



**MUMIAS EAST NATIONAL GOVERNMENT
CONSTITUENCY DEVELOPMENT**

**PROPOSED CONSTRUCTION OF TWIN
LABORATORIES AT MUSANGO SECONDARY
SCHOOL**

**REQUEST FOR QUOTATIONS FOR SMALL CONTRACTS
(BUILDING WORKS)**

QUOTATION NO: ME-NGCDF/RFQ/TWN-LAB/01/2022-2023

P.O Box 142 – 50106

Shianda, Kenya

cdfmumiaseast@ngcdf.go.ke

www.ngcdf.go.ke

TENDER DATE:

08/09/2023

TENDER CLOSING DATE:

22/09/2023

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MUMIAS EAST NATIONAL GOVERNMENT CONSTITUENCY DEVELOPMENT FUND

REQUEST FOR QUOTATIONS (RFQ) FOR SMALL CONTRACTS (BUILDING WORKS)

To: _____

**From: Mumias East National Government Constituency Development Fund,
P.O Box 142 – 50106 Shianda, Kenya,
Proposed Construction of Twin Laboratories at Musango Secondary School
RFQ No.: ME-NGCDF/RFQ/TWN-LAB/01/2022-2023**

The **Mumias East National Government Constituency Development Fund, P.O Box 142 – 50106 Shianda, Kenya** invites you to submit quotations for Proposed Construction of Twin Laboratories at Musango Secondary School indicated in detail in “Table A. Schedule of Requirements and Specifications and attached BQs”.

1. The quotation shall follow the instructions and documents in this RFQ document and shall be in English Language. Bidders may obtain further information during office hours 0800 to 1700 hours at the address given below.

Address for Submission of Quotations.

a) Mailing Address: N/A

b) Physical address **Mumias East NGCDF Office, Tender Box, Mumias East NGCDF Office Compound located along Malaha Road – Off Shianda Market road, at the Reception Desk**

2. Quotations shall be submitted in accordance with the instructions in **Part 1: Quotation Procedures** and in a sealed envelope clearly indicating name and address of the Bidder, the quotation name and title and must reach the **Fund Account Manager** at the address indicated below not later than **22/09/2023 at 10.00am. Electronic RFQs will NOT be permitted.** Quotations can be delivered by courier or hand delivery at the **Mumias East NGCDF Tender Box Mumias East, Sub- County** at the Bidder's option. Late quotations shall be rejected.
3. Enquiries regarding this quotation may be addressed to **Fund Account Manager, Mumias East National Government Constituency Development Fund, P.O. Box 142 – 50106 Shianda.**
4. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.
5. Please inform by email or express mail the undersigned within **3 days** of receipt of this RFQ if you will not be submitting a quotation.

Yours sincerely,

.....
**Fund Account Manager-
Mumias East National Government Constituency Development Fund**



PART 1: INSTRUCTIONS TO BIDDERS

1. **Bidders are advised to read carefully** these instructions and the Conditions of Contract in **Part 3**: Contract, before preparing the quotation. The standard forms in this RFQ may be photocopied for completion but the Bidder is responsible for their accurate reproduction. The term Bidder shall mean the firm or person invited to submit a quotation. The term Quotation herein shall mean the quotation submitted as usually understood in public procurement.
2. **A complete set of quotation documents may be obtained by interested Bidders at the NGCDF Website : www.ngcdf.go.ke**
3. **Validity of Quotations:** The quotation will be held valid for **150 days** from the date of submission.
4. **The Quotation shall consist of** completed Tables A, B and C and the Form of Quotation all indicated in Part 2 of this Request for Quotations, and documents to evidence Eligibility and Conformity to Technical Specifications.
5. **Sealing and Marking of Quotations:** Quotations in one “one original” should be sealed in a single envelope, clearly marked with the **Quotation Reference Number** in the RFQ, the Bidder's name and the name of the Procuring Entity. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.
6. **Submission of Quotations:** Quotations, and any alternatives if allowed as per Item 11 below, should be submitted to the address below, on or before the date and time indicated in sub-item 4 below. Late quotations will be rejected.

Address for Submission of Quotations.

Mailing Address: Postal Address (include name of Officer to be attention):

Fund Account Manager Mumias East NGCDF,

Physical address for hand or Courier Delivery to an office or Quotation Box (City, Street Name, Building, Floor Number and Room)

Fund Account Manager's Office Tender Box Mumias East NGCDF Office

Date of Submission (deadline): **22/09/2023**

Time of Submission (deadline): **10.00am** (*Kenya time*).

Electronic Bids will NOT be permitted.

7. **Opening of Quotations:** Quotations will be opened publicly immediately after the closing date and time specified in item 5 (4) above, by at least three appointed officials of the Procuring Entity in the presence of the Bidders' designated representatives who choose to attend at the **Mumias East NGCDF Office, Board room.**
8. **Bidder Eligibility:** Bidder must submit Documentary evidence to show his/her eligibility to be awarded a contract to cover each of the following:
 - (i) **See Contractors' requirements attached**The Bidder shall also complete attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.
9. **Invitation not transferable:** This invitation is not transferable to other firms or individuals not so invited.



10. **Goods Eligibility:** Bidder must submit as evidence documents to show the country of origin of any goods to be supplied or incorporated in the work or services
11. **Technical Specifications:** Documentary evidence to show that the goods meet the technical specifications.
12. **Alternative Quotations:** Bidders **are not permitted** to submit alternative quotations for alternative technical solutions for specified parts of the Works. Only the alternatives, if any, of the Bidder with the winning quotation conforming to the basic technical requirements shall be considered by the Procuring Entity.
13. **Currency:** Quotations shall be priced in Kenya Shillings. Quotations in other currencies will be rejected.
14. **Evaluation of Quotations:** The evaluation of quotations will be conducted using the procedure **set out in the Evaluation and Qualification Criteria attached and as shown below:**
 - i) Preliminary examination to determine Bidder eligibility:
 - (i) **See Contractors' Requirements attached for each Category applied**
 - ii) Technical examination to determine compliance with technical specifications as per **Contractors' Requirements attached for each Category applied**. Quotations failing this stage will be rejected and not be considered in next stage.
 - iii) Financial examination to determine Bidder's Evidence of Financial Resources (Cash in hand, lines of credit, overdraft etc).
15. **The bidder with most responsive quotation will be awarded.**
16. **Award of contract:** Award of contract shall be by placement of a Letter of Acceptance in accordance with **Part 3: Contract**. Unsuccessful Bidders who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation
17. **Right to Reject:** The Procuring Entity reserves the right to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.



