

REPUBLIC OF KENYA



National Government Constituencies Development Fund
Kajiado North Constituency

**BILLS OF QUANTITIES
FOR**

**PROPOSED RENOVATION OF 8NO CLASSROOM BLOCK
AT
OLKERI PRIMARY SCHOOL**

QUOTATION NO: NG-CDF/KJD-N/RFQ/010/2024-2025

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

QUOTATION ISSUE DATE: 17/06/2025
QUOTATION CLOSING DATE: 01/07/2025

Issued by: -

Fund Account Manager
Kajiado North Constituency
P.O Box 72-00208, Ngong Hills.
Email: cdfkajiadonorth@ngcdf.go.ke

Website: www.kajiadonorthngcdf.go.ke

June 2025

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

To: _____

[Insert Name and Postal and Physical Address of selected Bidder]

From:

**THE NATIONAL CONSTITUENCY DEVELOPMENT FUND
KAJIADO NORTH CONSTITUENCY
P.O BOX 72-00208, NGONG HILLS.**

PROPOSED RENOVATION OF 8NO CLASSROOM BLOCK AT OLKERI PRIMARY SCHOOL RFQ No.: NG-CDF/KJD-N/RFQ/010/2024-2025

The National Constituencies Development Fund Kajiado North Constituency, P.O Box 72-00208, Ngong Hills invites you to submit quotations for **PROPOSED RENOVATION OF 8NO CLASSROOM BLOCK AT OLKERI PRIMARY SCHOOL**

1. indicated in detail in "Table A. Schedule of Requirements and Specifications and attached BQs and drawings". 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** at the address given below.

Address for Submission of Quotations

- a) Mailing Address: **The Fund Manager, Kajiado North Constituency Development Fund, P.O Box 72-00208 Ngong Hills**
 - b) Physical address Kajiado North NG-CDF Office at DCC's compound next to Ngong Law Court Ngong Hills. Tender Box placed at The Reception (for hand and Courier Delivery to an office or Quotation Box,)
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 MANAGER** at the address indicated below not later than **01/07/2025 at 10:00am. Electronic RFQs will NOT be permitted.** Quotations can be delivered by registered mail, courier or hand delivery at the **FUND MANAGER 'S OFFICE Tender Box** at the Bidder's option. Late quotations shall be rejected.
 3. Enquiries regarding this quotation may be addressed to **Fund Manager, P.O. Box 72-00208 Ngong Hills** or E-mail Address: cdfkajiadonorth@ngcdf.go.ke
 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,

Keziah Muriithi

Keziah Muriithi
Fund Account Manager Kajiado North 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 **Fund Manager 's office in Kajiado North NG-CDF Office at DCC's compound next to Ngong Law Court Ngong Hills, Kajiado North.**
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 attentional):

Fund Manager, P.O. Box 72-00208 Ngong Hills or E-mail Address:
cdfkajiadonorth@ngcdf.go.ke

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

Fund Manager 's offices, Kajiado North NG-CDF Office at DCC's compound next to Ngong Law Court Ngong Hills Tender Box

Date of Submission (deadline): **01/07/2025**

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 **FUND MANAGER 'S Office, Kajiado North NG-CDF Office at DCC's compound next to Ngong Law Court Ngong Hills Tender Box**
8. **Bidder Eligibility:** Bidder must submit Documentary evidence to show his/her eligibility to be awarded a contract:
(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 Work. 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.**
 - ii) Technical examination to determine compliance with technical specifications as per **Contractors' Requirements attached.** 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

STAGE 1;

Contractors Minimum Requirements

1. MANDATORY REQUIREMENTS

S/N	Mandatory Eligibility criteria	Tenderer's Compliance (YES or NO)
1	Provide Proof of business incorporation or registration	
2	Tenderer has a current tax clearance certificate or tax exemption certificate issued by the Kenya Revenue Authority. (Valid Tax Compliance Certificate)	
3	Valid copy of Trading License / Business Permit	
4	A copy of company's list of directors, beneficial owners, name of proprietor or names of partners for the bidder not more than one-year-old (CR12) . All Directors of both Limited companies and sole proprietor to attach ID COPY(ies) . A sole proprietor may not attach a CR12 .	
5	Fully filled, Signed and Stamped Form of Quotation . Tenderers MUST complete and sign Certificate Of Independent Quotation Determination, Self-Declaration of the tenderer and Disclosure of Interest form .	
6	Attach evidence of a valid registration with National Construction Authority (NCA) Category 7 for building works and/or mechanical works and above with Current annual practicing license .	
7	The Bid has been submitted in the format required by the procuring entity - the tender document to be TAPE BOUND and returned in the order and pages provided and paginated in sequence including attachments. Own pagination should begin from the very first page. (Spiral Binding and use of Spring or box files will not be accepted and will lead to automatic disqualification)	
8	A copy of notice of registration as a contractor by the procuring entity(Kajiado North NGCDF)	
	Determination of Responsiveness: Responsiveness/Not Responsive (R/NR)	

