



**TENDER NO. KNL/HQ/T009/2014-2015**

**PROPOSED CONSTRUCTION OF ACCESS ROAD AND CENTRY BOX AT KISII LIBRARY  
(PREFERENCE AND RESERVATIONS- YOUTH, WOMEN AND PEOPLE WITH DISABILITY)**

**FOR**

**KENYA NATIONAL LIBRARY SERVICE  
P.O.BOX 30573-00100  
NAIROBI**

(DECEMBER, 2014)

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## **INTRODUCTION**

### **1. GENERAL**

This standard tender document has been prepared for use by Kenya National Library Services in the procurement of works (i.e. Buildings and associated Civil Engineering Works)

### **2. INVITATION FOR TENDERS.**

- 1.1 knls invites sealed tenders from eligible candidates for proposed construction of access road and centry box to Kisii library
- 1.2 Interested eligible candidates may obtain further information and inspect the tender documents at knls Headquarters, Buruburu Mumias Road ,Nairobi during normal working hours.

### **3.0 SCOPE OF WORKS**

3.1 The works shall entails -

- **Access road in paving blocks (cabro) finish**
- **Construction of Centry Box**
- **Levelling and spreading ballast.**
- **General drainage works and rehabilitation**
- **Making good all disturbed areas.**

#### **4.0 SITE LOCATION AND SITE VISIT**

4.1 The site is located within Kisii Town. The Tenderer **MUST** visit site and assess the extent of work involved, before submitting the bid. Tenderer will also be required to fill in the site visit certificate form attached to the bids document and come with it to site during site visit so that its stamped and signed by the Employer.

For any further enquiry please contact,

The Director

**Kenya National Library Service**

Mumias Road/Oldonyo Sabuk Road Junction

P.O. Box 30573- 00100

Nairobi, Kenya

**TEL NO.254-20-2725550/1**

**FAX NO. 254-20-2721749**

## INVITATION FOR TENDERS

The Kenya National Library service (knls) invites bids from the interested and eligible **Youth, Women and People with Disabilities** with relevant experience in similar undertakings to submit their bids

TENDER NO.	DESCRIPTION	TENDER COMMENCEMENT DATE	CLOSING DATE
TENDER NO. KNL/HQ/T009/2014-2015	PROPOSED CONSTRUCTION OF ACCESS ROAD AND CENTRY BOX AT KISII PROVINCIAL LIBRARY	9/12/2014	22/12/2014

Bid documents detailing the requirements may be obtained from the Supply Chain Department, The Kenya National Library Service on the 3rd Floor, Mumias Road/Oldonyo Sabuk Road Junction, Buruburu- Nairobi, on normal working days from Monday to Friday, between 8.00am and 5.00pm upon payment of Ksh 1,000.00 or if downloaded from knls website **at no cost**.

Completed bid Documents in plain sealed envelopes clearly marked with the “**Tender No. and Tender Description**” as more particularly described in the bid Documents should be addressed and delivered to:

**The Director  
Kenya National Library Service**

Mumias Road/Oldonyo Sabuk Road Junction

P.O. Box 30573- 00100

Nairobi, Kenya

**TEL NO.254-20-2725550/1**

**FAX NO. 254-20-2721749.**

So as to be received on or before **22<sup>nd</sup> December 2014 at 11.00am** being the bids closing date.

Tenders will be opened promptly after closing and Bidders or their representatives are welcome to witness the opening at the **knls Multimedia Room on 3<sup>rd</sup> Floor**

Save when responding to knls request for a clarification, bidders shall not contact or discuss any aspect of their tender with knls after closing date before receipt of notification of award of tender or letters of regret as applicable. Any such contact shall lead to disqualification.

**TENDER SUBMISSION CHECKLIST**

In addition to meeting other requirements in this tender, the following details should be provided. These will form the basis for technical evaluation.

No.	Item	Tick Where Provided
1	Tender Security – Bank Guarantee or Letters of Credit (All from acceptable and approved locally based Kenyan institutions)	
2	Form of Tender	
3	Copy of Valid Tax Compliance Certificate	
4	Declaration Form	
5	Confidential Business Questionnaire (CBQ)	
6	Copy of PIN Certificate	
7	Copy of Company or Firm's Registration Certificate	
8.	Copy of Certificate from National Treasury –Youth, Women and PWD access to procurement Opportunities Certificate	
9	List of similar projects executed in the past years. Attach completion certificates as documentary proof.	
10	Registration with National Construction Authority(NCA) Class '7' and above (mandatory)	
11	Construction period and the work programme (mandatory)	
12	Particulars of key staff	
13	List of construction plant and equipment to be used in execution of the project	
14	Site visit, certificate	
15	Any other document or item required by the bid Document (The Tenderer shall specify such other documents or items it has submitted)	

**SECTION A:****INSTRUCTIONS TO TENDERERS****CONTENTS PAGE**

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## **INSTRUCTIONS TO TENDERERS**

### **1. General**

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful tenderer will be expected to complete the Works by the Intended Completion Date specified in the bid documents.
- 1.2 All tenderers shall provide the Qualification Information, a statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or has not been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender.
- 1.3 In the event that pre-qualification of potential tenderers has been undertaken, only tenders from pre-qualified tenderers will be considered for award of Contract. These qualified tenderers should submit with their tenders any information updating their original pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission.
- 1.4 Where no pre-qualification of potential tenderers has been done, all tenderers shall include the following information and documents with their tenders:
  - (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the tender to commit the tenderer:
  - (b) Total monetary value of construction work performed for each of the last five years:
  - (c) Experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;
  - (d) Major items of construction equipment proposed to carry out the Contract and an undertaking that they will be available for the Contract.
  - (e) Qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract (Please attach CVs of these personnel)
  - (f) Reports on the financial standing of the tenderer, such authenticated bank statements



- (g) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources); Attach recommendation from your bank on the subject and your company's audited financial statements.
  - (h) Authority to seek further references from the tenderer's bankers;
  - (i) Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and
  - (j) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.
- 1.5 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated:
- (a) The tender shall include all the information listed in clause 1.4 above for each joint venture partner;
  - (b) The tender shall be signed so as to be legally binding on all partners;
  - (c) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (d) One of the partners will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and
  - (e) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 1.6 To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria;
- (a) Annual volume of construction work of at least 1.5 times the estimated annual cash flow for the Contract;
  - (b) Experience as main contractor in the construction of at least two works of a nature and complexity equivalent to the Works over the last 5 years (to comply with this requirement, works cited should be at least 70 percent complete);
  - (c) Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;
  - (d) A Contract manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and

- (e) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 4 months of the estimated payment flow under this Contract.
- 1.7 The figures for each of the partners of a joint venture shall be added together to determine the tenderer's compliance with the minimum qualifying criteria of clause 1.6 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.6 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's tender. Subcontractors' experience and resources will not be taken into account in determining the tenderer's compliance with the qualifying criteria, unless otherwise stated.
- 1.8 Each tenderer shall submit only one tender, either individually or as a partner in a joint venture. A tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the tenderer's participation to be disqualified.
- 1.9 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.10 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.

## 2. Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 2.4.
  - (a) These Instructions to Tenderers
  - (b) Form of Tender and Qualification Information
  - (c) Conditions of Contract
  - (d) Appendix to Conditions of Contract
  - (e) Specifications
  - (f) Drawings
  - (g) Bills of Quantities
  - (h) Forms of Securities
- 2.2 The tenderer shall examine all Instructions, Forms to be filled and Specifications in the tender documents. Failure to furnish all information required by the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderer's risk and may result in rejection of his tender.
- 2.3 A prospective tenderer requiring any clarification of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of

invitation to tender. The Employer will only respond to requests for clarification received earlier than seven days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all tenderers. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders.