EVALUATION AND QUALIFICATION CRITERIA

Local Contractors Minimum Requirements

Preamble

The contractors may bid in any of the following three categories:

1. MANDATORY REQUIREMENTS

ITEM	MANDATORY REQUIREMENT (MR) – MAIN CONTRACTOR
MR1	Certificate of Incorporation / Registration from the Registrar of Companies / Businesses;
MR2	A copy of company's list of directors, beneficial owners, name if proprietor or names of partners (copy of CR 12) for the bidder not more than one year old
MR3	Current Category of Registration with National Construction Authority (NCA) in the relevant trade; NCA 7 and above
MR4	Contractor's Annual Practicing License from NCA for the current year
MR5	Valid Tax Compliance Certificates;
MR6	Dully filled Declaration and commitment to the Code of Ethics Form
MR7	Current Business Permit Copy
MR8	Business Physical location (City, Town, village and like)
MR9	Form of Quotation Fully Filled & Signed

2. FINANCIAL

- i. **Audited Financial Reports for the last three (3) years (2022, 2021 & 2020)/certified payments received for contracts in progress and/or completed within the last three (3) years**
- ii. **Evidence of Financial Resources**

3. TECHNICAL

- i. **Evidence of Personnel Academic & Professional Qualifications**
Contractor's Representative and Key Personnel
- ii. **Evidence of completed projects of similar nature, complexity or magnitude**
[Projects will only be considered if accompanied with documentary support; for on-going projects, and completed projects such as: - (Practical Completion Certificate, Certificate of Taking Over and Final Acceptance Certificate etc.)
- iii. **Proof / Evidence of Ownership/Lease/Hire for all the relevant equipment and Transport**
(Marks will be awarded for plant and equipment with attached proof of ownership, which includes; registration documents (logbooks), certificate of importation and certificate of sale where appropriate.) or demonstration of access through lease or hire
- iv. At least **Three (3) number** of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor.



v. **Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Bidder, in the **last 5 years**. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or on going under its execution over the years specified. A consistent history of awards against the Bidder or any member of a **Joint Venture** may result in rejection of the Bid.



TECHNICAL EVALUATION FOR CRITERIA

The award of points for evidence provided or the standard forms considered in this section shall be as shown below;

PARAMETER		MAXIMUM POINTS
i	Bid Quotation Forms -----	5
ii	Key personnel -----	20
iii	Contract Completed in the last Five (5) years -----	20
iv	Schedules of on-going projects -----	8
v	Schedules of contractor's equipment -----	20
vi	Audited Financial Report for the last 3 years -----	10
vii	Evidence of Financial Resources -----	15
viii	Litigation History -----	2
TOTAL		100

Detailed Scoring Plan

Item	Description	Point Scored	Max. Point
i	Bidding Quotation Forms <ul style="list-style-type: none"> • Completely filled ----- 5 • Not fully filled ----- 0 		5
ii	Key Personnel (Attach evidence)		20
	Director of the firm <ul style="list-style-type: none"> • Holder of degree in relevant Engineering field ----- 4 • Holder of diploma in relevant Engineering field ----- 3 • Holder of certificate in relevant Engineering field----- 3 • Holder of Grade I - III test certificate in relevant Engineering field --- 2 • No relevant certificate ----- 1 	4	
	At least 1No. degree/diploma holder of key personnel in relevant field <ul style="list-style-type: none"> • With over 5 years relevant experience ----- 4 • With over 3 years relevant experience----- 3 • With under 1 year's relevant experience ----- 2 	4	
	At least 1No. Grade III certificate holder of key personnel in relevant field <ul style="list-style-type: none"> • With over 5 years relevant experience----- 6 • With over 3 years relevant experience ----- 4 • With under 1 year's relevant experience -----2 	6	
	At least 2No artisan (trade test certificate in relevant field) <ul style="list-style-type: none"> • Artisan with over 5 years relevant experience ----- 6 • Artisan with under 3 years relevant experience ----- 4 • Non skilled worker with over 5 years relevant experience ---- 2 	6	
iii	Contract completed in the last five (5) years (Max of 3No. Projects)- <u>Provide Evidence</u> <ul style="list-style-type: none"> • Project of similar nature, complexity or magnitude ----- 20 • Project of similar nature but of lower value than the one in consideration - 10 • No completed project of similar nature -----0 		20
iv	On-going projects – <u>Provide Evidence</u> <ul style="list-style-type: none"> • 3No Project of similar nature, complexity and magnitude -- 8 • 2No and below Projects of similar, nature complexity and magnitude ----- 5 • 1No on-going Project of similar nature, complexity and magnitude ----- 3 		8
v	Schedule of contractor's equipment and transport (proof or evidence of ownership/Lease)		20
	a) Relevant Transport <ul style="list-style-type: none"> • Means of transport (Vehicle) ----- 10 • No means of transport ----- 0 	10	



TECHNICAL EVALUATION FOR CRITERIA

	b) Relevant Equipment <ul style="list-style-type: none"> • Has relevant equipment for work being tendered ----- 10 • No relevant equipment for work being tendered ----- 0 		10
vi	Financial report		10
	a) Audited financial report (last three (3) years, 2020, 2019 &2018) <ul style="list-style-type: none"> • Average Annual Turn-over equal to or greater than the cost of the project ----- 10 • Average Annual Turn-over above 50% but below 100% of the cost of the project ----- 6 • Average Annual Turn-over below 50% of the cost of the project – 3 		
	b) Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc.) <ul style="list-style-type: none"> • Has financial resources to finance the projected monthly cash flow* for three months -----15 • Has financial resources equal to the projected monthly cash flow*--10 • Has financial resources less the projected monthly cash flow*--5 • Has not indicated sources of financial resources ----- 0 		15
vii	Litigation History		2
	<ul style="list-style-type: none"> • Duly Filled ----- 2 • Not filled ----- 0 		
TOTAL			100

QUOTATION AND QUALIFICATION DOCUMENTS

Instructions to Bidder. Bidder must complete and submit as part of the Form of quotation.

