWINGS****LIST OF DRAWINGS USED IN THE PREPARATION OF THESE BILLS OF QUANTITIES**

<u>DRAWING No.</u>	<u>SIZE</u>	<u>TITLE</u>	<u>SCALE</u>		
<u>Architectural Drawings</u>					
H.B. 2014.08.01	A 1	Location; Site Plan	1:100	1:200	1:8000
H.B. 2014.08.02	A 1	Ground floor Plan	1:100		
H.B. 2014.08.03	A 1	First floor Plan	1:100		
H.B. 2014.08.04	A 1	Second floor Plan	1:100		
H.B. 2014.08.05	A 1	Third floor Plan	1:100		
H.B. 2014.08.06	A 1	Fourth floor Plan	1:100		
H.B. 2014.08.07	A 1	Roof floor Plan	1:100		
H.B. 2014.08.08	A 1	South Elevation	1:100		
H.B. 2014.08.09	A 1	West Elevation	1:100		
H.B. 2014.08.10	A 1	North Elevation	1:100		
H.B. 2014.08.11	A 1	East Elevation	1:100		
H.B. 2014.08.12	A 1	Sections	1:100		
H.B. 2014.08.13	A 1	Gate, security block – Plan, elevations	1:100		
H.B. 2014.08.14	A 1	Workshop & Staff House – Plan, elevation	1:100		
H.B. 2014.08.15	A 1	Gym, Toilet Block, Generator room	1:100		

Structural Engineer's Drawings

H14/122 – 01	A 1	Ground floor – slab layout		1:100	
H14/122 – 02	A 1	Pad foundations – layout and details	1:25		
H14/122 – 03	A 1	Columns – layout and details	1:25		
H12/122 – 04	A 1	Typical staircase & underground water tank	1:25	1:50	
H14/122 – 05	A 1	Typical lift shaft – layout and details	1:25		
H14/122 – 06	A 1	B First floor beams – layout and details	1:25		1:75
H14/122 – 07	A 1	A First floor slab – layout and details			1:75
H14/122 – 08	A 1	B First floor beams – layout and details	1:25		1:75
H14/122 – 09	A 1	B First floor beams – layout and details	1:25		1:75
H14/122 – 10	A 1	C Roof beams and slab – layout and details	1:25		1:75
H14/122 – 11	A 1	A Second floor beams – layout and details	1:25		1:75
H14/122 – 12	A 1	A Second floor beams – layout and details			1:75
H14/122 – 13	A 1	B second floor beams – layout and details	1:25	1:50	1:75
H14/122 – 14	A 1	B Second floor beams – layout and details			1:75
H14/122 – 15	A 1	A Third floor beams – layout and details	1:25		1:75
H14/122 – 16	A 1	A Third floor slab – layout and details			1:75
H14/122 – 17	A 1	B Third floor beams – layout and details	1:25	1:50	1:75

H14/122 – 18	A 1	B Third floor slab – layout and details	1:25	1:50	1:75
H14/122 – 19	A 1	A Fourth floor beams – layout and details	1:25		1:75
H14/122 – 20	A 1	A Fourth floor beams – layout and details			1:75
H14/122 – 21	A 1	B Fourth floor beams – layout and details	1:25		1:75
H14/122 – 22	A 1	B Fourth floor slab – layout and details	1:25		1:75
H14/122 – 23	A 1	A Lower roof beams – layout and details	1:25		1:75
H14/122 – 24	A 1	A Lower roof beams – layout and details			1:75
H14/122 – 25	A 1	B Lower roof beams – layout and details	1:25		1:75
H14/122 – 26	A 1	B Lower roof beams – layout and details	1:25		1:75
H14/122 – SQ01	A 1	Staff quarters – layout and details	1:25	1:50	
H14/122 – SC01	A 1	Staff changing, etc – layout and details	1:25	1:50	1:75
H14/122 – G01	A 1	Gym changing, etc – layout and details	1:25	1:50	1:75
H14/122 – W01	A 1	Walkway etc – layout and details	1:25	1:50	1:75
H14/122 – S01	A 1	Workshop, etc – layout and details	1:25	1:50	
H14/122 – CW01	A 1	Driveway Plan– layout	1:25		1:200
786/18/255					1/54