### 3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English language.
- 3.2 The tender submitted by the tenderer shall comprise the following:
  - (a) These Instructions to Tenderers, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications;
  - (b) Tender Security;
  - (c) Priced Bill of Quantities;
  - (d) Qualification Information Form and Documents;
  - (e) Alternative offers where invited; and
  - (f) Any other materials required to be completed and submitted by the tenderers.
- 3.3 The tenderer shall fill in rates and prices for **all items of the Works** described in the Bill of Quantities. Items for which no rate or price is entered by the tenderer **will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities**. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause relevant to the Contract, as of 14 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the tenderer.
- 3.4 The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.

- 3.6 Tenders shall remain valid for a period of **90 days** from the date of submission. However in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing.

#### 4. Tender Security

- 4.1 The Tenderer shall furnish, as part of its Tender, a tender security for the amount specified in the Appendix to Instructions to Tenderers.
- 4.2 The tender security shall be either one or a combination of the following:-
- a) an original Bank Guarantee that is strictly in the form and content as prescribed in the Tender Security Form (Bank Guarantee) in the Tender Document.
  - b) Bidders, Standby Letters of Credit (LC). All costs, expenses and charges levied by all banks party to the LC shall be prepaid by the Tenderer. The LC must contain all the mandatory conditions of payment to knls as prescribed in the Tender Security (Letters of Credit) provided in the Tender Document.
- 4.3 The tender security is required to protect knls against the risk of the Tenderer's conduct which would warrant the security's forfeiture
- 4.4 The Tender Security shall be denominated in Kenya Shillings  
The Tender Security shall be valid for thirty (30) days beyond the validity of the tender.
- 4.6 knls shall seek authentication of the Tender Security from the issuing bank. It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from knls. The period for response shall not exceed five (5) days from the date of knls query. Should there be no conclusive response by the bank within this period, such Tenderer's Tender Security may be deemed as invalid and the bid rejected.
- 4.7 Any Tender not secured in accordance with this paragraph will be rejected by knls as non-responsive
- 4.8 The unsuccessful Tenderer's Tender Security will be released as promptly as possible, in any of the following circumstances: -
- a) *the procurement proceedings are terminated*
  - b) *knls determines that none of the submitted Tenders is responsive*
  - c) *a contract for the procurement is entered into*
  - d) *the Tenderer does not qualify for Financial Evaluation*
- 4.9 The successful Tenderer's Tender Security will be released upon the successful Tenderer's signing the contract, and furnishing an authentic Performance Security
- 4.10 The Tender Security shall be forfeited –

- a) *if the Tenderer withdraws its Tender after the deadline for submitting Tenders but before the expiry of the period during which the Tenders must remain valid*
- b) *if the Tenderer rejects a correction of an arithmetic error*
- c) *if the Tenderer fails to enter into a written contract*
- d) *if the successful Tenderer fails to furnish the performance security*
- e) *if the Tenderer fails to extend the validity of the tender security where knls has extended the tender validity period*

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

4.12 The tenderer shall prepare one original of the documents comprising the tender documents of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked “**ORIGINAL**”. In addition, the tenderer shall submit **TWO COPIES** of the tender, in the number specified in the invitation to tender, and clearly marked as “**COPIES**”. In the event of discrepancy between them, the original shall prevail.

4.13 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the tenderer. All pages of the tender where alterations or additions have been made shall be initialled by the person or persons signing the tender.

## 5 Submission of Tenders

5.11 The tenderer shall seal the original and all copies of the tender in **THREE INNER ENVELOPES AND ONE OUTER ENVELOPE**, duly marking the inner envelopes as “**ORIGINAL**” and “**COPIES**” as appropriate. The inner and outer envelopes shall:

- (a) be addressed to the Employer at the address provided in the invitation to tender;
- (b) bear the name and identification number of the Contract as defined in the invitation to tender; and
- (c) Provide a warning not to open before the specified time and date for tender opening.

- 5.12 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender. However, the Employer may extend the deadline for submission of tenders by issuing an amendment in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.
- 5.13 Any tender received after the deadline prescribed will be returned to the tenderer un-opened.
- 5.14 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed. Each tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered with the outer and inner envelopes additionally marked "**MODIFICATION**" and "**WITHDRAWAL**", as appropriate. No tender may be modified after the deadline for submission of tenders.
- 5.15 Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended may result in the forfeiture of the Tender Security
- 5.16 Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications be included in the original tender submission.

## 6 Tender Opening and Evaluation

- 6.11 The tenders will be opened by the Employer, including modifications made pursuant to Clause 4.4, in the presence of the tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender. Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Tenderers' and Employer's representatives who are present during the opening shall sign a register evidencing their attendance.
- 6.12 The tenderers' names, the tender prices, the total amount of each tender and of any alternative tender (if alternatives have been requested or permitted), any discounts, tender modifications and withdrawals, the presence or absence of Tender Security, and such other details as may be considered appropriate, will be announced by the Employer at the opening. Minutes of the tender opening, including the information disclosed to those present will be prepared by the Employer.
- 6.13 Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of Contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 6.14 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the price or substance of the tender shall be sought, offered, or

permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders

- 6.15 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (a) meets the eligibility criteria (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

## SECTION VI - SUMMARY OF EVALUATION PROCESS

*Evaluation of duly submitted tenders will be conducted along the following three main stages: -*

### **6.1 Part 1 - Preliminary Evaluation. These are mandatory requirements.**

6.1.1 *This shall include confirmation of the following: -*

6.1.1.1 Submission of Tender Security- Checking its validity, whether it is Original; whether it is strictly in the format required in accordance with the sample Tender Security Form(s).

6.1.1.2 Submission of Declaration Form(s) duly completed and signed.

6.1.1.3 Submission and considering Tender Form duly completed and signed.

6.1.1.4 Submission and considering the following:-

- a. Copy of the PIN Certificate.
- b. Copy of the Company or Firm's Registration Certificate.
- c. Valid Tax Compliance Certificate.
- d. Copy of the Youth, Women and PWD Certificate from National Treasury
- e. Site visit, certificate

6.1.1.5 That the Tender is valid for the period required.

6.1.1.6 Submission and considering that the required number of sets (original and copies) of Tender.

6.1.1.7 Submission and considering the Confidential Business Questionnaire:-

- a) Is fully filled.
- b) That details correspond to the related information in the bid.

6.1.3 Record of unsatisfactory or default in performance obligations in any contract shall be considered. This shall include any tenderer with unresolved case(s) in its performance obligations for more than two (2) months in any contract.

6.1.4 *Notwithstanding the above, considering any outstanding orders where applicable and the production capacity indicated by the Tenderer.*

*Tenders will proceed to the Technical Stage only if they qualify in compliance with Part 1 above, Preliminary Evaluation.*

### **6.2 Part II - Technical Evaluation. It will include the following stages: -**

6.2.1.1 Registration NCA Class 4 and above (mandatory)

6.2.1.2 Construction period and the work programme for the time frame given (mandatory)

6.2.1.3 List of projects executed in the past years/months. Attach completion certificates as



Documentary proof.