STAGE 2: TECHNICAL EVALUATION FOR CRITERIA

S/N	Qualification Requirements	Weighting	Max score (%)
T1	Number of Years in the Business of construction and associated works. (Attach evidence in form of LPO/Contracts)	1 mark for Each year up to a maximum of 3 years	3
2a	Director of the Firm with relevant qualifications and experience. (Attach detailed CV, qualification and professional certificates e.g Mechanical, Architectural, civil and structural engineering, Quantity survey or any degree/diploma in building construction)	<ul style="list-style-type: none"> • Holder of degree or diploma in relevant engineering field... 4 Marks • Holder of certificate in relevant engineering field ...3 marks • Holder of trade test certificate in relevant engineering field...2 Marks • No relevant certificate..... 1 • No certificate attached 0 	4
2b	At least 1No. Degree/Diploma holder of key personnel in relevant engineering field. Attach detailed CV, qualification and professional certificates e.g Mechanical, Architectural, civil and structural engineering, Quantity survey or any degree/diploma in building construction	<ul style="list-style-type: none"> • With 3years to 71 months' relevant experience3 Marks • With 2 years to 47 months' relevant experience2 Marks • With 0 to 23 months relevant experience..... 1 mark 	3
2c	At least 2No. Certificate holder of key personnel in relevant engineering field. Attach detailed CV, qualification and professional certificates e.g Mechanical, Architectural, civil and structural engineering, Quantity survey or any degree/diploma in building construction	<ul style="list-style-type: none"> • With 3years to 71 months relevant experience3 Marks • With 2 years to 47 months' relevant experience2 Marks • With 0 to 23 months relevant experience.... 1 Mark 	6
2d	At least 2No. Artisans (Trade Test Certificate holder) in relevant engineering field. Attach detailed CV	<ul style="list-style-type: none"> • With 3years to 71 months relevant experience3 Marks • With 2 years to 47 months relevant experience 2 Marks • With 0 to 23 months relevant experience1 mark 	6
T3	EXPERIENCE		
3a	Evidence of having completed similar project in the last 5 years (Max. 3No. projects) with a value of at least Kshs 1,000,000.00.	<ul style="list-style-type: none"> • Project of similar nature, complexity or magnitude for 1 million and above-----3 Marks • Project of similar nature and a value below 1 million but above 500,000 - 2 Marks • project below 500,000 ----- 1 marks 	9
	To Score, the bidder Must attach certified copies of Completion Certificate confirming successful project completion for each reference site and contract value.		
3b	On-going projects with a value above 1 million– Provide Evidence (certified copies of contract agreement clearly indicating the value of the project)	2 Marks for each compliant project to a maximum of 5 projects	10
3c	Schedule of Contractor's equipment (Attach proof of ownership, lease or hire)	<ul style="list-style-type: none"> • Means of <u>transport</u> (5 vehicles each 2mks) ...10 Marks • No means of transport – 0 	20

	<ul style="list-style-type: none"> • Vehicles (Pickups, tractor, lorries/tipper, and closed van) • Equipment (Concrete mixers, Concrete vibrators, Wheel barrows, Portable power saws, drilling machines, diesel generators, horse pipes) 	<ul style="list-style-type: none"> • Has <u>equipment</u> for the work being tendered (5 equipment each 2 mks)10 Marks • Has no relevant equipment for the work being tendered.....0 	
T5	FINANCIAL STABILITY:		
5a	Signed and stamped Audited accounts for the last three financial years (2021, 2022, 2023)	<ul style="list-style-type: none"> • 1 mark for Each year ... 3 marks; 	3
5c	Evidence of Financial Resources (cash in hand. Lines of credit, overdraft facility and bank statements for the last six months.)	<ul style="list-style-type: none"> • Has financial resources to finance the projected monthly cash flow* for three months..... 3 Marks • Has financial resources equal to the projected monthly cash flow* ...2 Marks • Has financial resources less than the projected monthly cash flow* ... 1Marks • Has not indicated sources of financial resources... 0 Marks 	3
	TOTAL TECHNICAL SCORE		70

*Tenderers will be required to **score 70% and above** on the above Technical Evaluation to qualify for Financial Evaluation*

STAGE 3 - FINANCIAL EVALUATION

Upon completion of the technical evaluation a detailed financial evaluation for the bidder (and all their joint venture partners) shall follow.

(The financial evaluation shall proceed in the manner described in the Public Procurement and Disposal Act (2015) of the laws of Kenya and the Public Procurement and Disposal Regulations, 2020 specifically section 77.

The evaluation shall be in three stages

- a) Determination of Arithmetic Errors for the bidder (and all their joint venture partners);
- b) Comparison of Rates for the bidder (and all their joint venture partners); and
- c) Consistency of the Rates for the bidder (and all their joint venture partners);

A) Determination of the Arithmetic Errors

Arithmetic Errors will be corrected by the Procuring Entity as follows:

i) In the event of a discrepancy between the amount as stated in the form of Tender and the corrected tender figure in the Main summary of the Bills of Quantities, the amount as stated in the Form of tender shall prevail. Pursuant to Section 82 of the Public Procurement and Asset Disposal Act 2015, the tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity;

ii) Error correction factor: Pursuant to regulation 74(2) of the Public Procurement and Asset Disposal Regulations 2020, Any errors in the submitted tender arising from a **MISCALCULATION** of **UNIT PRICE, QUANTITY, SUBTOTAL** and **TOTAL BID PRICE** shall be considered as a **MAJOR DEVIATION** that affects the substance of the tender and shall lead to **DISQUALIFICATION** of the tender as **NON-RESPONSIVE**.

B) Comparison of rates for the bidder

Items that are underpriced or overpriced may indicate potential for non-delivery and front loading respectively. The committee shall promptly write to the tenderer asking for detailed breakdown of costs for any of the quoted items, relationship between those prices, proposed construction/installation methods and schedules.

The evaluation committee shall evaluate the responses and make an appropriate recommendation to the procuring entity's tender committee giving necessary evidence. Such recommendations may include but not limited to:

- a) Recommend no adverse action to the tenderer after a convincing response;
- b) Employer requiring that the amount of the performance bond be raised at the expense of the successful tenderer to a level sufficient to protect the employer against potential financial losses;
- c) Recommend non-award based on the response provided and the available demonstrable evidence that the scope, quality, completion timing, administration of works to be undertaken by the tenderer, would adversely be affected or the rights of the employer or the tenderers obligations would be limited in a substantial way.