## **SECTION VII**

### **BILLS OF QUANTITIES**

#### **Notes for preparing and Bills of Quantities**

1.0 The objective of the Bills of Quantities are:-

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

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

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

(a) **Preliminaries**

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

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

(b) **Work Items**

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

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

Unit	Abbreviations	Unit	Abbreviations
Cubic meter	m <sup>3</sup> or cu m	Millimeter	mm
Hectare	ha	Month	mon
Hour	h	Number	nr
Kilogram	Kg	Square metre	m <sup>2</sup>
Lump Sum	Sum	Square millimeter	mm <sup>2</sup> or sq. mm
Meter	m	Week	wk
Metric ton (1,000 kg)	t		

786/18/255

1/55

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

(c) **Day works Schedule**

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

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

(d) **Provisional Quantities and Sums**

- (i) Provision for quantity contingencies in any particular item or class of Work with a high expectation of quantity overrun should be made by entering specific "Provisional Quantities" or "Provisional Items" in the Bill of Quantities and not by increase in the quantities for that item or class of Work beyond those of the Work normally expected to be required. To the extent not covered above a general provision for physical contingencies (quantity overruns) should be made by including a "Provisional Sum" in the Summary of the Bill of Quantities. Similarly a contingency allowance for possible price increases should be provided as a "Provisional Sum" in the Summary of the Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approvals by avoiding the need to request periodic supplementary approvals as the future need arises.
- (ii) P. C. Sums to cover specialized works normally carried out by Nominated Sub Contractors and Works by statutory authorities included for budgetary allocation.

(e) **Summary**

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

786/18/255

1/56

**SECTION VIII**

**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
- (xi) Statement of Foreign Currency requirement
- (xii) Details of Sub – Contractors

786/18/255

1/57

**FORM OF INVITATION FOR TENDERS**

To \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

---

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 obtained from the County Assembly of Kilifi official website [www.kilifiassembly.go.ke](http://www.kilifiassembly.go.ke) or by visiting the procurement offices and upon payment of a non refundable fee of Kshs. 1,000.00.

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

The County Assembly of Kilifi P.O. Box 332-80200 Malindi and dropped in the tender box or addressed to **The Clerk, County Assembly of Kilifi, P.O. Box 332-80200 Malindi**, on or before **03<sup>rd</sup> January 2018 at 11.00 a.m.**

Tenders will be opened immediately thereafter in the presence of tenderers' representative who choose to attend.

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

Yours faithfully

786/18/255

1/58

**FORM OF TENDER**

To \_\_\_\_\_

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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:-

Kenya Shillings \_\_\_\_\_

---

(K. Shs. \_\_\_\_\_)

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 complete the whole of the Works comprised in the within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until \_\_\_\_\_ 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 \_\_\_\_\_

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

duly authorized to sign tenders for and on behalf of \_\_\_\_\_

of \_\_\_\_\_

Witness: - Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

786/18/255

1/59

## **LETTER OF ACCEPTANCE**

To \_\_\_\_\_

Dear Sir,

This is to notify that your Tender dated \_\_\_\_\_

for the execution of \_\_\_\_\_

for the Contract Price of K. Shs. \_\_\_\_\_

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



786/18/255

1/60

### FORM OF AGREEMENT

THIS AGREEMENT is made the \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_

BETWEEN \_\_\_\_\_ of (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 \_\_\_\_\_

\_\_\_\_\_ (herein after called "the Works") located at \_\_\_\_\_ 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 (K. Shs. \_\_\_\_\_) In words Kenya Shillings \_\_\_\_\_

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 Bill of Quantities

3. In consideration of 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 provisions of the Contract.

786/18/255

1/61

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion the Works and remedying any defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at 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 hereto affixed in the presence of \_\_\_\_\_

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

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

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

In the presence of

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

Address \_\_\_\_\_

Signature \_\_\_\_\_

(ii) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

786/18/255

1/62

### FORM OF TENDER SECURITY

WHEREAS \_\_\_\_\_ (hereinafter called "the Tenderer") has submitted his tender dated \_\_\_\_\_ for the construction of \_\_\_\_\_

KNOW ALL PEOPLE by these presents that WE \_\_\_\_\_ having our registered office at \_\_\_\_\_ (herein after called "the Bank") are bound unto \_\_\_\_\_ (hereinafter called "the Employer") in the sum of K. Shs. \_\_\_\_\_ 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 the \_\_\_\_\_ 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 Instruction to Tenderers;