#### 6.2.1.4 Particulars of key staff

#### 6.2.1.5 List of construction plant and equipment to be used in execution of the project

ITEM		DESCRIPTION	POINT SCORE SCALE
1.		<b>FINANCIAL CAPACITY</b>	<b>MAX 20</b>
	a.	Financial statements	0-4
	b.	Cash Flow statements	0-4
	c.	Financial position/Ratios	0-5
	d.	Turnover	0-7
2.		<b>EXPERIENCE</b>	<b>MAX 20</b>
	a.	General Experience	0-10
	b.	Specific experience in related works	0-10
3.		<b>CURRENT COMMITMENTS/LIST OF PROJECTS</b>	<b>MAX 10</b>
	a.	On-going works	0 or 10
4.		<b>KEY PERSONNEL</b>	<b>Max 23</b>
	a.	Lead Staff	0-6
	b.	Site Agent	0-8
	c.	Surveyor	0-5
	d.	Foreman	0-4
5.		<b>PLANT AND EQUIPMENT</b>	<b>MAX 15</b>
6.		<b>WORK METHODOLOGY</b>	<b>0 OR 5;Max 5</b>
7.		<b>LITIGATION HISTORY</b>	<b>0 OR 2;MAX 2</b>
8.		<b>COUNTY BASED</b>	<b>0 OR 5;MAX 5</b>

*To qualify for next stage i.e. financial stage the bidder is required to have 70 % and above.*

*(The cut mark will be 70%)*

### 6.3 Part III – Financial Evaluation.

#### 6.3.1 This will include the following: -

- a) Confirmation of the authenticity and sufficiency of the submitted Tender Security.
- b) Confirmation of and considering Bill of Quantities duly completed and signed.
- d) Checking submission of audited financial statements required

#### 6.3.1.2 Correction of arithmetical errors,

#### 6.3.1.3 Taking into account the cost of any deviation(s) from the tender requirements,

6.3.1.4 *Ascertaining the financial capability through Last Financial Year's audited financial statement/Bank statements of accounts which statements should conform to International Accounting Standards One (IAS 1 which includes that the turnover in the last Financial Year be at least two (2) times the total tender value.*

6.3.1.5 *Considering information submitted in the Confidential Business Questionnaire against other information in the bid including:-*

- a) *Declared maximum value of business*
- b) *Shareholding for reservations*

**\*NOTES: -**

1. Total tender value means the Tenderer's total tender price inclusive of Value Added Tax (V.A.T) for the goods it offers to supply.
2. For companies or firms that are registered or incorporated within the last one calendar year of the Date of the Tender Document, they should submit certified copies of bank statements covering a period of at least six months prior to the date of the bid document. The copies should be certified by the Bank issuing the statements. The certification should be original.

The Successful Tenderer shall be the one with the highest evaluated price. And the price of incidental services, the following factors, in the manner and to the extent indicated in paragraph 5.7 and in the technical specifications:

- (a) Construction program as per the tenderer's bar chart.

6.16 Pursuant to paragraph 5.6, the following evaluation method will be applied to determine winning tenderer's capability to implement a project of this magnitude:

- a) **Construction Period**  
The Employer requires that the works shall be carried out as specified in the construction program. Tenderers giving unrealistic programs will be treated as non-responsive. The construction program for execution and completion of the works within the period offered in the tender shall indicate the principal construction activities.
- b) **Previous Experience**  
The Employer requires that the tenderer submits a list of projects of similar magnitude completed in in the past five years/months. Tenderer to attach completion certificates on the letterhead of the clients signed by a senior officer, as documentary evidence. The contact telephone for the signing officer must be indicated for purposes of authenticating the information provided.
- c) **List of Construction Plant and Equipment**

The Employer requires that the tenderer submit a list of construction plant and equipment owned by the tenderer.

**d) Registration with the National Construction authority**

The Employer requires that the tenderer should be registered with The NCA Class '4' and above.

**e) Particulars of Staff**

The tenderer shall submit particulars of the supervisors he would employ on the works giving details of their qualifications and experience and state whether or not they would be employed exclusively on the works.

**f) Site visit certificate**

The tenderer must visit site and assess the extent of work involved, before Submitting the tender.

6.17 If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

6.18 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:

- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.
- (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected Builder's Work (i.e. Corrected tender sum less P.C. and Provisional Sums)
- (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
- (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the

corrected amount, the tender may be rejected and the Tender Security may be forfeited.

6.19 The Employer will evaluate and compare only the tenders determined to be substantially responsive

6.20 In evaluating the tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:

- (a) Making any correction for errors
  - (b) Excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Dayworks where priced competitively.
  - (c) Making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted; and
  - (d) Making appropriate adjustments to reflect discounts or other price modifications offered
- 6.21 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in tender evaluation.

6.22 The tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

6.23 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a non-indigenous sub-contractor.

## **7. Award of Contract**

- 7.1 The award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be (a) eligible, and (b) qualified
- 7.2 The Employer reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.
- 7.3 The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification

(hereinafter and in all Contract documents called the “Letter of Acceptance”) will state the sum (hereinafter and in all Contract documents called the “Contract Price”) that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract.

The notification of award will constitute the formation of the Contract, subject to the tenderer furnishing the Performance Security in accordance with Clause 6.6 and signing the Agreement in accordance with Clause 6.4.

- 7.4 The Agreement will incorporate all agreements between the Employer and the successful tenderer. It will be signed by the Procuring Entity and sent to the successful tenderer, within 7 days following the notification of award. Within 7 days of receipt the successful tenderer will sign the Agreement and return it to the Employer.
- 7.5 Within 14 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in the amount stipulated in the Appendix to Conditions of Contract and in the form stipulated in the Tender documents. The Performance Security shall be in the form of a Bank Guarantee, and shall be issued at the tenderer's option, by a reputable bank located in Kenya and acceptable to the Employer.
- 7.6 Failure of the successful tenderer to comply with the requirements of clause 6.5 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.
- 7.7 Upon the furnishing by the successful tenderer of the Performance Security, the Employer will promptly notify the other tenderers that their tenders have been unsuccessful.

## SECTION B:

### GENERAL CONDITIONS OF CONTRACT

#### 1. Definitions

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

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

**1.2 “Compensation Events”** are those defined in Clause 24 hereunder.

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

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

**1.5 “The Contractor”** refers to the person or corporate body who's tender to carry out the Works has been accepted by the Employer.

**1.6 “The Contractor's Tender”** is the completed tendering document submitted by the Contractor to the Employer.

**1.7 “The Contract Price”** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**1.8 “Days”** are calendar days; **“Months”** are calendar months.

**1.9 “A Defect”** is any part of the Works not completed in accordance with the Contract.

**1.10 “The Defects Liability Certificate”** is the certificate issued by Project Manager upon correction of defects by the Contractor.

**1.11 “The Defects Liability Period”** is the period named in the Contract Data and calculated from the Completion Date.

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

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

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

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

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

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

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

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

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

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

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

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

**1.24“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.

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

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

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

## **2 Interpretation**

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

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

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

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

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

## **3 Language and Law**

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

## **4 Project Manager's Decisions**

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

## **5 Delegation**

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



**6 Communications**

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

**7 Subcontracting**

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

**8 Other Contractors**

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

**9 Personnel**

9.1 The Contractor shall employ the key personnel named in the Qualification Information, to carry out the functions stated in the said Information or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Qualification Information. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Work in the Contract.

**10 Works**

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

**11 Safety and Temporary Works**

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

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

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

11.4 “Electrical Safety Officer” Shall mean a competent person and holder of required authorisation from KPLC

11.5 “Competent Person” shall mean a person who has sufficient technical knowledge or experience to enable him/her to avoid danger and is considered competent to carry out work on electrical equipment and to supervise others under his control.