- (i) FORM OF QUOTATION
- (ii) SCHEDULE OF REQUIREMENTS TABLE (See BQs Attached)
- (iii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION
- (iv) SELF-DECLARATION FORM

FORM OF QUOTATION [To be completed by Bidder]

Quotation Addressed to (<i>Procuring Entity</i>)	
Date of Quotation	
Quotation Reference Number:	
Subject of Quotation	

1. We have examined and have no reservations to the Request for Quotation document, and understand its full content and intent.
2. In compliance with your request for quotations dated _____, referenced above, we offer to **Proposed Construction of twin laboratories at Musango secondary school** to cover and conform to our pricing listed in the attached in Table B. Quotation Submission TABLE at a total price _____ of _____ Kenya Shillings

 (in words) We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: INSTRUCTIONS TO BIDDERS.
3. We also confirm that the **Proposed construction of twin laboratories at Musango secondary school** conform to the **BQs attached** and in conformity with technical specifications listed in PART 2: SCHEDULE OF REQUIREMENTS of this RFQ Document.
4. We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from *(specify website)* during the procurement process and the execution of any resulting contract.
5. We confirm that the prices quoted are **fixed and firm** for the duration of the validity period and performance of the contract and will not be subject to revision or variation.



6. The validity period of our quotation is: days from the time and date of the submission deadline *(number to be same as in the instructions to Bidders)*.
7. We confirm we are not submitting any other Quotation as an individual or firm, and we are not participating in any other Quotation as a Joint Venture member or as a subcontractor.
8. We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
9. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
10. We hereby certify and confirm that the Quotation is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Quotation Determination” attached below.
11. We, the Bidder, have completed fully and signed the **FORM FOR DISCLOSURE OF INTEREST**- interest of the firm in the Procuring Entity, attached below.

The Delivery/Completion period offered is: days from date of acceptance of Quotation.
The warranty period offered is weeks.

Quotation Authorized by:

Name and designation: _____

_Signature:



i) SCHEDULE OF REQUIREMENTS TABLE (see also BQs ATTACHED)

(Procuring Entity will complete the list of items to be same as those on Part 2 Table A. Schedule of Requirements and Technical Specifications and Bidder should complete columns D and E).

Item	Description of Goods/works/services (Procuring Entity to select one)	Quantity	Unit price	
1	PROPOSED CONSTRUCTION OF TWIN LABORATORIES AT MUSANGO SECONDARY SCHOOL	1		
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
ETC.				
TOTAL PRICE IN KSH.				

Signature: _____

And seal/Stamp

Name: _____

Position:

Authorized for and on behalf of (specify name of tenderer) _____

Date _____

ii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying Letter of quotation to the [Name of Procuring Entity] for: **Proposed Construction of twin laboratories at Musango secondary School** Tender No: **ME-NGCDF/RFQ//TWN-LAB/01/2022-2023** in response to the request for Bids made by: _____

.....[Name of Bidder] do hereby make the following statements that I certify to be true and complete in every respect:

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

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

Name

Title

Date

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



iii) SELF-DECLARATION FORM

We, the Bidder _____ (*insert name*) submitting our Quotation in respect of Quotation No _____ for _____ (*insert quotation Title Description*) for _____ (*insert Name of Procuring Entity*)

DECLARE AS FOLLOWS:

That, We the Bidder including any entity or individual that directly or indirectly controls, is controlled by or is under common control with us, and any subcontractors, suppliers, project managers, consultants, manufacturers, service providers, agents, individuals, or any other party involved or to be involved for any part of the processes of procurement and contract execution related to the above quotation:

- a) have not engaged/will not engage in any corrupt or fraudulent practices in the processes of procurement and contract execution related to the above quotation as defined and/or described in the following:
 - i) the RFQ for the above Quotation;
 - ii) Kenya's Public Procurement and Asset Disposal Act, 2015) and its attendant Regulations;
 - iii) Kenya's Anti-Corruption and Economic Crimes Act, 2013; and
 - iv) any such other Acts or Regulations of Government of Kenya;
- b) have not offered/will not offer any inducement to any member of the board, management, staff and/or employees and/or agents of _____ (*name of the procuring entity*);
- c) have not engaged/will not engage in any collusive or corrosive practice with other BIDDERS participating in the subject quotation;
- d) have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya. That, what is deponed to herein above is true to the best of our knowledge, information and belief.

Name of the Bidder:[*insert complete name of Bidder signing the quotation*]

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

Title of the person signing the Quotation:[*insert complete title of the person signing the quotation*]

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



Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____

Date: _____

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
Litigation History in accordance with contractor's requirements for Company's			
<input type="checkbox"/> No Litigation History in accordance with contractor's requirements for Company's			
<input type="checkbox"/> Litigation History in accordance with contractor's requirements for Company's as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)



Non-Performed Contracts in accordance with contractor's requirements for Company's			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January 2017 specified in contractor's requirements for Company's			
<input type="checkbox"/> Contract(s) not performed since 1 st January <i>[insert year]</i> specified in contractor's requirements for Company's			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Reason(s) for nonperformance: <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>
Pending Litigation, in accordance with Company's contractor's requirements			
<input type="checkbox"/> No pending litigation in accordance with contractor's requirements for Company's,			
<input type="checkbox"/> Pending litigation in accordance with contractor's requirements for Company's as indicated below.			