C) Consistency of the Rates

The evaluation committee will compare the consistency of rates for similar items and note all inconsistencies of the rates for similar items.

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 _____ (**Complete the works**) 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)

3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: INSTRUCTIONS TO BIDDERS.
4. We also confirm that the _____ (**works to be constructed**) conform to the **BQs attached** and in conformity with technical specifications listed in PART 2: SCHEDULE OF REQUIREMENTS of this RFQ Document.
5. 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.
6. 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.
7. 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*).
8. 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.

9. 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.
10. 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.
11. 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.
12. 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).

A Item	B Description of Goods/works/services <i>(Procuring Entity to select one)</i>	C Quantity	D Unit price	E Total Price in Ksh
1	PROPOSED RENOVATION OF 8NO CLASSROOM BLOCK AT OLKERI PRIMARY SCHOOL	lot		
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:

_____ [Name and number of +-+quotations] 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 _____

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*]

DISCLOSURE OF INTEREST – Interest of the Firm in the Procuring Entity

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

If Yes provide details as follows:

No.	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

ii. Conflict of Interest Disclosure

	Type of Conflict	Disclosure YESOR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another Tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract Specified in this Tender Document		
7	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

Certification

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

Full Name _____

Title or Designation _____

(Signature)

(Date)

LITIGATION

Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____

Date: _____

Non-Performed Contracts in accordance with contractor's requirements for Company's			
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 [insert year] 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)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]
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.			

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

PART 2: SCHEDULE OF REQUIREMENTS

TABLE B. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

[Procuring Entity to complete Columns a-d and Bidder to complete Column Indicating YES or No and if NO indicate the specification of the offered item]

Item No	Description of Goods/works/services (Procuring Entity to select one) For Works attach drawings	Quantity	TECHNICAL SPECIFICATIONS (complete) (Procuring Entity)	CONFORMITY WITH TECHNICAL SPECIFICATIONS (to be completed by Tenderer)
1	B	C	D	E
2	PROPOSED RENOVATION OF 8NO CLASSROOM BLOCK AT OLKERI PRIMARY SCHOOL.	lot	As per BQ Attached	
3				
4				
5				
6				
7				
8				
9				
<p>1. <u>ATTACHMENTS</u> (to be listed below and supplied by Procuring Entity)</p> <p>ETC.</p>				

PARTICULAR PRELIMINARIES

ITEM	DESCRIPTION	Kshs.	Cts
<p><i>A</i></p> <p>PRICING ITEMS OF PRELIMINARIES</p> <p>Prices SHALL BE INSERTED against items of “preliminaries” in the tenderer’s priced Bills of Quantities. The contractor is advised to read and understand all preliminary items.</p> <p>B</p> <p>DESCRIPTION OF THE WORKS</p> <p>The works to be carried out under this contract PROPOSED RENOVATION OF 8NO CLASSROOM BLOCK AT OLKERI PRIMARY SCHOOL</p> <p>C</p> <p>MEASUREMENTS</p> <p>In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.</p> <p>LOCATION OF SITE</p> <p><i>D</i></p> <p>The site is located at OLKERI WARD. The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor’s failure to do so will be entertained.</p> <p>P.C. AND PROVISIONAL SUM</p> <p><i>E</i></p> <p>The allowances given for the above is for full contract.</p>			
	<i>Carried to Collection</i>		

ITEM	DESCRIPTION	Kshs.	Cts
A	<p>CLEARING AWAY</p> <p>The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager.</p> <p>The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.</p>		
B	<p>CLAIMS</p> <p>It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claims shall be entertained upon the expiry of the said contract period.</p>		
C	<p>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</p> <p>The Contractor is notified that these works are to be carried out on a restricted site where the office is going on with its normal activities. The Contractor is instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the client.. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site. Noise should be minimized and any other kind of disruptions.</p>		
	Carried to Collection		

<i>Item</i>	<i>DESCRIPTION</i>	Kshs.	Cts
A	<p>WORKING CONDITIONS</p> <p>The Contractor shall allow in his rates for any interference that he may encounter in the course of execution of the works.</p>		
B	<p>SIGNBOARD</p> <p>Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.</p>		
C	<p>LABOUR CAMPS</p> <p>The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.</p>		
D	<p>MATERIALS FROM DEMOLITIONS</p> <p>Any materials arising from demolitions and not re-used shall become the property of the client. The Contractor shall allow in his rates the cost of transporting the demolished materials as directed by the PROJECT MANAGER.</p>		
E	<p>PRICING RATES</p> <p>The tenderer shall include for all costs in executing the whole of the works, including transport from stores, fixing, all to comply with the said Conditions of Contract.</p>		
F	<p>TENDER SECURITY</p> <p>The tenderer must provide a tender security of 2% in form of Banker cheque or an approved Bank guarantee. (N/A)</p>		
Carried to Collection			

<i>Item</i>	<i>DESCRIPTION</i>	Kshs.	Cts
A	<p>SECURITY</p> <p>The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.</p>		
B	<p>URGENCY OF THE WORKS</p> <p>The Contractor is notified that these “works are urgent” and should be completed within the period stated in these Particular Preliminaries.</p> <p>The Contractor shall allow in his rates for any costs he deems that he/she may incur by having to complete the works within the stipulated contract period.</p>		
C	<p>EXISTING SERVICES</p> <p>Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.</p>		
D	<p>TRANSPORT(N/A)</p> <p>The contractor shall provide for site trips only a vehicle to comfortably seat at least six (6) persons including maintained licence, Insurance and competent driver all to the satisfaction of the P.M. The vehicle shall be provided specifically for and during site visits by the MOPW technical team. The vehicle shall be in perfect working condition for the entire duration of the trip i.e from the MOPW Building Yard to MTTI and back including local running. The driver shall be at the sole direction of the P.M. for the entire duration of the trip until the contract period is concluded officially.</p>		
F	<p>FIRM PRICE CONTRACT</p> <p>Unless otherwise stated, this is a firm (fixed) price contract. The contractor must allow for price changes during the contract period.</p>		