## 12 ENGAGEMENT OF LABOUR

The Contractor shall provide on the site in connection with the execution and completion of the works and remedying of any defects therein;

- a) Only such technical assistants as are skilled and experienced in their respective callings , and such foreman , and leading hands as are competent to give proper superintendence of the works , and
- b) Such skilled , semi-skilled and unskilled labour as is necessary for the proper and timely fulfilling of the Contractors obligations under the contract.

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all labour and for their payment, housing, feeding and transport (All the general welfare needs of his employees).

The contractor shall not engage an individual who, at the time of engagement shall be an employee of the employer. A breach of this instruction shall mean automatic disqualification of the contractor from the List of contractors.

**c) It is mandatory that any working party shall be under the supervision of an electrical safety officer**

## 13. Discoveries

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

## 14. Work Program

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

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

**14. Possession of Site**

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

**15. Access to Site**

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

**16. Instructions**

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

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

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

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

**18. Management Meetings**

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

**19. Early Warning**

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

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

## **20. Defects**

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

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

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

## **21. Bills Of Quantities**

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

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

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

## **22. Variations**

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

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

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

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

- 23.1 The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.
- 23.2 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed; materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.
- 23.3 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate.
- 23.4 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest

shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

23.5 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

23.6 The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of any changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.

23.7 In the event that an advance payment is granted, the following shall apply:-

- a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.
- b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.
- c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

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

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

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

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

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

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

## 24. Compensation Events

24.1 The following issues shall constitute Compensation Events:

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

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

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

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

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

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

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

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

## **25. Price Adjustment**

25.1 The Project Manager shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.

25.2 The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by



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

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

- (i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
- (ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.
- (iii) No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

25.4 The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the basic prices of materials to be permanently incorporated in the Works as determined by the J.B.C. and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.

25.5 Upon the J.B.C. determining that any of the said basic prices are increased or decreased then the Contract Price shall be increased or decreased by the amount to be assessed by the Project Manager based upon the difference between the price set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of the relevant materials which have not been taken into account in arriving at the amount of any interim certificate under clause 23 of these Conditions issued before the date of publication of such increase or decrease.

25.6 No adjustment shall be made in respect of changes in basic prices of materials which occur after the date for Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

25.7 The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of any materials included in the schedule of basic rates.

## **26. Retention**

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

## **27. Liquidated Damages**

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

27.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

## **28. Securities**

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

## **29. Dayworks**

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

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

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

## **30. Liability and Insurance**

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

- (a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to;
  - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
  - (ii) negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.

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

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

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

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

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

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

30.4 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums

from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

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

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

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

### **32 Final Account**

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

### **33 Termination**

33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

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

(f) the Contractor does not maintain a security, which is required.

33.2 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Clause 33.1 above, the Project Manager shall decide whether the breach is fundamental or not.

33.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

33.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

### **34 Payment Upon Termination**

34.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the Work done and materials ordered and delivered to Site up to the date of the issue of the certificate. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor.

34.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works.

34.3 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on the Site, plant, equipment and temporary works.

34.4 The Contractor shall, during the execution or after the completion of the Works under this clause remove from the Site as and when required, within such reasonable time as the Project Manager may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to or hired by him, and in default the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

Until after completion of the Works under this clause the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts thereof the Project Manager shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

### 35 Release from Performance

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

### 36 Corrupt gifts and payments of commission

The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Employer.
- (b) Enter into this or any other contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

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

### 37 Settlement Of Disputes

37.1 In case any dispute or difference shall arise between the Employer or the Project Manager on his behalf and the Contractor, either during the progress or after the completion or termination of the Works, such dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman or Vice Chairman of any of the following professional institutions;

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

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

- 37.1 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.
- 37.2 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 37.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 37.4 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:
- 37.4.1 The appointment of a replacement Project Manager upon the said person ceasing to act.
  - 37.4.2 Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions
  - 37.4.3 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
  - 37.4.4 Any dispute or difference arising in respect of war risks or war damage.
- 37.5 All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.
- 37.6 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 37.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

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



**SECTION C:**

**APPENDIX TO CONDITIONS OF CONTRACT**

**PROCURING ENTITY IS:**

Name: **KENYA NATIONAL LIBRARY SERVICE BOARD**

Address: **P.O. BOX 30573-00100, NAIROBI.**

Name of Authorised Representative: **DIRECTOR**

Telephone: **+254-020-2721749**

The Project Manager is: **MINISTRY OF TRANSPORT, INFRASTRUCTURE AND PUBLIC WORKS-KISII COUNTY**

The name (and identification number) of the Contract is **PROPOSED CONSTRUCTION OF ACCESS ROAD AND CENTRY BOX AT KISII LIBRARY (CIVIL WORKS) TENDER NUMBER KNL/HQ/T009/2014-2015**

The Works consist of: as described in introduction

The Start Date shall be **AGREED WITH THE PROJECT MANAGER.**

The Intended Completion Date for the whole of the Works shall be

**AGREED WITH THE PROJECT MANAGER**

The following documents also form part of the Contract:

**AS LISTED**

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

**The Site is located at Kisii Town**

The Defects Liability period is **6 MONTHS.**

The minimum insurance covers shall be;

1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design in each site is; Kshs 500,000.00
2. The minimum cover for loss or damage to Equipment is; **NIL**

The following events shall also be Compensation Events:

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

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

The period between Program updates is **30** days.

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

The proportion of payments retained is 10% percent.

The Price Adjustment Clause **SHALL NOT** apply.

**The Contractor shall pay liquidated damages to the rate of 0.5% of the cost of the delayed works per day up to a maximum deduction of 10% of the value of the delayed works. After this the Employer shall have an option for termination of the contract.**

The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price **10 percent (%)**.

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

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

Advance Payment **MAY** be granted.

Prices for **V.A.T should not be** included in the unit prices of billed items and should be given as a percentage at the **GRAND SUMMARY PAGE**.

The Bidder should submit **ONLY ONE (1 NO.) ORIGINAL COPY** of the Bills of Quantities and Two (2No.) copies as indicated in Clause 4.1 of the Instruction To Tenderers.

1.	<b>Price of Tender Document</b>	<i>The price of the Tender Document is nil</i>
----	---------------------------------	--

2.	<b>Documentary evidence of financial capability</b>	<i>*Last Financial Year's audited financial statements and *Last Financial Year's Annual Tax Returns. Financial statements for five months</i>
3.	<b>Tender Security</b>	<i>Tender Security is 1% of total tender price.</i>
4.	<b>Performance Security</b>	<i>Performance Security is 10% of the total contract price.</i>

**SECTION D:**

**DRAWINGS**

**No Drawings**

## **SECTION E:**

### **STANDARD FORMS**

#### **STANDARD FORMS**

- (i) Form of Tender
- (ii) Form of Agreement
- (iii) Letter of Acceptance
- (iv) Form of Tender Security
- (v) Performance Bank Guarantee
- (vi) Qualification Information
- (vii) Tender Questionnaire
- (viii) Confidential Business Questionnaire
- (ix) Details of Sub-Contractors
- (x) Tender Submission Schedule

## TENDER FORM

Date:

Tender No.

**To: The Director**

The Kenya National Library Services

Mumias Road/OldonyoSabuk Road Junction,

P.O Box 30573– 00100,

Nairobi, Kenya.