<i>[insert year]</i>	<i>[insert percentage]</i>	<p>Contract Identification: [indicate complete contract name, number, and any other identification]</p> <p>Name of Procuring Entity: <i>[insert full name]</i></p> <p>Address of Procuring Entity: <i>[insert street/city/country]</i></p> <p>Matter in dispute: <i>[indicate main issues in dispute]</i></p> <p>Party who initiated the dispute: <i>[indicate “Procuring Entity” or “Contractor”]</i></p> <p>Reason(s) for Litigation and award decision</p> <p><i>[indicate main reason(s)]</i></p>	<i>[insert amount]</i>
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TECHNICAL SPECIFICATIONS FOR WORKS/SERVICES

- a) A preliminary description of the proposed works/services and work method and schedule, including drawings and charts, as necessary, containing all required information by which the proposed works may be evaluated (e.g. technical characteristics, operational capacities, maintenance, environmental effect, etc.) together with manuals or instructions for use or any other relevant information and documentation, delivery/installation schedules, etc.;

Specification

Specifications applicable are those by the Ministry of Public Works General Specifications dated March 1976 (together with any amendments issued thereof). The Contractor should obtain a copy from the Ministry of Public Works. No liability will be admitted nor claim allowed in respect of errors in Contractor's tender arising from the lack of knowledge on the said specification.

Goods, materials and workmanship meeting other authoritative standards and which promise to ensure equal or higher quality than the standards specified, will also be acceptable

- b) A detailed statement of how the Bidder will carry out the works/services that will form an integral part of the Contract.

c) **DRAWINGS**

(Procuring Entity to attach Drawings (if any))



CONTRACT AGREEMENT

(1) THIS CONTRACT AGREEMENT is made _____ (specify date).
of Business at _____ [Insert address of Procuring Entity] and
_____ [Insert name of contractor], and having its principal place of
business at _____ [insert address of contractor].
Between _____ [Insert complete name of Procuring Entity], and having its principal place

(2) WHEREAS the Procuring Entity invited quotations for the Supply of Goods/works/services (select one) described in Table B, i.e. _____ [insert brief description of works] and has accepted a Quotation by the Bidder in the sum of [insert Contract Price in words and figures] (hereinafter called “the Contract Price”).

(3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. This Contract Agreement includes the following documents:
 - a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS.
 - b) Table B. QUOTATION SUBMISSION TABLE (see BQs Attached).
 - c) FORM OF QUOTATION.
 - d) Conditions of Contract.
2. In consideration of the payments to be made by the Procuring Entity to the Supplier/contractor/service provider as hereinafter mentioned, the Supplier/contractor/service provider hereby covenants with the Procuring Entity to provide the Goods/works/services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
3. The Procuring Entity hereby covenants to pay the Supplier/Contractor/service provider (select one) in consideration of the provision of the Goods/works/services (select one) and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

(4) In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya.

For and on behalf of the Procuring Entity

Signed:[insert signature] in the capacity
of.....[insert title or other appropriate designation] in the
presence of..... [insert identification of official witness]



For and on behalf of the Contractor (select one)

Signed:[insert signature of authorized representative(s) of the Supplier] in the capacity of..... [insert title or other appropriate designation]

in the presence of..... [insert identification of official witness]

GENERAL CONDITIONS OF CONTRACT

These General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract (SCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

General Conditions of Contract A. General 1. Definitions

1.1 Bold face type is used to identify defined terms.

- a) **The Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- b) **The Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- c) **The Adjudicator** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- e) **Compensation Events** are those defined in GCC Clause 42 hereunder.
- f) **The Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- g) **The Contract** is the Contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- h) **The Contractor** is the party whose Bid to carry out the Works has been accepted by the Procuring Entity.
- i) **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Procuring Entity.
- j) **The Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- k) **Days** are calendar days; months are calendar months.
- l) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- m) **A Defect** is any part of the Works not completed in accordance with the Contract.
- n) **The Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.



- o) **The Defects Liability Period** is the period **named in the SCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
- p) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- q) **The Procuring Entity** is the party who employs the Contractor to carry out the Works, **as specified in the SCC**, who is also the Procuring Entity.
- r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- s) **“In writing” or “written”** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- t) The Initial Contract Price is the Contract Price listed in the Procuring Entity's Letter of Acceptance.
- u) **The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- v) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- w) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- x) **The Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Procuring Entity 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.
- y) **SCC** means Special Conditions of Contract.
- z) **The Site** is the area of the works as **defined as such in the SCC**.
- aa) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- bb) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- cc) **The Start Date** is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- dd) **A Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- ee) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- ff) **A Variation** is an instruction given by the Project Manager which varies the Works.
- gg) **The Works** are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, **as defined in the SCC**.

2. Interpretation

- 2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 2.2 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).



- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- a) Agreement,
 - b) Letter of Acceptance,
 - c) Contractor's Bid,
 - d) Special Conditions of Contract,
 - e) General Conditions of Contract, including Appendices,
 - f) Specifications,
 - g) Drawings,
 - h) Bill of Quantities⁶, and
 - i) any other document **listed in the SCC** as forming part of the Contract.

⁶*In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."*

3. Language and Law

3.1 The language of the Contract is English Language and the law governing the Contract are the Laws of Kenya.

3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Procuring Entity's Country when

- a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

4. Project Manager's Decisions

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

5. Delegation

5.1 Otherwise **specified in the SCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.



7. Subcontracting

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

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the Schedule of Other Contractors, as **referred to in the SCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Procuring Entity may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

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

9.3 If the Procuring Entity, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

10. Procuring Entity's and Contractor's Risks

10.1 The Procuring Entity carries the risks which this Contract states are Procuring Entity's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Procuring Entity's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Procuring Entity'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 Procuring Entity 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 Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Procuring Entity's risk except loss or damage due to

- aa) a Defect which existed on the Completion Date,
- bb) an event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or
- cc) the activities of the Contractor on the Site after the Completion Date.



12. Contractor's Risks

12.1 From the Starting Date until the Defects Liability 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 Procuring Entity's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

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

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

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

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the SCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date

16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works 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.

17. Approval by the Project Manager

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.



- 17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.
- 17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.
- 17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. Safety

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

19. Discoveries

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

20. Possession of the Site

- 20.1 The Procuring Entity 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 SCC**, the Procuring Entity shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

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

22. Instructions, Inspections and Audits

- 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.
- 22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and subconsultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.
- 22.3 The Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Procuring Entity and/or persons appointed by the Public Procurement Regulatory Authority to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Public Procurement Regulatory Authority. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Public Procurement Regulatory Authority's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Public Procurement Regulatory Authority's prevailing sanctions procedures).