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

Witness \_\_\_\_\_

Seal \_\_\_\_\_

786/18/255

1/63

**PERFORMANCE BANK GUARANTEE**

To \_\_\_\_\_

\_\_\_\_\_

Dear Sir,

WHEREAS \_\_\_\_\_ (hereinafter called “the Contractor”)

has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute

\_\_\_\_\_ (hereinafter called “the Works”)

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of (K. Shs. \_\_\_\_\_); in words Kenya Shillings \_\_\_\_\_

\_\_\_\_\_

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 \_\_\_\_\_

\_\_\_\_\_ (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 OF GUARANTOR \_\_\_\_\_

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

Address \_\_\_\_\_

Date \_\_\_\_\_

786/18/255

1/64

**BANK GUARANTEE FOR ADVANCE PAYMENT**

To \_\_\_\_\_

Gentlemen,

\_\_\_\_\_

In accordance with the provisions of the Conditions of Contract of the above mentioned Contract, We \_\_\_\_\_

\_\_\_\_\_ (hereinafter called "the Contractor") shall deposit with

\_\_\_\_\_ a bank Guarantee to guarantee his proper and

faithful performance under the said Contract in the amount of (K. Shs. \_\_\_\_\_) ; in words

Kenya Shillings \_\_\_\_\_

\_\_\_\_\_

We, \_\_\_\_\_ as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to \_\_\_\_\_ 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 Kenya Shs. \_\_\_\_\_) in words Kenya Shillings \_\_\_\_\_

\_\_\_\_\_

such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

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 \_\_\_\_\_ 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.

No drawing may be 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 be valid and in full effect from the date of the advance payment under the Contract until \_\_\_\_\_ receives full payment of the same amount from the Contract.

Yours faithfully,

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

Name of Bank or Financial Institution \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Witness \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

786/18/255

1/65

**QUALIFICATION INFORMATION**

1. Individual Tenders or Individual Members of Joint Venture

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 similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date

Project Name	Name of Client And Contact Person	Type of work Performed and year of Completion	Volume of Contract



1.7 Evidence of access to financial resources to meet the qualification requirements; cash in hand, line of credit, etc. List below and attach copies

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

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786/18/255

1/67

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.

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**2. Joint Ventures**

2.1 The information listed 1.1 to 1.10 above shall be provided for each partner of joint venture.

2.2 Attach the power of attorney of the signatory (ies) of the tender authorizing signature of the Tender on behalf of the joint venture

2.3 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:-

- a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;



- b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
- c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

786/18/255

1/68

**TENDER QUESTIONNAIRE**

Please fill in Block letters.

1. Full names of tenderer

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

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3. Telephone number(s) of tenderer

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4. Email address of tenderer

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

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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, email)

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Signature of Tenderer

Make copy and deliver to \_\_\_\_\_

786/18/255

1/69

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part I 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 the Form.

Part 1 – General

Business name \_\_\_\_\_

Location of business premises: - Country/Town \_\_\_\_\_

Plot L.R. No. \_\_\_\_\_ Street/Road \_\_\_\_\_

Postal address \_\_\_\_\_ Tel No. \_\_\_\_\_

Nature of business \_\_\_\_\_

Current Trade license \_\_\_\_\_ Expiring date \_\_\_\_\_

Maximum value of business which you can handle at any time: - K. Shs. \_\_\_\_\_

Name of your Bankers \_\_\_\_\_

Branch \_\_\_\_\_

Part 2 (a) – Sole Proprietor

Your name in full \_\_\_\_\_

Nationality \_\_\_\_\_ Country of origin \_\_\_\_\_

\*Citizenship details \_\_\_\_\_

Part 2 (b) – Partnership

	Name in full	Nationality	*Citizenship details	Shares
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

786/18/255

1/70

Part 2 (c) – Registered Company

Private \_\_\_\_\_

State the nominal and issued capital of the Company:-

Nominal K. Shs. \_\_\_\_\_

Issued K. Shs. \_\_\_\_\_

	Name in full	Nationality	*Citizenship details	Shares
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____

Part 2 (d) – Interest in the Firm

Is there any person/persons in \_\_\_\_\_ 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

786/18/255

1/71

**STATEMENT OF FOREIGN CURRENCY REQUIREMENTS**

**(See Clause 23) of the Conditions of Contract**

In the event of our Tender for the execution of \_\_\_\_\_

\_\_\_\_\_

being accepted, we would require in accordance with Clause 23 of the Conditions of Contract, which is attached hereto, the following percentage:-