Ladies and Gentlemen,

1. Having read, examined and understood the Tender Document including all Addenda, the receipt of which is hereby duly acknowledged, we, the undersigned Tenderer, offer to supply, deliver, install and commission *(the latter two where applicable)* ..... *(insert goods description)* in accordance and conformity with the said tender document and in particular the Schedule of Prices that are made part of this Tender.
2. We undertake, if our Tender is accepted, to deliver, install and commission the goods in accordance with the delivery schedule specified in the Schedule of Requirements.
3. If our Tender is accepted, we will obtain the performance security of a licensed commercial bank in Kenya in a sum equivalent to ten percent (10%) of the contract price for the due performance of the contract, in the form(s) prescribed by The Kenya National Library Service
- 4.\* We agree to abide by this Tender for a **period of.....days (Tenderer please indicate validity of your tender)** from the date fixed for tender opening as per the Tender Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. This Tender, together with your written acceptance thereof and your notification of award, shall not constitute a contract, between us. The contract shall be formed between us when both parties duly sign the written contract.
6. We understand that you are not bound to accept any Tender you may receive.

Yours sincerely,

---

Name of Tenderer

---

Signature of duly authorised person signing the Tender

---

Name and Capacity of duly authorised person signing the Tender

---

Stamp or Seal of Tenderer

**NOTES:**

1. knls requires a validity period of at least ninety (90) days.
2. This form must be duly signed, stamped and/or sealed.

**CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

All Tenderers are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) whichever applies to your type of business. Tenderers are advised that it is a serious offence to give false information on this form.

**Part 1 – General**

**Business Name**.....

**Location of business premises**.....

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

Postal Address ..... Postal Code .....

Tel No.....

Facsimile.....

Mobile No.....

E-mail:.....

Nature of your business .....

Registration Certificate No.....

Maximum value of business which you can handle at any time KSh.....

Name of your Bankers .....Branch... ..

**\*Names of Tenderer's contact person(s)** .....

Designation/ capacity of the Tenderer's contact person(s) .....

Address, Tel, Fax and E-mail of the Tenderer's contact person(s) .....

.....

.....



## Part 2 (a) Sole Proprietor

Your name in full .....

Nationality .....Country of origin .....

## Part 2 (b) Partnership

Give details of partners as follows: -

Names	Nationality	Shares (%)
1.....		
2.....		
3.....		
4.....		
5.....		

## Part 2 (c) Registered Company

Private or Public .....

State the nominal and issued capital of company-

\*Nominal in KSh. ....

\*Total Issued KSh. ....

Give details of all directors as follows

Name	Nationality	Shares (%)
1.....		
2.....		
3.....		
4.....		
5.....		

Name of duly authorized person to sign for and on behalf of the Tenderer .....

Capacity of the duly authorized person.....

Signature of the duly authorized person.....

**\*NOTES TO THE TENDERERS ON THE QUESTIONNAIRE**

1. *The address and contact person of the Tenderer provided above shall at all times be used for purposes of this tender.*
2. *The details on this Form are essential and compulsory for all Tenderers. **Failure to provide all the information requested shall lead to the Tenderer's disqualification.***

**TENDER SECURITY FORM – (BANK GUARANTEE)****(To Be Submitted On Bank's Letterhead)****Date:****To: The Director**

The Kenya National Library Services Board

Mumias Road/Oldonyo Sabuk Road Junction,

P.O Box 30573– 00100,

Nairobi, Kenya.

**WHEREAS** ..... (name of the Tenderer) (hereinafter called "the Tenderer") has submitted its Tender dated ..... for the supply, installation and commissioning of ..... (please insert knls RFQ no. and name) (hereinafter called "the Tender");

**KNOW ALL PEOPLE** by these presents that **WE** ..... of ..... having our registered office at ..... (hereinafter called "the Bank"), are bound unto Kenya National Library Service (hereinafter called "knls" which expression shall where the context so admits include its successors-in-title and assigns) in the sum of ..... for which payment well and truly to be made to the said knls, the Bank binds itself, its successors, and assignees by these presents.

We undertake to pay you, upon your first written demand declaring the Tenderer to be in breach of the tender requirements and without cavil or argument, the entire sum of this guarantee being ..... (amount of guarantee) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

This guarantee is valid until the ..... day of ..... 20.....

EITHER

**SEALED with the** )  
**COMMON SEAL** )

of the said **BANK** ) \_\_\_\_\_  
 this .....day ) **BANK SEAL**  
 of .....20.... )  
 )  
 in the presence of :- )  
 )  
 \_\_\_\_\_ )  
 )  
 and in the presence of:- )  
 )  
 \_\_\_\_\_ )

OR

**SIGNED** by the **DULY AUTHORISED**  
**REPRESENTATIVE(S)/ ATTORNEY(S)** of  
 the **BANK**

\_\_\_\_\_  
 Name(s) and Capacity (ies) of duly authorised representative(s)/ attorney(s) of the Bank

\_\_\_\_\_  
 Signature(s) of the duly authorised person(s)

### **NOTES TO TENDERERS AND BANKS**

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Tender Security to be furnished by the Tenderer. If any are made, the Tender Security shall not be accepted and shall be rejected by knls. For the avoidance of doubt, such rejection will be treated as non-submission of the Tender Security where such Security is required in the tender.*
2. *It is the responsibility of the Tenderer to sensitize its issuing bank on the need to respond directly and expeditiously to queries from knls. The period for response shall not exceed five (5) days from the date of knls query. Should there be no conclusive response by the Bank within this period, such Tenderer's Tender Security shall be deemed as invalid and the bid rejected.*
3. *The Tender validity period is ninety (90) days as set out in the Invitation to*

*Tender (at Section I of the Tender document) or as otherwise may be extended by KNLS. Therefore the Tender Security must at all times be valid for at least 30 days beyond the tender validity period.*

## **DECLARATION FORM**

Date \_\_\_\_\_

### **To: The Director**

The Kenya National Library Services Board

Mumias Road/Oldonyo Sabuk Road Junction,

P.O Box 30573– 00100,

Nairobi, Kenya.

Ladies and Gentlemen,

The Tenderer i.e. (full name and complete physical and postal address) \_\_\_\_\_

\_\_\_\_\_ declare the following: -

- a) That I/ We have not been debarred from participating in public procurement by any body, institution or person.
- b) That I/ We have not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement anywhere.
- c) That I/We or any director of the firm or company is not a person within the meaning of paragraph 3.2 of ITT (Eligible Tenderers) of the Instruction to Bidders.

Yours sincerely,

\_\_\_\_\_  
Name of Tenderer

\_\_\_\_\_  
Signature of duly authorised person signing the Tender

\_\_\_\_\_  
Name and Capacity of duly authorised person signing the Tender

\_\_\_\_\_  
Stamp or Seal of Tenderer

**DRAFT LETTER OF NOTIFICATION OF AWARD**

To: ***(Name and full address of the Successful Tenderer)***.....

Date:.....

Dear Sirs/ Madams,

RE: NOTIFICATION OF AWARD OF TENDER NO. ....

We refer to your Tender dated..... and are pleased to inform you that following evaluation, your Tender has been accepted as follows: -

.....  
.....

This notification does not constitute a contract. The formal Contract Agreement, which is enclosed herewith shall be entered into upon expiry of seven (7) days from the date hereof but not later than thirty (30) days after expiry of tender validity pursuant to the provisions of the Public Procurement and Disposal Act, 2005 *(or as may be amended from time to time or replaced)*.