23. Appointment of the Adjudicator

- 23.1 The Adjudicator shall be appointed jointly by the Procuring Entity and the Contractor, at the time of the Procuring Entity's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor, within 30 days, the Adjudicator shall

be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

24. Settlement of Claims and Disputes

24.1 Contractor's Claims

- 24.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 24.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clause shall apply.
- 24.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 24.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record- keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.
- 24.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:
- a) this fully detailed claim shall be considered as interim;
 - b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
 - c) the Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.



- 24.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.
- 24.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause
- 24.1.8 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.
- 24.1.9 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.
- 24.1.10 If the Project Manager does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 24.4 [Arbitration].
- 24.1.11 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 24.3.

24.2 Amicable Settlement

- 24.1.1 Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 24.1 above should move to commence arbitration after the fifty-sixth day from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

24.3 Matters that may be referred to arbitration

- 24.3.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:
- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
 - b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
 - c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
 - e) Any dispute arising in respect of war risks or war damage.



- f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

24.4 Arbitration

- 24.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 24.3 shall be finally settled by arbitration.
- 24.4.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 24.4.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 24.4.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 24.4.5 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 24.4.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 24.4.7 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.
- 24.4.8 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the Works.
- 24.4.9 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

24.5 Arbitration with National Contractors

- 24.5.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions; i) Architectural Association of Kenya ii) Institute of Quantity Surveyors of Kenya iii) Association of Consulting Engineers of Kenya iv) Chartered Institute of Arbitrators (Kenya Branch) v) Institution of Engineers of Kenya
- 24.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

24.6 Alternative Arbitration Proceedings

24.6.1 Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

24.7 Failure to Comply with Arbitrator's Decision

24.7.1 The award of such Arbitrator shall be final and binding upon the parties.

24.7.2 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

24.8 Contract operations to continue

24.8.1 Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Entity shall pay the Contractor any monies due the Contractor.

25. Fraud and Corruption

25.1 The Government requires compliance with the country's Anti-Corruption laws and its prevailing sanctions policies and procedures as set forth in the Constitution of Kenya and its Statutes.

25.2 The Procuring Entity requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. Time Control 26. Program

26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, 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. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

26.2 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.

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC 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. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

26.4 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.

27. Extension of the Intended Completion Date

27.1 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.

27.2 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 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 by this failure shall not be considered in assessing the new Intended Completion Date.

28. Acceleration

28.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

28.2 If the Contractor's priced proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

29. Delays Ordered by the Project Manager

29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

30. Management Meetings

30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. 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.

31. Early Warning

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

31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for 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 instruction of the Project Manager.

C. Quality Control 32. Identifying Defects

32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking 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.

33. Tests

33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

34. Correction of Defects

- 34.1 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 SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

35. Uncorrected Defects

- 35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control 36. Contract Price⁷

- 36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

37. Changes in the Contract Price⁸

- 37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Entity.
- 37.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

38. Variations

- 38.1 All Variations shall be included in updated Programs⁹ produced by the Contractor.
- 38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 38.3 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.
- 38.4 If the Project Manager decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

⁷In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:

36.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

⁸In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:

The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.



⁹In lump sum contracts, add “and Activity Schedules” after “Programs.” ¹⁰In lump sum contracts, delete this paragraph.

38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning

38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill 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 Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work

38.7 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- a) the proposed change(s), and a description of the difference to the existing contract requirements;
- b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
- c) a description of any effect(s) of the change on performance/functionality.

38.8 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

- a) accelerate the contract completion period; or
- b) reduce the Contract Price or the life cycle costs to the Procuring Entity; or
- c) improve the quality, efficiency, safety or sustainability of the Facilities; or
- d) yield any other benefits to the Procuring Entity, without compromising the functionality of the Works.

38.9 If the value engineering proposal is approved by the Procuring Entity and results in:

- a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the SCC** of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in

(a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

39. Cash Flow Forecasts

39.1 When the Program¹¹, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

40. Payment Certificates

40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

- 40.3 The value of work executed shall be determined by the Project Manager.
- 40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed¹².
- 40.5 The value of work executed shall include the valuation of Variations and Compensation Events.
- 40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- 40.7 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

41. Payments

- 41.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or 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.
- 41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

42. Compensation Events

- 42.1 The following shall be Compensation Events:
- d) The Procuring Entity does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
 - e) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
 - f) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
 - g) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
 - h) The Project Manager unreasonably does not approve a subcontract to be let.
 - i) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
 - j) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.



- k) Other contractors, public authorities, utilities, or the Procuring Entity does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
 - l) The advance payment is delayed.
 - m) The effects on the Contractor of any of the Procuring Entity's Risks.
 - n) The Project Manager unreasonably delays issuing a Certificate of Completion.
- 42.2 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.
- 42.3 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 shall assume that the Contractor shall react competently and promptly to the event.

¹¹In lump sum contracts, add "or Activity Schedule" after "Program."

¹²In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

42.4 The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

43. Tax

43.1 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 bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

44. Currency of Payment

44.1 All payments under the contract shall be made in Kenya Shillings

45. Price Adjustment

45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies:

$$P = A + B I_m/I_o$$

where:
the portion of the Contract Price payable.

P is the adjustment factor for

13 representing the non-adjustable and adjustable portions,
A and B are coefficients **specified in the SCC**,

respectively, of the Contract Price payable and Im is the index prevailing at the end of the month being invoiced and IOC is the index prevailing 30 days before Bid opening for inputs payable.

- 45.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

46. Retention

46.1 The Procuring Entity shall retain from each payment due to the Contractor the proportion stated in the **SCC** until Completion of the whole of the Works.

46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

47. Liquidated Damages

47.1 The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the **SCC**. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

48. Bonus

48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

49. Advance Payment

49.1 The Procuring Entity shall make advance payment to the Contractor of the amounts stated in the **SCC** by the date stated in the **SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

49.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.