<i>ITEM</i>	<i>DESCRIPTION</i>	Kshs.	Cts
A	<p>PERFORMANCE BOND (N/A)</p> <p>A bond of 5% of the contract sum will be required in accordance with clause 6.00 on award of contract of the Instructions to Tenderer's. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank.</p>		
B	<p>TENDER DOCUMENTS</p> <p>Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page STD/8</p>		
C	<p>DELIVERY OF TENDER</p> <p>Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents.</p> <p>Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the advertisement. Tenders delivered/received later than the above time will not be opened.</p>		
D	<p>VALUE ADDED TAX</p> <p>The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1st September, 1993 which requires payment of VAT on all contracts.</p> <p>The tenderer is advised that in accordance with Government public notice No. 35 & 36 Dated 11th September 2003 operational from 1st October 2003, withholding VAT will be levied against the contract sum by the Employer and remitted to the Commissioner of VAT through all interim certificates. It should however be noted that this is not additional tax but a new mode of payment for VAT, any excess payment will be refundable once the Contractor has submitted monthly returns to the Commissioner of VAT who will do the refunds when satisfied that the VAT regulations have been complied with.</p>		
Carried to Collection			

<i>Item</i>	<i>DESCRIPTION</i>	Kshs.	Cts
<u>PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT</u>			
The following are the insertions to be made in the appendix to the Contract Agreement: -			
<i>A</i>	Period of Final Measurement	3 Months from Practical completion	
<i>B</i>	Defects Liability Period	6 Months from practical completion	
<i>C</i>	Date for Possession	To be agreed with the Project Manager	
<i>D</i>	Date for Completion	To be agreed with the Project Manager	
<i>E</i>	Liquidated and Ascertained	At the rate of Kshs <u>5,000.00</u> per week or part thereof	
<i>F</i>	Prime cost sums for which the Contractor desires to tender	
<i>G</i>	Period of Interim Certificates	Monthly	
<i>H</i>	Period of Honoring Certificates	30 days	
<i>J</i>	Percentage of Certified Value Retained	10%	
<i>K</i>	Limit of Retention Fund	10 %	
Carried to Collection			

Item	Description	Kshs.	cts
COLLECTION			
	Brought forward form page PP/1		
	Brought forward form page PP/2		
	Brought forward form page PP/3		
	Brought forward form page PP/4		
	Brought forward form page PP/5.....		
	Brought forward form page/PP6.....		
	Total for general preliminaries		

Item	Description	Kshs.	Cts
	<p style="text-align: center;">GENERAL PRELIMINARIES</p> <p>A. PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES</p> <p>Prices shall be inserted against items of Preliminaries in the Contractor's priced bills of Quantities and Specification but not in the unit rates</p> <p>B. ABBREVIATIONS</p> <p>Throughout the Bills, unites of measurement and terms are abbreviated and shall be interpreted as follows: -</p> <p>C.M. Shall mean cubic metre</p> <p>S.M Shall mean square metre</p> <p>L.M. Shall mean linear metre</p> <p>M.M Shall mean Millimetre</p> <p>Kg. Shall mean Kilogramme</p> <p>No. Shall mean Number</p> <p>Prs. Shall mean Pairs</p> <p>B.S. Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I., England.</p> <p>Ditto Shall mean the whole of the preceding description except as qualified in the description in which it occurs.</p> <p>m.s. Shall mean measured separately.</p> <p>a.b.d Shall mean as before described.</p> <p style="text-align: center;"><i>Carried to collection</i></p>		

Item	Description	Kshs.	Cts
A.	<p style="text-align: center;">EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</p> <p>Attendance; Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted: -</p> <p>Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standard scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub-Contractor’s work and being responsible for the accuracy of the same.</p> <p>Fix Only: -</p> <p>“Fix Only” shall mean take delivery at nearest railway station (Unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.</p>		
B.	<p>EMPLOYER</p> <p>The “Employer” is the NG-CDF KAJIADO NORTH</p> <p>The term “Employer” and “client” wherever used in the contract document shall be synonymous</p>		
C.	<p>PROJECT MANAGER</p> <p>The term “P.M.” wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorized to represent him on behalf of the Client.</p>		
D.	<p>ARCHITECT</p> <p>The term “Architect” shall be deemed to mean “The P.M” as defined above whose address unless otherwise notified is Department of Public Works, P.O. Box 78, KAJIADO NORTH.</p>		
E.	<p>QUANTITY SURVEYOR</p> <p>The term “Quantity Surveyor” shall be deemed to mean “The P.M.” as defined above whose address unless otherwise notified is Department of Public Works, P.O. Box 78, KAJIADO NORTH.</p>		
	<p><i>Carried to collection</i></p>		