Kindly sign, and seal the Contract Agreement. Further, initial and stamp on all pages of the documents forming the Contract that are forwarded to you with this letter. Thereafter return the signed and sealed Contract together with the documents to us within seven (7) days of the date hereof for our further action.

We take this opportunity to remind you to again note and strictly comply with the provisions as regards the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

We look forward to a cordial and mutually beneficial business relationship.

Yours faithfully,

**FOR: THE KENYA NATIONAL LIBRARY SERVICE**

Enclosures

**DRAFT LETTER OF NOTIFICATION OF REGRET**To: **(Name and full address of the Unsuccessful Tenderer)**.....

Date:

Dear Sirs/ Madams,

RE: NOTIFICATION OF REGRET IN RESPECT OF TENDER NO. ....

We refer to your Tender dated..... and regret to inform you that following evaluation, your Tender is unsuccessful. It is therefore not accepted. The brief reasons are as follows:-

1. ....
2. ....
3. .... etc...

The successful bidder was .....

However, this notification does not reduce the validity period of your Tender Security. In this regard, we request you to relook at the provisions regarding the Tender Security, Signing of Contract and Performance Security as stated in the Instructions to Tenderers.

You may collect the tender security from our *Supply Chain Department*), on the 3<sup>rd</sup> floor, Mumias Road/Oldonyo Sabuk Road Junction, Buru Buru, Nairobi. It is expected that by that time knls and the successful bidder will have entered into a contract pursuant to the Public Procurement and Disposal Act, 2005 (or as may be amended from time to time or replaced). When collecting the Security, you will be required to produce the original of this letter.

We thank you for the interest shown in participating in this process and wish you well in all your future endeavours.

Yours faithfully,

**FOR: KENYA NATIONAL LIBRARY SERVICE**



**CONTRACT AGREEMENT FORM**

**THIS AGREEMENT** made this.....day of.....20.... **BETWEEN THE KENYA NATIONAL LIBRARY SERVICE, Kenya National Library Service Board** is a State Corporation under Ministry of Sports, Culture and the Arts Culture. The Current Act mandates the board to promote, establish, equip manage maintain and develop libraries in Kenya. The Act gives the board responsibility to manage both the National Library of Kenya and the Public Library system with its registered office situated at Mumias Road/Oldonyo Sabuk Road Junction, Buruburu Nairobi in the Republic of Kenya and of Post Office Box Number 30573-00100, Nairobi in the Republic aforesaid (*hereinafter referred to as the “knls”*) of the one part,

**AND**

..... (***Supplier’s full name and principal place of business***) a duly registered entity according to the laws of **Kenya** and of Post Office Box Number.....(***full address of Supplier***) in the Republic aforesaid, (*hereinafter referred to as the “Supplier”*) of the other part;

**WHEREAS** knls invited tenders for certain goods, that is to say for .....(***knls insert description of goods***) under Tender Number..... (***knls insert RFQ number***)

**AND WHEREAS** knls has accepted the Tender by the Supplier for the goods in the sum of .....(***knls specify the total amount in words which should include any payable taxes, duties and insurance where applicable e.g. Value Added Tax***) (*hereinafter called “the Contract Price”*).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -**

1. *In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract and the Tender Document.*
2. Unless the context or express provision otherwise requires: -
  - a) reference to “this Agreement” includes its recitals, any schedules and documents mentioned hereunder and any reference to this Agreement or to any other document includes a reference to the other document as varied supplemented and or replaced in any manner from time to time.
  - b) any reference to any Act shall include any statutory extension, amendment, modification, re-amendment or replacement of such Act and any rule, regulation or order made there-under.
  - c) words importing the masculine gender only, include the feminine gender

or (as the case may be) the neutral gender.

- d) words importing the singular number only include the plural number and vice-versa and where there are two or more persons included in the expression the “Supplier” the covenants, agreements obligations expressed to be made or performed by the Supplier shall be deemed to be made or performed by such persons jointly and severally.
  - e) where there are two or more persons included in the expression the “Supplier” any act default or omission by the Supplier shall be deemed to be an act default or omission by any one or more of such persons.
3. *In consideration of the payment to be made by knls to the Supplier as hereinafter mentioned, the Supplier hereby covenants with knls to supply the goods and remedy any defects thereon in conformity in all respects with the provisions of the Contract.*
  4. *knls hereby covenants to pay the Supplier in consideration of the proper supply of the goods 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.*
  5. *The following documents shall constitute the Contract between knls and the Supplier and each shall be read and construed as an integral part of the Contract: -*
    - a) *this Contract Agreement*
    - b) *the Special Conditions of Contract as per the Tender Document*
    - c) *the General Conditions of Contract as per the Tender Document*
    - d) *the Price Schedules submitted by the Supplier and agreed upon with knls*
    - e) *the Technical Specifications as per knls Tender Document*
    - f) *the Schedule of Requirements*
    - g) *knls Notification of Award dated.....*
    - h) *the Tender Form signed by the Supplier*
    - i) *the Declaration Form signed by the Supplier/ successful Tenderer*
    - j) *the Warranty*
  6. *In the event of any ambiguity or conflict between the contract documents listed above, the order of precedence shall be the order in which the contract documents are listed in 5 above except where otherwise mutually agreed in writing.*
  7. *The Commencement Date shall be the working day immediately following the fulfillment of all the following: -*
    - a) *Execution of this Contract Agreement by knls and the Supplier.*
    - b) *Issuance of the Performance Bond by the Supplier and confirmation of its Authenticity by knls.*

- c) Issuance of the Official Order by knls to the Supplier.
  - d) Where applicable, Opening of the Letter of Credit by knls.
8. The period of contract validity shall begin from the Commencement date and end on -
- a) sixty (60) days after the last date of the agreed delivery schedule, or,
  - b) where a Letter of Credit is adopted as a method of payment, sixty (60) days after the expiry date of the Letter of Credit or the expiry date of the last of any such opened Letter of Credit whichever is later.
- Provided that the expiry period of the Warranty shall be as prescribed and further provided that the Warranty shall survive the expiry of the contract.*
9. *It shall be the responsibility of the Supplier to ensure that its Performance Security is valid at all times during the period of contract validity and further is in the full amount as contracted.*
10. *Any amendment, change, addition, deletion or variation howsoever to this Contract shall only be valid and effective where expressed in writing and signed by both parties.*
11. *No failure or delay to exercise any power, right or remedy by Knls shall operate as a waiver of that right, power or remedy and no single or partial exercise of any other right, power or remedy shall operate as a complete waiver of that other right, power or remedy.*
12. *Notwithstanding proper completion of delivery or parts thereof, all the provisions of this Contract shall continue in full force and effect to the extent that any of them remain to be implemented or performed unless otherwise expressly agreed upon by both parties.*
13. *Any notice required to be given in writing to any Party herein shall be deemed to have been sufficiently served, if where delivered personally, one day after such delivery; notices by electronic mail and facsimile shall be deemed to be served one day after the date of such transmission and delivery respectively (and proof of service shall be by way of confirmation report of such transmission and or delivery), notices sent by post shall be deemed served seven (7) days after posting by registered post (and proof of posting shall be proof of service), notices sent by*
- courier shall be deemed served two (2) days after such receipt by the courier service for Local (Kenyan) Suppliers and five (5) days for Foreign Suppliers.*
14. *For the purposes of Notices, the address of knls shall be The Director, The Kenya National Library Service, Mumias Road/Oldonyo sabuk Road Junction, Post Office Box Number 30573–00100, Nairobi, Kenya,. The address for the Supplier shall be the Supplier's address as stated by it in the Confidential Business Questionnaire provided in the Tender Document.*

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya the day and year first above written.