50. Securities

50.1 The Performance Security shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 day from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

51. Dayworks

51.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

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

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

52. Cost of Repairs

52.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract 53. Completion

53.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

54. Taking Over

54.1 The Procuring Entity shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

55. Final Account

55.1 The Contractor shall supply the Project Manager with a detailed account of the total amount that the

Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

¹³The sum of the two coefficients A and B should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the

same in the formulae for all currencies, since coefficient A, for the non-adjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other non-adjustable components. The sum of the adjustments for each currency are added to the Contract Price.

56. Operating and Maintenance Manuals

56.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.

56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the

Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

57. Termination

57.1 The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

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

- a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
- b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- c) the Procuring Entity or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- d) a payment certified by the Project Manager is not paid by the Procuring Entity to the Contractor within 84 days of the date of the Project Manager's certificate;
- e) the Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- f) the Contractor does not maintain a Security, which is required;
- g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or
- h) if the Contractor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

57.3 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.

57.4 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.

57.5 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 GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

58. Payment upon Termination

58.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

58.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.



59. Property

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor's default.

60. Release from Performance

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity 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 and for any work carried out afterwards to which a commitment was made.

SPECIAL CONDITIONS OF CONTRACT

A. General	
GCC 1.1 (e)	The Procuring Entity is: Mumias East National Government Constituency Development Fund, P.O Box 142 – 50106, Shianda
GCC 1.1	The Intended Completion date for the whole of the works shall be; 3 Months from the date of contract signing
GCC 1.1 (s)	The Project Manager is: SUB-COUNTY WORKS OFFICER DEPARTMENT OF PUBLIC WORKS P.O BOX 14, KAKAMEGA <u>MUMIAS EAST SUB COUNTY</u>
GCC 1.1 (aa)	The site is located at Musango Secondary School
GCC 1.1 (dd)	The Start date shall be agreed with the Project Manager but not later than 7 days after signing of the contract/handing over of site- whichever comes first.
GCC 1.1 (hh)	The Works consist of: Proposed Construction of Twin Laboratories at Musango Secondary School
	Sectional Completions are Not Applicable
	The Project Manager may delegate any of his duties and responsibilities
	Schedule of Contractors: Not Applicable
GCC 9.1	Key Personnel GCC 9.1 is replaced with the following: 9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. [insert the name/s of each Key Personnel agreed by the Procuring Entity prior to Contract signature.]

GCC 13.1	The minimum insurance amounts and deductibles shall be: Contractor's all risk Policy (a) for loss or damage to the Works, Plant and Materials: (b) For loss or damage to Equipment: (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: Contractor's all risk Policy (d) for personal injury or death: of the Contractor's employees: Contractor's all risk Policy of other people: Contractor's all risk Policy
GCC 14.1	Site Data are: Not Applicable
GCC 16	Completion Time: 8 weeks
GCC 20.1	The Site Possession Date(s) shall be: To be agreed with Project Manager
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: Chartered Institute of Arbitrators (CIARB) Kenyan Chapter, AAK, or IQSK
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: As per the standard fees of the proposed bodies above of the Appointing Authority.

I B. Time Control

GCC 26.1	The Contractor shall submit for approval a Program for the Works within Fourteen (14) days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is Thirty (30) days. The amount to be withheld for late submission of an updated Program is Not Applicable.

I C. Quality Control

GCC 34.1	The Defects Liability Period is: 180 days.
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I D. Cost Control

GCC 38.7	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be; Not Applicable
GCC 44.1	The currency of the Procuring Entity's Country is: Kenya Shillings
GCC 45.1	The Contract is not subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients does not apply. The coefficients for adjustment of prices are: (a) 0% percent nonadjustable element (coefficient A). (b) 0% percent adjustable element (coefficient B). (c) The Index I for shall be: Not Applicable.
GCC 46.1	The proportion of payments retained is: 10%
GCC 47.1	The liquidated damages for the whole of the Works are 0.05% per day. The maximum amount of liquidated damages for the whole of the Works is 5% of the final Contract Price.



GCC 49.1	The Advance Payments shall be: Not Applicable and shall be paid to the Contractor no later than Not Applicable .
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I E. Finishing the Contract

GCC 56.1	The date by which operating and maintenance manuals are required is: On practical completion date The date by which "as built" drawings are required is: On practical completion date
GCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is: The Retention money.
GCC 57.2 (g)	The maximum number of days is: Sixty (60) Days.
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is Five (5) %

BILL OF QUANTITIES



REPUBLIC OF KENYA



COUNTY GOVERNMENT OF KAKAMEGA

**MINISTRY OF ROADS, INFRASTRUCTURE AND PUBLIC WORKS &
ENERGY**

BILLS OF QUANTITIES FOR PROPOSED CONSTRUCTION

OF TWIN LABORATORY

IN

MUMIAS EAST CONSTITUENCY.

TENDER DOCUMENTS

TENDER NO:.....

ISSUED BY:
SUB-COUNTY WORKS OFFICE
DEPARTMENT OF PUBLIC WORKS
BOX 412
MUMIAS.

APRIL 2023

BILL NO. 1
MEASURED WORK

ELEMENT NO.1 -SUBSTRUCTURE

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS	CTS
	<u>Excavations</u>					
A	Excavate top soil vegetable soil average 150mm deep and cart away	SM	334			
B	Excavate for strip foundation starting from stripped level	CM	94			
C	Ditto for 200 x 250mm piers	CM	3			
D	Return fill and ram excavated materials around foundations	CM	40			
E	Load and cart away surplus excavated materials from site	CM	54			
F	300mm thick hardcore filling compacted in 100mm layers	SM	317			
G	50mm thick murrum blinding to top of the hardcore (m.s)	SM	317			
H	Treat surface of hardcore with anti – termite	SM	317			
	<u>Plain concrete (1:4:8) as described in:</u>					
J	50mm blinding under foundation strips	SM	80			
K	Ditto under piers	SM	3			
	Carried to collection					

LAB 01

ITEM	DESCRIPTION	UNIT	QTY	RATE	KHS	CTS
	<u>Vibrated reinforced concrete mix 1:2:4 as described in :</u>					
A	100mm thick floor slab	SM	304			
B	BRC Mesh Ref No. A 98	SM	304			
B	<u>Sawn formwork to :</u>					
C	Edges of surface 150 – 225mm high	LM	115			
D	500mm gauge polythene sheet as damp proof membrane or equal approved material	LM	304			
	<u>Foundation Walling</u>					
E	200mm thick concrete block walling reinforced with and including 20 swg x 19mm wide hoop iron at every Alternative course jointed and bedded in cement sand mortar (1:4)	SM	121			
D	Extra over ditto for 200 x 200mm piers	LM	26			
E	15mm thick two coats cement sand (1:4) render to plinth walls	SM	26			
	Carried to collection.....					