Item	Description	Kshs.	Cts
A.	<p>ELECTRICAL ENGINEER</p> <p>The term “Electrical engineer” shall be deemed to mean “The P.M.” as defined above whose address unless otherwise notified is Department of Public Works.</p>		
B.	<p>MECHANICAL ENGINEER</p> <p>The term “Mechanical Engineer” shall be deemed to mean “The P.M.” as defined above whose address unless otherwise notified is Department of Public Works.</p>		
C.	<p>STRUCTURAL ENGINEER</p> <p>The term “Structural Engineer” shall be deemed to mean “The P.M.” as defined above whose address unless otherwise notified is Department of Public Works.</p>		
D.	<p>FORM OF CONTRACT</p> <p>The Form of Contract shall be as stipulated in the Republic of Kenya’s Standard Tender Document for Procurement of Building Works (2000 Edition). A copy of which is available at the Department of Public Works – KAJIADO NORTH.</p> <p>Conditions of Contract</p> <p>These are numbered from 1 – 37 and are contained in the above named document. Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of quantities.</p>		
E.	<p>BOND</p> <p>The Contractor shall find and submit on the Form of Tender and approved bank and who will be willing to be bound to the client in an amount equal to KES 100,000 for the due performances of the Contract up to the date of completion as certified by the PROJECT MANAGER and who will when and if called upon, sign and Bond to that effect on the relevant standard form included herein. (without the addition of any limitations) on the same day as the contract Agreement is signed, by the Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.</p> <p>Carried to collection</p>		

Item	Description	Kshs.	Cts
A.	<p>PLANTS, TOOLS AND VEHICLES</p> <p>Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.</p>		
B.	<p>TRANSPORT</p> <p>Allow for transport of workmen, materials from stores, etc. to and from the site at such hours and by such routes as may be permitted by the competent authorities.</p>		
C.	<p>MATERIALS AND WORKMANSHIP</p> <p>All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.</p>		
D.	<p>SIGN FOR MATERIALS SUPPLIED</p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and /or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER.</p>		
E.	<p>STORAGE OF MATERIALS</p> <p>The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p>		
	<p>Carried to collection</p>		

Item	Description	Kshs.	Cts
<p>A.</p> <p>B.</p> <p>C.</p>	<p>SAMPLES</p> <p>The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expenses of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Public Works.</p> <p>The procedure for submitting samples or materials for testing and the method of making for identification shall be as laid down by the PROJECT MANAGER. The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractor's work.</p> <p>GOVERNMENT ACTS REGARDING WORK PEOPLE ETC.</p> <p>Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople.</p> <p>The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organization of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.</p> <p>SECURITY OF WORKS ETC.</p> <p>The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and protection of the public.</p> <p>Carried to collection</p>		

Item	Description	Kshs.	Cts
A.	<p>PUBLIC AND PRIVATE ROADS</p> <p>Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from the consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER.</p>		
B.	<p>EXISTING PROPERTY</p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expenses to the satisfaction of the PROJECT MANAGER.</p>		
C.	<p>VISIT SITE AND EXAMINE DRAWINGS</p> <p>The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.</p>		
D.	<p>ACCESS TO SITE AND TEMPORARY ROADS</p> <p>Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads.</p>		
E.	<p>AREA TO BE OCCUPIED BY THE CONTRACTOR</p> <p>The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER.</p> <p style="text-align: center;">Carried to collection</p>		

Item	Description	Kshs.	Cts
A.	<p>OFFICE, ETC. FOR THE PROJECT MANAGER</p> <p>The Contractor shall provide, erect and maintain where direct on site and afterwards dismantle the site office of the type noted in the Particular Preliminaries, complete the Furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with leveling staff, ranging rods and 50 metre metallic or linen tape.</p>		
B.	<p>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</p> <p>The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER. The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub-Contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.</p>		
C.	<p>SANITATION OF THE WORKS</p> <p>The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and /or Local Authorities, Labour Department and the PROJECT MANAGER.</p>		
D.	<p>SUPERVISION AND WORKING HOURS</p> <p>The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and Sub-Contractors or other places where work is being prepared for the contract.</p>		
E.	<p>PROVISIONAL SUMS</p> <p>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Such sums are net and no addition shall be made to them for profit.</p>		
	<p>Carried to Collection</p>		

Item	Description	Kshs.	cts
A.	<p>PRIME COST (OR P.C.) SUMS</p> <p>The term “Prime Costs Sum” or “P.C. Sum” wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Persons of firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods as stated in Condition No. 20 of the Conditions of Contract are described herein as Nominated Sub-Contractors.</p> <p>Persons of firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p>		
B.	<p>PROGRESS CHART</p> <p>The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors; one copy to be handed to the PROJECT chart to be amended as necessary as the work proceeds.</p>		
C.	<p>ADJUSTMENT OF P.C. SUMS</p> <p>In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER’S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of “attendance” (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply event though the Contractor’s priced Bill shows a percentage in the rate column in respect of them.</p> <p>Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p> <p style="text-align: center;">Carried to collection</p>		

Item	Description	Kshs.	cts
A.	<p>ADJUSTMENT OF PROVISIONAL SUMS</p> <p>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER'S order added to the Contract Sum. Such work shall be valued as described for Variations in Conditions No. 13 of the Conditions of Contract, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p>		
B.	<p>NOMINATED SUB-CONTRACTORS</p> <p>When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into Sub-contracts as described in Condition No. 20 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-Contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".</p>		
C.	<p>DIRECT CONTRACTS</p> <p>Notwithstanding the foregoing conditions, the client reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sums in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.</p>		
D.	<p>ATTENDANCE UPON OTHER TRADESMEN, ETC.</p> <p>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for any making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p> <p style="text-align: center;">Carried to collection</p>		

Item	Description	Kshs.	cts
A.	<p>INSURANCE</p> <p>The Contractor shall insure as required in Condition Nos. 22 and 23 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificates that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER’S inspection.</p> <p>PROVISIONAL WORK</p> <p>B.</p> <p>All work described as “Provisional” in these Bills of Quantities is subject to re-measurement in order to ascertain in actual quality executed for which payment will be made. All “Provisional” and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER.</p> <p>Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expenses.</p> <p>ALTERATIONS TO BILLS, PRICING, ETC.</p> <p>C.</p> <p>Any unauthorized alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.</p> <p>BLASTING OPERATIONS</p> <p>D.</p> <p>Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor’s sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.</p> <p>Carried to collection</p>		