**SIGNED FOR** and on **BEHALF**  
of **knls**

\_\_\_\_\_  
THE DIRECTOR

**SEALED** with the **COMMON SEAL**  
of the **SUPPLIER**  
in the presence of:-

\_\_\_\_\_  
DIRECTOR

\_\_\_\_\_  
Affix Supplier's Seal here

\_\_\_\_\_  
DIRECTOR'S FULL NAMES

and in the presence of:-

\_\_\_\_\_  
DIRECTOR/ COMPANY SECRETARY

\_\_\_\_\_  
DIRECTOR/ COMPANY SECRETARY'S FULL NAMES

\*OR

**SIGNED BY** and on **BEHALF**  
of the **SUPPLIER**

\_\_\_\_\_  
SIGNATURE OF THE SUPPLIER

\_\_\_\_\_

FULL NAMES OF THE SUPPLIER

**\*NOTES TO THE SUPPLIER**

1. *Please note that the alternative is applicable IF AND ONLY IF the Supplier is not a registered company but has tendered, and, is trading as a sole proprietor or a partnership as provided in the Confidential Business Questionnaire or is registered as a business name.*
2. *In all other cases, the Supplier is required to execute the contract as first provided.*

**1. PLUMBING AND DRAINAGE WORKS**

**2. ELECTRICAL WORKS**

The minimum insurance covers shall be

1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractors faulty design is \_\_\_\_\_NIL”\_\_\_\_\_Kenya Shillings
2. The minimum cover for loss or damage to Equipment is \_\_\_\_\_NIL”\_\_\_\_\_Kenya Shillings
3. The minimum for insurance of other property is **500,000.00-** Kenya Shillings
4. The minimum cover for personal injury or death insurance
  - For the Contractors employees is **500,000.00 Kenya** Shillings
  - And for other people is **1,000/000.00\_Kenya** Shillings

The following events shall also be Compensation Events:

**1. NON OTHER THAN AS DEFINED IN THE CONDITIONS OF CONTRACT**

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

The period between Program updates is **14** days

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

The proportion of payments retained is **10** percent of the contract sum.

The Price Adjustment Clause;

**SHALL NOT APPLY**

The liquidated damages for the whole of the Works is Kshs. **10,000.00(Per week)**

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

## FORM OF TENDER SECURITY

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

..... (*name of Contract*)

JMOW ALL PEOPLE by these presents that WE..... Having our registered office at..... hereinafter called the Bank), are bound unto ..... (hereinafter called the Employer) in the sum of Kshs. .... for which payment well and truly to be made to the said Employer, the Bank binds itself, as successors and assigns by these presents sealed with the common seal of the said Bank this ..... day of 20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity.....specified in the instruction to tenders

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

(a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required, or

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

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

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

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

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

\_\_\_\_\_  
Witness

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

**SITE CERTIFICATE FORM****CONTRACTOR/CONTRACTOR'S REPRESENTATIVE SITE VISIT CERTIFICATE- TENDER NO KNL/HQ/T009/2014-2015, FOR THE PROPOSED CIVIL WORKS AT KISII LIBRARY**

1. This is to certify that I ,.....  
 (Name of tenderer or his representative) of the firm  
 In the company of.....  
 knls representative conducting the site visit) visited the site in connection with the tender for the above mentioned project.

2. Having previously studied the tender documents, I have carefully examined the site.

3. I have made myself familiar with the local conditions likely to influence the works and the cost thereof.

I further certify that I am satisfied with the description of the works and the explanations given by the knls representative and that I understand perfectly the works to be done as specified and implied in the execution of the contract.

Signed.....

Date.....

Name.....(Tenderer or his representative)

Signed and stamped.....

Date,.....

Name,.....S/No.....  
 (The Kenya Power and Lighting Company Ltd, representative conducting the site visit)

**PERFORMANCE SECURITY FORM (BANK GUARANTEE)****(To Be Submitted On Bank's Letterhead)****Date:****To:THE DIRECTOR**

The Kenya National Library Services Board

Mumias Road/OldonyoSabuk Road Junction,

P.O Box 30573– 00100,

Nairobi, Kenya.

**WHEREAS**.....(hereinafter called “the Supplier”) has undertaken, in pursuance of your Tender Number.....(reference number of the Tender) and its Tender dated .....(insert Supplier's date of Tender taken from the Tender Form) to supply .....(description of the goods) (hereinafter called “the Contract”);

**AND WHEREAS** it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by an acceptable bank for the sum specified therein as security for compliance of the Supplier's performance obligations in accordance with the Contract;

**AND WHEREAS** we have agreed to give the Supplier a guarantee;

**THEREFORE WE HEREBY AFFIRM** that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of..... (amount of the guarantee in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of ..... (amount of guarantee) as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the .....day of.....20....

**EITHER**

**SEALED** with the  
**COMMON SEAL**  
of the said **BANK**

this .....day

of .....20.... )

)  
)  
)  
)  
)  
)  
)

\_\_\_\_\_  
**BANK SEAL**



in the presence of :- )

)

)

)

and in the presence of:- )

)

)

OR

**SIGNED** by the **DULY AUTHORISED REPRESENTATIVE(S)/ ATTORNEY(S)** of the **BANK**

\_\_\_\_\_  
Name(s) and Capacity (ies) of duly authorised representative(s)/ attorney(s) of the Bank

\_\_\_\_\_  
Signature(s) of the duly authorised person(s)

### **NOTES TO SUPPLIERS AND BANKS**

1. *Please note that no material additions, deletions or alterations regarding the contents of this Form shall be made to the Performance Security Bond (the Bond) to be furnished by the successful Tenderer/ Supplier. If any are made, the Bond may not be accepted and shall be rejected by knls. For the avoidance of doubt, such rejection will be treated as non-submission of the Bond where such Bond is required in the tender and Contract.*
2. *KNLS shall seek authentication of the Performance Security from the issuing bank. It is the responsibility of the Supplier to sensitize its issuing bank on the need to respond directly and expeditiously to queries from knls. The period for response shall not exceed five (5) days from the date of knls's query. Should there be no conclusive response by the Bank within this period, such Supplier's Performance Security may be deemed as invalid and the Contract nullified.*

**SECTION F:****ATTACHMENTS (BILLS OF QUANTITIES)****SPECIFICATIONS AND PRICING NOTES**

*The contractor should read carefully the following specification for workmanship prepared in accordance with standard specifications for building works 1976 Edition prepared by the Ministry of Public Works*

**GENERAL ITEMS Materials Generally**

- A.1 All materials used on the works shall be new and of the qualities and kinds specified herein and equal to approved samples. Deliveries shall be made sufficiently in advance to enable samples to be taken and tested if required. No materials shall be used until approved and all materials which are not approved or which are damaged, contaminated or have deteriorated in any way or do not comply in any way with the requirements of this specification shall be rejected and shall be immediately removed from the site at the Contractors expense.
- A.2 Material for which there is a Kenya Bureau of Standard specification**  
All materials used in the works for which a Kenya Bureau of Standards Specification has been published shall conform with the latest edition thereof in every way. The Architect reserves the right to demand that the Contractor shall obtain at his own expense a certificate in respect of any materials to state that is in accordance with the Kenya Bureau of Standard specification.
- A.3 Materials for which there is no Kenya Bureau of Standards specification**  
All materials used in the works for which no Kenya Bureau of Standards specification has been published shall conform with the British Standards Specification for such materials. If there are no published standards as specified for any materials, the quality of such materials shall be generally of a standard equal to those for which there is a Kenya Bureau of Standards or British Standard specification.