LAB 02

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS	CTS
	<u>Reinforcement</u> Cold rolled high tensile square Twisted bars to B.S 4460 including cutting to size, bending, binding wire and spacer blocks.					
A	10mm bars	KGS	217			
B	12mm ditto	KGS	400			
	Carried to collection					

LAB 03

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS	CTS
A	Prepare and apply 3 coats of black bituminous paint on rendered plinth walls	SM	26			
B	600 X 600 X 50mm paving slabs cast in situ complete including removing top vegetable soil, putting murrum base well-watered and rammed and 50mm sand blinding	SM	27			
Carried to collection						
<u>COLLECTION</u>						
Brought forward from page LAB/01						
Brought forward from page..... LAB/02						
Brought forward from page LAB/03						
Brought down from above..... LAB/04						

	Total carried to summary					
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LAB 04

ELEMENT No. 2 SUPERSTRUCTURE WALLING

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS	CTS
	<u>Vibrated reinforced concrete (1:2:4)</u> <u>20/20 aggregate in:-</u>					
A	Ring beams and lintel	CM	6			
B	Sawn form work to soffits and side of the ring beam and lintel	SM	66			
C	12mm diameter reinforcement bars	KGS	503			
D	8mm ditto	KGS	194			
	<u>Walling</u>					
E	150mm thick walling reinforced with thick walling at every alternative course	SM	370			
	<u>Damp Proofing</u>					
F	150mm damp proof course	LM	125			
G	Raking cutting to top of 200mm walling	LM	41			
H	225 x 225 x 25mm pre cast concrete permanent vents bedded and jointed in cement sand (1:3) mortar over openings including mosquito gouge wire	NO	40			
J	Materials and labour for eaves filling	SM	33			
K	75mm diameter hollow steel tubes 300mm long, with hooked footing sunk into concrete surround (1:2:4) and top welded with "U" bracket including 6mm diameter bolts, 150mm long with head, nut, washer and split ring (9NO.)	LM	27			
	Extra over brick walling for masonry pillar size 200 x 200mm	LM	66			
	Total carried to summary.....					

LAB/05

ELEMENT No. 3 ROOF WORKS

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS	CTS
A	30 gauge pre painted corrugated iron sheets on timber purlins	SM	409			
B	Ditto matching ridge cover	LM	36			
	<u>Sawn blue gum timber well treated and seasoned</u>					
C	100 x 50mm wall plate secured with heavy gauge hoop iron at 1200mm center	LM	70			
D	75 x 50mm purlins	LM	388			
E	150 X 50mm Rafters	LM	127			
F	100 x 50mm Ditto	LM	121			
G	100 x 25mm collar piece	LM	49			
H	100 x 50mm tie beam	LM	99			
J	100 x 50mm ties and struts	LM	99			
K	150 x 50mm timber beam in verandah	LM	14			
	<u>Blue Gum Timber</u>					
L	255 x 25mm fascia board	LM	73			
M	255 x 25mm verge board	LM	44			
N	Prepare and apply three coats gloss oil paint to general surface of wood 200 – 300mm girth	LM	117			

	Total carried to summary.....					
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LAB/06

ELEMENT No. 4 RAIN WATER GOODS

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS	CTS
A	150 x 150 x 150mm pre- fabricated galvanized steel gauge 28 box gutter fixed to fascia board with heavy gauge holder bats at 600mm center	LM	73			
B	600mm center	NO	4			
C	Extra over ditto for stopped ends	NO	2			
D	Extra over gutters for 100mm diameter Nozzle outlet	LM	6			
E	100mm diameter down pipe fabricated from gauge 28 plain sheet fixed to wall with holder bats	NO	2			
F	Extra over ditto for sawn neck	NO	2			
G	Extra over for shoe	NO	1			
H	PVC "ROTO" or "KEN TANK" cold water storage tank 5,000 litres complete with and including Base for the tank	NO	1			

	Total carried to summary					
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LAB/O7

ELEMENT NO. 5 DOORS

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS	CTS
A	Steel double door overall sizes 1200 x 2650mm high	NO	4			
B	45mm thick solid core door size 820 x 2030mm high	NO	4			
	<u>Framing</u>					
C	100 x 50mm door frame	LM	11			
D	100 x 50mm transom	LM	2			
E	19 x 12mm beading	LM	6			
	<u>Iron Mongery</u>					
F	100mm pressed steel butt hinges	PRS	8			
G	2- Leaver'' UNION'' mortice lock complete with furniture	NO	4			
H	Supply and fix rebated ''UNION'' steel door lock complete with furniture	NO	3			
J	250 x 25mm door cramps screwed to door frame and casted into wall with cement and sand (1:2) mortar	NO	16			
	<u>Glazing</u>					
K	4mm thick clear glass in fanlight	SM	1			
L	Ditto in steel door panes 0.1m2 -0.5m2 with steel putty	SM	9			
	Total carried to summary					

LAB/08

ELEMENT NO. 6 FINISHES

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS	CTS
A	38mm thick cement sand screed ready to receive	SM	317			
B	20mm thick machine polished terrazzo floor finish including dividing strips at 1200mm both ways	SM	317			
C	Ditto skirting	LM	183			
	<u>Walls</u>					
D	15mm thick two coat gouged (1:1:6) plaster to walls internally	SM	364			
E	Ditto to reveal and jumps of openings	SM	33			
F	15mm thick cement and sand (1:3) rendering to walls externally	SM	247			
G	Extra over ditto for 12mm thick Tyrolean a spray to rendered walls	SM	37			

	Total carried to collection.....					
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LAB/09

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS	CTS
A	<p><u>Prepare and apply one under coat and two finishing coats of gloss oil paints on:-</u></p> <p>Wall surface internally (skirting)</p>	SM	182			
	Carried to Collection.....			Ksh.		
	<u>COLLECTIONS</u>					
	Brought forward from page LAB/09					
	Brought down from above					

				Ksh.		
	Total carried to summary.....					