Item	Description	Kshs.	cts
A.	<p>MATERIALS ARISING FROM EXCAVATIONS</p> <p>Materials of any kind obtained from the excavations shall be the property of the client. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.</p> <p>PROTECTION OF THE WORKS</p> <p>B.</p>		
	<p>Provide protection of the whole of the works contained in the Bill of Quantities, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.</p> <p>REMOVAL OF RUBBISH ETC.</p> <p>C.</p>		
	<p>Removal of rubbish and debris from the buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.</p> <p>WORKS TO BE DELIVERED UP CLEAN</p> <p>D.</p>		
	<p>Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metal works and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER.</p> <p>FIRM PRICE CONTRACT</p> <p>E.</p>		
	<p>Unless otherwise specifically stated in the Particular Preliminaries this is a firm price Contract. The contractor must allow in his tender rates for any increase in the cost of labour and materials during the construction period.</p> <p>Carried to collection</p>		

Item	Description	Kshs.	cts
A.	<p>GENERAL SPECIFICATION</p> <p>For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Public Works General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries. Trade Preambles or other items in these Bills of Quantities.</p>		
B.	<p>TRAINING LEVY</p> <p>The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 3% of the contract sum on all contracts of more than Kshs. 50,000.00 in value.</p>		
C.	<p>MATERIALS ON SITE</p> <p>All materials for incorporation in the work must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main contractor, Nominated Sub-Contractors and Nominated Suppliers.</p>		
D.	<p>HOARDING</p> <p>The Contractor shall enclose the site or part of the works under construction with a hoarding 2400mm high consisting of iron sheets on 100x50mm timber posts firmly secured at 1800mm centres with two 75x50mm timber rails approximately 300m. Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.</p>		
E.	<p>CONTRACTOR'S SUPERINTENDENCE / SITE AGENT</p> <p>The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p> <p>Carried to collection</p>		

Item	Description	Kshs.	cts
COLLECTION			
	Brought forward form page GP/1		
	Brought forward form page GP/2		
	Brought forward form page GP/3		
	Brought forward form page GP/4		
	Brought forward form page GP/5.....		
	Brought forward form page/GP6.....		
	Brought forward form page GP/7		
	Brought forward form page GP/8.....		
	Brought forward form page GP/9		
	Brought forward form page GP/10		
	Brought forward form page GP/11		
	Brought forward form page GP/12		
	Total for general preliminaries		

PREAMBLES AND PRICING NOTES

1. GENERALLY

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

2. MANUFACTURERS' NAMES

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

3. WALLING

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

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

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

4. CARPENTRY

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

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

Prices must also include for all nails and fasteners.

5. JOINERY

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

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

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

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

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

6. IRONMONGERY

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

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

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

7. STRUCTURAL STEELWORK

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

8 PLASTERWORK AND OTHER FINISHES

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

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

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

1. GLAZING

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

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

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

10. PAINTING

All paint shall be 1st quality "Crown" or other equal and approved

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

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

PN/02

BUILDER'S WORK

**BILL OF QUANTITIES FOR THE PROPOSED RENOVATION OF 8NO CLASSROOM BLOCK
AT OLKERI PRIMARY SCHOOL**

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS.
	<u>DEMOLITIONS</u>				
A	Carefully remove worn out iron sheets and clean the surfaces of timber and store the arising as directed on site	684	SM		-
B	Carefully demolish walling to create opening for 1500x1500mm windows at rear elevation	24	No		-
C	Carefully remove existing windows, cart away the arising and store as directed on site	24	No		-
D	Carefully hack out and remove the entire floor cement sand screed and prepare using cement sand screed to new floor finish	480	SM		-
E	Carefully chase-in the wall cracks ready for repairs	32	LM		-
	<u>EXTERNAL WORKS</u>				
F	Construct 1200mm wide access ramp comprising of natural block surround smoothly plastered, top roughly finished and painted to sides. All done to project managers details.	8	NO		-
	<u>Paving slabs around building</u>				
G	600 x 600 x 50mm thick precast paving slabs bedded and jointed in cement and sand (1:4) mortar laid on and including 50mm thick sand bed.	48	Sm		-
	<u>WALL REPAIRS</u>				
H	12mm thick plaster finished with smooth steel float to masonry walling using cement sand ratio of 1 : 3	420	SM		-
I	12mm thick plaster finished with smooth steel float to masonry walling using cement sand ratio of 1 : 3 externally	260	SM		-
J	Repair vertical and horizontal wall cracks using Y8 to approval of the project supervisor	32	LM		-
K	15mm thick render to masonry walling plinth	88	SM		-
L	15mm thick Water proof render to masonry walling plinth	64	SM		-
CARRIED TO COLLECTION					-

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS.
	FLOOR				
A	Supply and fix 15mm thick terrazzo finish to floor complete with dividing strips, grinding and polish to detail	480	SM		-
B	Ditto to 100mm high skirting	340	SM		-
	ROOFING				
C	Replace worn out timber to receive new covering 100x50mm and 75x50mm assorted	280	LM		-
D	Supply and fix 200x25mm chamfered and well tapered cypress fascia board	148	LM		-
	<u>Galvanized Corrugated Sheet Roofing; 30 Gauge; Pre-Painted box profile</u>				
F	Roof covering not exceeding 45° from horizontal; fixing to timber structure (m/s) with roofing nails and neoprene washers) J bolts nuts neoprene washers and caps	684	Sm		-
G	Ditto ridges	62	Lm		-
	<u>WINDOWS</u>				
	Casement windows; standard metal casement ; section comprising of standard z-section forming, transoms, mullions, permanent ventilators, comprising T-bars, gauze and 6G sheet metal work, 25 x 3mm flats at 100mm c/c both ways, all coupling mullions; complete with bronze handles, pegs stays and all other necessary iron mongering; one coat red primer by manufacturer				
	Metal; for glazing with putty; cutting and pinning to concrete or masonry jambs, head and cill; bedding in cement sand (1:3) mortar; pointing round frames easing, oiling adjusting opening lights on completion				
H	Window overall size 1500 x 1500mm	24	NO		-
I	Jua kali fasteners welded to existing windows	32	NO		-
J	4mm clear glasses to windows with silicon and putty	78	Sm		-
	<u>GUTTERS</u>				