\_\_\_\_\_ (In 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 requirements shall be \_\_\_\_\_ (percent) of the Contract Sum, less Fluctuations

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

786/18/255

1/72

**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 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 in the last 3 years with Contract Value

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(3) 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 in the last 3 years with Contract Value

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
(Date)

786/18/255

1/73

**LETTER OF NOTIFICATION OF AWARD**

To. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs,

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 BY ACCOUNTING OFFICER)

**ANTI-CORRUPTION DECLARATION COMMITMENT/ PLEDGE**

I/We/Messrs.....

of Street, Building, P. O Box.....

Contact/Phone/E mail.....

declare that Public Procurement is based on a free and fair competitive Tendering process which should not be open to abuse.

I/We.....

Declare that I/We will not offer or facilitate, directly or indirectly, any inducement or reward to any public officer, their relations or business associates, in connection with Tender/Tender No.....

for or in the subsequent performance of the contract if I/We am/are successful.

**Authorized**

**Signature**.....

**Name and Title of Signatory**.....



**COUNTY ASSEMBLY OF KILIFI**  
**TENDER EVALUATION CRITERIA**  
**MAIN WORKS TENDER NUMBER CAK/039/2017-2018**

**Mandatory Requirements**

This stage of evaluation shall involve examination of the mandatory requirements as set out in the advertisement or invitation to tender. The mandatory requirements shall be the following.

- a) Bidders must attach a copy of certificate of registration of the company
- b) Attach KRA Pin
- c) Attach a Valid Tax compliance certificate from KRA
- d) Attach a valid single business permit.
- e) Duly filled form of tender
- f) Duly filled confidential business questionnaire
- g) Tender security of 2% in form of a Bank Guarantee or an insurance bond from an insurance firm approved by PPRA.
- h) Should be registered with the National Construction Authority category 3 and above for building works.
- i) Must submit 2 copies of the tender documents one original and one copy
- j) Fill in the integrity declaration form
- k) Attach the original certificate of attendance of the mandatory site visit
- l) Written power of attorney authorizing the signatory of the Tender to commit the Tenderer.

**Note that tenderers who do not meet these minimum mandatory requirements above shall not be subjected to any further evaluation.**

## **STAGE 2**

### **Technical Evaluation.**

#### **Main Works/Builders Work Tender Number CAK/039/2017-2018**

The award of points shall be as summarized below.

<b>S/No.</b>	<b>Parameter</b>	<b>Maximum Points</b>
1.	General Information	10
2.	Technical Consideration	26
3.	Tools and Equipments	20
4.	Previous Works Done	25
5.	Financial Consideration	19
	<b>Total Score</b>	<b>100</b>

ITEM No.	DESCRIPTION	Max Points	Total Score
1.0	<p><b>General - 10Marks</b></p> <p>a) Site Organization Organogram,</p> <p>b) Programme of work for the entire contract duration</p> <p>c) Presentation of the Document</p>	2	
2.0	<p><b>Technical Consideration 26Marks</b></p> <p><b>Key Personnel</b></p> <p>Technical capacity. This should be in the relevant field such as Building and Civil Engineering field, Architecture, Quantity Surveying or any other related field of study.</p> <p>Attach relevant professional qualification with recent curriculum vitae for each employee backed by all necessary qualification or experience papers</p> <p><b>a) Site Engineer – 1 person 6Marks</b></p> <ul style="list-style-type: none"> <li>▪ Degree holder with minimum of 10 years experience</li> <li>▪ =Do= Diploma holders</li> <li>▪ =Do= Any other lower qualification</li> </ul> <p><b>b) Site Supervisors – 2people 8 Marks</b></p> <ul style="list-style-type: none"> <li>▪ Degree holder with minimum of ten years experience.</li> <li>▪ Diploma holder with minimum of ten years experience</li> <li>▪ Any other lower qualification with relevant experience of ten years and above</li> </ul>	6	2
		4	0