LAB/10

ELEMENT NO. 7 FITTINGS

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS	CTS
A	12mm thick plaster (1:3) to walls	SM	12			
B	Prepare and apply black board paint to plastered wall	SM	12			
C	50 X 25mm wrot cypress moulded beading around the black board plugged to wall <u>The following in pin boards (2 No.) size 950 x 1900mm and size 1300 x 1300</u>	LM	24			
D	9mm thick soft board pin board	SM	5			
E	50 x 25mm thick wrot cypress moulded beading plugged to wall	LM	17			
F	Prepare and apply three coats gloss oil paint to wood surfaces not exceeding 100mm girth	LM	41			
G	Prepare and apply emulsion paint to sift board surface	SM	5			
	Total carried to summary.....					

LAB/11

ELEMENT NO. 8 PLUMBING WORKS

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS	CTS
	(PROVISIONAL) <u>Galvanized Mild Steel pipes as described including fitting and jointing</u>					
A	25mm diameter pipe	LM	22			
B	20mm ditto	LM	22			
C	12mm ditto	LM	15			
	<u>Extra over G.I pipe for:-</u>					
D	25mm elbow	NO	2			
E	25mm Union	NO	2			
F	25mm Gate valve	NO	1			
G	20mm x 20mm x 15mm Tee	NO	7			
H	20mm elbow	NO	3			
	<u>Key terrain PVC pipes as described in:-</u>					
J	50mm waste pipe	LM	34			
K	100mm ditto	LM	6			
	<u>Extra over PVC pipe for:-</u>					
L	50mm Diameter tee	NO	5			
M	50mm Elbow	NO	24			
N	50mm Diameter inspection Tee	NO	8			
O	100mm ditto	NO	1			
	<u>Excavations</u>					
p	Excavate trench for small pipe not exceeding 1.5m deep average 50mm beep including grading bottom part backfill and part load and cert away	LM	14			
	Carried to collection.....					

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LAB/12

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS	CTS
A	Acid resistant laboratory sink size 400 x 400mm	NO	14			
B	38mm PVC bottle trap	NO	15			
C	12mm laboratory swan neck tap	NO	15			
D	100 Gallon (460 Litres) plastic water tank complete with cover and with all accessories and raising to roof (3mm high) bearers	NO	1			

	Total carried collection..... <u>Collection</u> Brought forward from pg LAB/12..... Brought forward from above.....					
	Total carried to summary page					

LAB/13

ELEMENT NO. 9 WINDOWS

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS	CTS
	<u>Supply and fix standard steel casement purpose made windows complete with window fasteners stay and burglar proofing primed with red oxide</u>					
A	Window size 1800 x 1300mm	NO	21			
B	Ditto size 1200 x 1300mm	NO	4			
C	Ditto size 1400 x 1200mm	NO	4			
	<u>Glazing</u>					
E	4mm thick clear sheet glass in panes 0.1 m to 0.2m in metal putty	SM	46			
	<u>Pelmet boxes – wrot blue gum timber</u>					
D	50 x 50mm bearer plugged	LM	33			
F	120 x 20mm fascia	LM	33			
G	100 x 20mm top	LM	33			
H	100 x 120mm x 20mm end to fascia	NO	38			
	<u>Curtain tracks</u>					
J	Prepare and apply one undercoat and two coats gloss oil paint to general surface of metal	SM	76			
K	Ditto to wood surface 100 – 200mm girth	LM	37			
L	150 X 25mm pre-cast concrete window cill once weathered and throat	LM	33			
	Total carried to summary.....					

LAB/14

SUMMARY

ITEM	DESCRIPTION	SHS	CTS
	ELEMENT NO. 01 SUBSTRUCTURE		
	ELEMENT NO. 02 WALLING		
	ELEMENT NO. 03 ROOF		
	ELEMENT NO. 04 RAIN WATER GOODS		
	ELEMENT NO. 05 DOORS		
	ELEMENT NO. 06 FINISHES		
	ELEMENT NO. 07 FITTINGS		
	ELEMENT NO. 08 PLUMBING WORKS		
	ELEMENT NO. 09 WINDOWS		
	TOTAL CARRIED TO GRAND SUMMARY		

LAB/15

BILL NO. 2
PC AND PROVISIONAL

P.C AND PROVISINAL SUMS

ITEM	DESCRIPTION	KSHS	CTS
A	Allow a provisional sum of Kenya Shillings Fifty thousand only for Electrical Installation.	50,000	00
B	Allow a provisional sum of Kenya shillings Forty Thousand for Project supervision and documentation	40,000	00
Total for P.C and Provisional sums Carried to Grand Summary Kshs.....		90,000	00

P.C /01

GRAND SUMMARY

PROPOSED ERECTION AND COMPLETION OF TWIN LAB FOR SECONDARY SCHOOL IN MUMIAS EAST CONSTITUENCY				
DESCRIPTION	CONTRACTOR USE		OFFICIAL USE	
	SHS	CTS	SHS	CTS
Builders works from LAB/01 to LAB/14				
PC & Provisional sum PC/01				
SUB- TOTAL				
ADD 16% V.A.T				
TOTAL TO FORM OF TENDER Kshs.....				

AMOUNT IN WORDS:

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CONTRACTOR'S FIRM.....

ADDRESS.....

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SIGNATURE.....

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DATE.....

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WITNESS.....

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ADDRESS.....

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SIGNATURE.....

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DATE.....

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CLIENT'S
NAME.....

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