K	Supply and fix pvc semicircular gutters complete with all accessories and down pipes to approval of project manager	124	LM		-
	<u>ELECTRICAL WORKS</u>				-
L	Allow a provision for electrical repairs and replacement for four lamps per classroom and one socket per classroom as directed by the project manager	1	Item		-
CARRIED TO COLLECTION					-

R/02

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS.
	<u>PAINTING</u>				
A	Brush off old paint, scrub down and prepare and apply three coats of first grade water based as crown or other approved equivalent paint to walls internally	660	SM		-
B	Ditto but oil based to walls externally	420	SM		-
C	Ditto but oil based to door surfaces , windows, steel pipes and fascia board	188	SM		-
D	Ditto but black bituminous paint to plinth	48	SM		-
CARRIED TO COLLECTION					-
<u>COLLECTION</u>					
					AMOUNT
A	- TOTAL FROM PAGE R/01				-
B	TOTAL FROM PAGE R/02				-
C	TOTAL FROM ABOVE				-
TOTAL CARRIED TO GRAND SUMMARY					-

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS. CTS
	<p><u>PROVISIONAL & PRIME COST SUMS</u></p> <p>The contractor shall include in his tender the following to be deducted in whole or part as directed by the project manager</p> <p><u>CONTINGENCIES</u></p> <p>Allow a provisional sum of Kenya shillings fifty thousand(50,000) for contingencies to be deducted in whole or part as directed by the project manager</p>				
A		1	LS		50,000.00
	<p><u>PROJECT MANAGEMENT</u></p> <p>Allow a prime cost sum of Kenya shillings one hundred thousand(100,000) for project supervision</p>				
B		1	LS		100,000.00
	<p><u>PROJECT MANAGEMENT COMMITTEE</u></p> <p>Allow a prime cost sum of Kenya shillings one hundred and twenty thousand(120,000) for project management committee expenses</p>				
C		1	LS		120,000.00
	<p><u>PROJECT PUBLICITY</u></p> <p>Allow a prime cost sum of Kenya shillings twenty thousand(20,000) for project labelling expenses as directed on site by the project manager</p>				
D		1	LS		20,000.00
TOTAL FOR PROVISIONAL & PRIME COST SUMS TO GRAND SUMMARY					290,000.00

GRAND SUMMARY

BILL NO	DESCRIPTION	FOR CONTRACTOR'S USE (KSH)
1	PARTICULAR PRELIMINARIES	
2	GENERAL PRELIMINARIES	
3	RENOVATION OF 8NO CLASSROOM BLOCK	
4	PROVISIONAL SUMS - PS/1	
	SUB TOTAL	
	ADD 16% VAT	
	ADD 0.03% PPRA LEVY	
	GRAND TOTAL CARRIED TO FORM OF TENDER	

Amount in words:.....

.....

Tenderer's Signature and stamp.....

Address:

Date:

Witness's Name:

Signature:

Description:

Address:

Date:

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

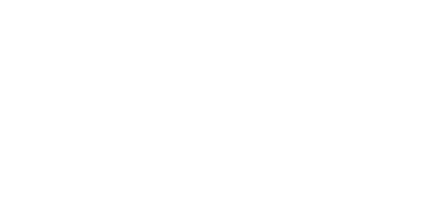
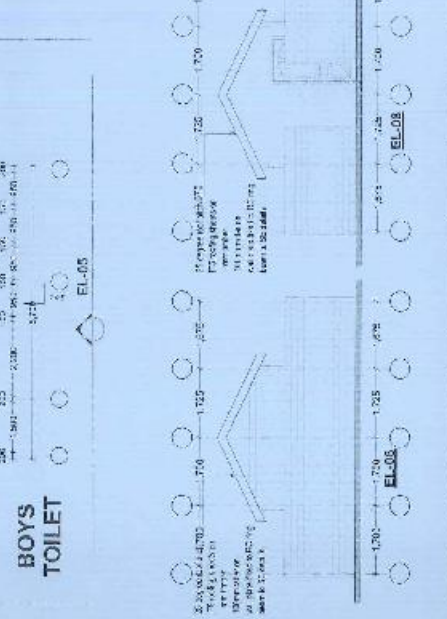
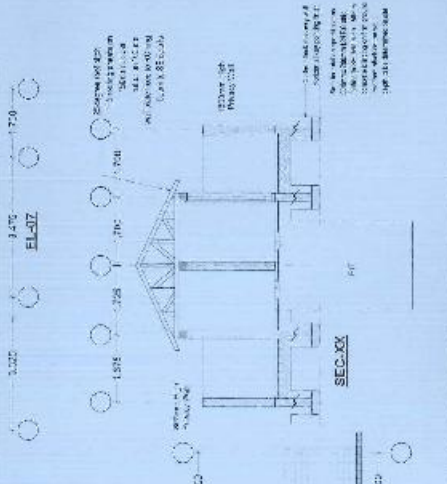
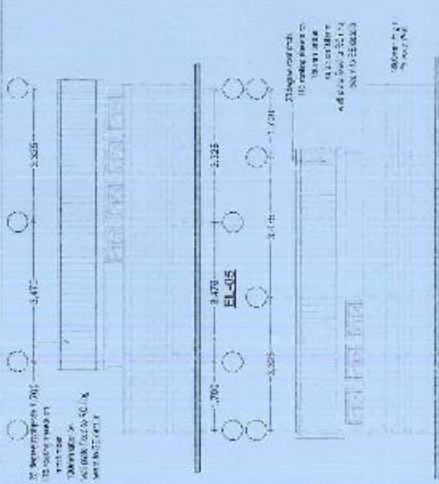
Specifications applicable are those by the Ministry of Public Works General Specifications dated March 1976 (together with any amendments issued thereof). The Contractor should obtain a copy from the Ministry of Public Works. No liability will be admitted nor claim allowed in respect of errors in Contractor's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