		8	
		6	
		0	
<b>ITEM No.</b>	<b>DESCRIPTION</b>	<b>Max Points</b>	<b>Total Score</b>
<b>3.0</b>	<b>c) 4 Technicians - 8Marks</b>		
	▪ Minimum Diploma Holder 5years experience	8	
	▪ Any other lower qualification with five years experience	4	
	<b>d) Other Support Staff - 4Marks</b>		
	▪ Any other support staff necessary or required for the execution of the project at least four	4	
	▪ No other support staff		
	<b>Tools and Equipments 20Marks</b>	0	
	The contractor should have a list of equipments in his possession to carry out the works to completion.		
	Proof of log books for all vehicles owned is a must. For equipments and tools, receipts should be attached or any other form of ownership should be enclosed to prove ownership.		
	For motor vehicles or equipments ready for hire, there should be hire agreements or undertakings previously done and the address of the hire firm		

	including contact persons should be attached.		
	<p>a) <b>At least 2 number trucks or tippers 3 axles minimum tonnage 18 tones</b></p> <p>b) <b>At least two trucks of 2 axles minimum tonnage 8 tones</b></p> <p>c) <b>At least 1 number concrete minimum capacity 8 cubic meters of concrete per hour.</b></p> <p>d) <b>1 number mobile lift up to five floors approximately 18 meters height</b></p> <p>e) <b>An existing carpentry workshop, or welding and or fabrication workshop</b></p> <p>f) <b>Other tools and or equipment in his possession</b></p> <ul style="list-style-type: none"> <li>▪ <b>Poker vibrators</b></li> <li>▪ <b>Pick up</b></li> <li>▪ <b>Saloon car</b></li> </ul>	4	
		3	
		2	
		2	
		3	
		1	
		1	
		1	
<b>ITEM No.</b>	<b>DESCRIPTION</b>	<b>Max. Points</b>	<b>Total Score</b>
<b>4.0</b>	<ul style="list-style-type: none"> <li>▪ <b>Scaffolding equipment</b></li> <li>▪ <b>Ladders</b></li> </ul> <p><b>Previous Works Done - 25Marks</b></p> <p><b>General - 10Marks</b></p> <p>Give a list of all building projects of a value of 100million and above done or completed within a</p>	2	
		1	

	<p>period of five years with the following information</p> <ul style="list-style-type: none"> <li>a) List of the projects</li> <li>b) Value of the projects</li> <li>c) Status of the projects</li> <li>d) Contact of at least one person from the client side who can be contacted</li> <li>e) Completion certificates or interim certificates or contract agreements of the projects as listed above</li> </ul> <p><b>Completed / Ongoing Projects 14Marks</b></p> <ul style="list-style-type: none"> <li>a) At least three building projects completed or ongoing done within the last five years of a value of 300million and above for each project with the general information as above.</li> <li>b) At least three building projects completed or ongoing done within the last five years of a value of 100 - 300 million for each project with the general information as above</li> <li>c) At least three building projects completed or ongoing done within the last five years of a value of 100 million and below for each project with the general information as above.</li> </ul> <p><b>Note that bidders must attach completion certificates for all completed projects and for ongoing projects attach either an interim certificate of payment or LSO or contact agreement</b></p>	<p>2</p> <p>2</p> <p>2</p> <p>2</p> <p>3</p> <p>14</p> <p>10</p> <p>8</p>	
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ITEM No.	DESCRIPTION	Max. Points	Total Score
5.0	<b>Financial Consideration (19 Marks)</b>		

	<p><b>Audited accounts for the last three years</b></p> <p>a) Annual turnover greater or equal to 3 times the cost of the project.</p> <p>b) Annual turnover greater or equal to 2 times the cost of the project</p> <p>c) Annual turnover greater or equal to the cost of the project</p> <p>d) Annual turnover less than the cost of the project</p> <p>e) No audited accounts attached/enclosed</p> <p><b>Evidence of financial resources ( cash in hand, lines of credit, overdraft facility etc )</b></p> <p>a) Has financial resources equal or above the cost of the project</p> <p>b) Has financial resources below the cost of the project</p> <p>c) Has not indicated sources of financial resources</p> <p><b>Name, Address and Telephone number of Bank/Banks minimum 1 bank</b></p> <p>a) Provided</p> <p>b) Not provided</p> <p><b>Litigation History</b></p> <p>a) Filled</p> <p>b) Not Filled</p> <p><b>Any bidder who scores 70 points and above shall be considered for further evaluation.</b></p>	<p>8</p> <p>6</p> <p>4</p> <p>0</p> <p>0</p> <p>6</p> <p>4</p> <p>0</p> <p>3</p> <p>0</p> <p>2</p> <p>0</p>	
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