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 841. 842. 843. 844. 845. 846. 847. 848. 849. 850. 851. 852. 853. 854. 855. 856. 857. 858. 859. 860. 861. 862. 863. 864. 865. 866. 867. 868. 869. 870. 871. 872. 873. 874. 875. 876. 877. 878. 879. 880. 881. 882. 883. 884. 885. 886. 887. 888. 889. 890. 891. 892. 893. 894. 895. 896. 897. 898. 899. 900. 901. 902. 903. 904. 905. 906. 907. 908. 909. 910. 911. 912. 913. 914. 915. 916. 917. 918. 919. 920. 921. 922. 923. 924. 925. 926. 927. 928. 929. 930. 931. 932. 933. 934. 935. 936. 937. 938. 939. 940. 941. 942. 943. 944. 945. 946. 947. 948. 949. 950. 951. 952. 953. 954. 955. 956. 957. 958. 959. 960. 961. 962. 963. 964. 965. 966. 967. 968. 969. 970. 971. 972. 973. 974. 975. 976. 977. 978. 979. 980. 981. 982. 983. 984. 985. 986. 987. 988. 989. 990. 991. 992. 993. 994. 995. 996. 997. 998. 999. 1000.



BOYS TOILET

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CONTRACT AGREEMENT

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

General

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

- 21 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.
- 22 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).
- 23 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 sub-consultants 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.

242 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.

243 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.

244 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.

245 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.

246 Alternative Arbitration Proceedings

- 24.6.1 Alternatively, the Parties may refer the matter to the Ngong Hills 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.

247 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.

248 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.

252 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.

A. Time Control

26. Program

261 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.

262 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.

263 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.

264 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

271 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.

272 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

281 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.

282 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

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

30. Management Meetings

301 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.

302 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.

B. 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.

C. 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.

384 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.

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

386 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

387 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.

388 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.

389 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.

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

403 The value of work executed shall be determined by the Project Manager.

404 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed¹².

405 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.

422 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.

423 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."

424 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:

$$P = A + B \frac{I_m}{I_o}$$

where: P is the adjustment factor for the portion of the Contract Price payable.

A and B are coefficients¹³ **specified in the SCC**, representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable and I_m is the index prevailing at the end of the month being invoiced and I_o is the index prevailing 30 days before Bid opening for inputs payable.

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.

D. 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.

¹³*The sum of the two coefficients A and B should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the non-adjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other 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. 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 (r) | The Procuring Entity is:
THE NATIONAL CONSTITUENCY DEVELOPMENT FUND, KAJIADO NORTH CONSUENCY.
P.O BOX 72-00208, NGONG HILLS. |
| GCC 1.1 (v) | The Intended Completion date for the whole of the works shall be; 3 Months form the date of contract signing |
| GCC 1.1 (y) | The Project Manager is:
Sub county Works Officer Kajiado North sub county
State Department of Public Works,
P.O Box 78 – 00208,
Ngong Hills
Telephone: +
Facsimile:
Email: |
| GCC 1.1 (aa) | The site is located at OLKERI WARD, KAJIADO NORTH |
| 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 RENOVATION OF 8NO CLASSROOM BLOCK AT OLKERI PRIMARY SCHOOL |
| GCC 2.2 | Sectional Completions are Not Applicable |
| GCC 5.1 | The Project Manager may delegate any of his duties and responsibilities |
| GCC 8.1 | Schedule of Contractors: Not Applicable |

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|-------------------------------|---|
| GCC 9.1 | <p>Key Personnel</p> <p>GCC 9.1 is replaced with the following:</p> <p>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.</p> <p>[insert the name/s of each Key Personnel agreed by the Procuring Entity prior to Contract signature.]</p> |
| GCC 13.1 | <p>The minimum insurance amounts and deductibles shall be: Contractor’s all risk Policy</p> <p>(a) for loss or damage to the Works, Plant and Materials:</p> <p>(b) For loss or damage to Equipment:</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment)in connection with Contract: Contractor’s all risk Policy</p> <p>(d) for personal injury or death:</p> <p>(i) of the Contractor’s employees: Contractor’s all risk Policy</p> <p>of other people: Contractor’s all risk Policy</p> |
| GCC14.1 | Site Data are: Not Applicable |
| GCC 16 | Completion Time: 12 weeks |
| GCC20.1 | The Site Possession Date(s) shall be: To be agreed with Project Manager |
| GCC 23.1 & GCC23.2 | 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

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|----------------|--|
| GCC26.1 | The Contractor shall submit for approval a Program for the Works within Fourteen (14) days from the date of the Letter of Acceptance. |
| GCC26.3 | 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

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| GCC34.1 | The Defects Liability Period is: 180 days. |
|----------------|---|

I D. Cost Control

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|-----------------|---|
| 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: 5% |
| 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 . |

I E. Finishing the Contract

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|---------------------|--|
| 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: One Hundred Twenty (120) 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) % |