## EXCAVATION AND EARTHWORK

### B.1 Site Clearance

Site Clearance shall include the cutting down of all trees, stumps, bushes, vegetation and rubbish, burning the debris arising in approved locations and carting remaining material to a tip provided by the Contractor.

### B.2 Nature of the Soil

The Contractor is advised to visit the site and ascertain the nature of the ground to be excavated and he shall price accordingly and no claim will be allowed for want of knowledge in this respect.

Rates for excavation shall include for excavation in soil, earth, black cotton, sandy soil, Murram, tuff, soft rock, boulders or whatever other subsoil is encountered except hard rock as defined below.

### B.3 Foundation Excavations ' ;

- a) The foundation trenches and column bases shall be excavated to the widths and depths of the concrete foundations shown on the drawings or to such widths and depths as the Engineer may instruct after examination of the excavations. Quantities of all excavations shall be measured and valued by the Quantity Surveyor and any difference between such measurements and the measurements herein given shall be dealt with as a variation to the Contract.

If however, the Contractor excavates to any greater depths than shown in the drawings or as instructed by the Engineer, then he shall at his own expense fill in such extra depth of excavation with concrete as specified for the foundations to the satisfaction of the Engineer. The Contractor shall not be paid for the cost of any excavation executed deeper or wider than shown on the drawings or instructed by the Engineer nor the cost of back filling such excavation or disposing of surplus.

### B.4 Surplus Soil Disposal

Excavated material not required for subsequent refilling shall be removed to areas off site which shall be approved by the Architect.

### B.5 Top Soil for Spreading

Where required in the Bills of Quantities, top soil required for subsequent spreading over finished work shall be especially selected and shall be dumped in special heaps as indicated by the Architect. Such top soil shall be reasonably free from vegetation to the satisfaction of the Architect and shall be compacted as little as possible in the heaps.

## **B.6 Filling under Surface Beds in Buildings**

### **i) Murram filling**

Murram for filling as base course shall be from an approved source and of the highest quality. It shall be laid in layers not less than 150mm thick and not greater than 230mm thick prior to compaction. Water will be applied to O.M.O. and each layer will be thoroughly compacted by at least 8 passes of a 10 tonne smooth wheeled roller or a 2 tonne vibrating roller until all movement ceases and 100% C.B.R. is obtained.

### **li) Hardcore filling**

Hardcore filling shall be crushed rock, broken concrete or other approved hard granular materials broken to pass not greater than a 150mm ring or to be 75% of the finished thickness of the layers being compacted whichever is the less and graded so that it can be easily and thoroughly compacted by rolling. The filling is to be laid in layers each of a consolidated thickness not exceeding 230mm.

## **B.7 Anti-termite treatment**

Where described the top surface of filling shall be treated with Gladiator T C Pesticides to be supplied and applied by Rentokil Ltd. P.O. Box 44360, Nairobi or other equal and approved firm strictly in accordance with the satisfaction of the Architect. The Contractor must destroy any termite nests found within the perimeter of the building and within 20 metres from the building externally and take out and destroy queens, impregnate holes and tunnels with approved insecticide and backfill with hard material, well rammed and consolidated. The specialist shall be required to issue a 10 year guarantee to the Employer.

## **B.8 Polythene Sheeting**

Polythene sheeting shall be produced by an approved manufacturer Joints in sheeting shall be treble folded with a 150mm fold and taped at 300mm intervals with 50mm wide back plastic adhesive tapes. The sheeting shall not stretched but shall be laid with sufficient wrinkles to permit shrinkage up to 15%.

The Contractor shall ensure that the membrane is not pierced buying laying and concreting.

#### **B.9 Existing Services**

Before commencing works, the Contractor shall at his own expense ascertain in writing from the relevant Local Authorities and ail other Public bodies, companies and persons who may be affected, the position and depths of their respective ducts, cables, mains or pipes and appurtenance. He shall thereupon search for and locate such services.

Active existing services shall be adequately protected from damage or relocated as directed by the Architect. Inactive services, shall be removed or sealed off in accordance with the direction of the Architect.

#### **10 Protection**

The Contractor shall protect all graded and filled areas from the actions of the elements. Any settlement or washing away that occur prior to acceptance of the works shall be repaired and grades re-established to the required elevations and slopes

## CONCRETEWORK

### C. 1 Codes of Practice

All workmanship, materials, tests and performances in connection with reinforced concrete shall be in conformity with the latest edition of the British Standard for concrete works 9B.S. B110 parts I & 2, B.S. 8004, B.S. 8007) and any other approved Local and International Standards. Where inconsistency exists between these preambles and these Standards, the Contractor shall notify the Engineer in good time for his Clarification as to which of the two implications on the Contract.

### C.2 Supervision

A competent person approved by the Engineer shall be employed by the Contractor whose duty will be to supervise all stages in the preparation and placing of the concrete. All cubes shall be made and site tests carried out under his direct supervision on Consultation with the Engineer.

### C.3 Cement

Cement unless otherwise specified shall be ordinary Portland Cement of a brand and source approved by the Engineer and shall comply with the requirements of K.S.02-21. A manufacturers certificate of test in accordance with K.S.Q2-21 shall be supplied for each consignment delivered to the Site.

### C.4 Aggregate

Aggregates shall conform with the requirement K.S.02-95 and all the proposed sources, types and grading test results of all aggregates are to be approved in all respects by the Engineer before work commences.

If in the opinion of the Engineer the aggregate meets with the above requirements but is dirty or adulterated in any manner it shall be screened and/or washed with clean water at the Contractors expense.

Aggregate shall be delivered to the Site in their prescribed sizes or gradings and shall be stock-piled on paved areas to boarded platforms in separate units to avoid intermixing. **On no account shall premixed cores aggregates be brought to the patching plant. On no account shall aggregates be stock-piled on the ground.**

**C.5 Water .**

The water used for mixing concrete shall be from an approved source, clean, fresh and free from harmful matter and comply with the requirements of B.S.3148.

**C.6 Quality Control at Works Stage**

Once the concrete mix is accepted from preliminary to works stage, the principal basis of control shall be analysis of the cube test results at 28 days

**C.7 Cement .**

The Quantity of cement shall be measured by weight. Where delivered in bags, each batch of concrete is to contain one or more bags of cement in accordance with the proportions specified. For non-structural concrete, volume batching may be used as indicated below:

Class of Concrete	15	10
Nominal mix by volume	1:3:6	1:4:8

Cubic metres of fine aggregate Per 50 kg. bag of cement	0.12	0.16
--	------	------

Cubic metres of coarse aggregate Per 50kg bag of cement	0.24	0.32
--	------	------

Max. size of coarse aggregate 40mm\* 40mm\*  
\*or 20mm for blinding concrete where described.

Where batching is by volume, approved gauge boxes of such a size as will give the correct proportions shall be used, and full account shall be taken of bulking due to high moisture content.

**C.8 Construction Joints**

Construction joints shall be permitted only at the positions predetermined on the drawings or as instructed on the site by the Engineer. In general they shall be located at points of minimum shear, viz, vertical at, or near midspans of slabs, ribs and deems.

**C.9 Faulty Concrete**

Any concrete which fails to comply with these Preambles, or which shows signs of setting before it is placed shall be taken out and removed from the site, where concrete is found to be defective after it has set the concrete shall be cut out and replaced in accordance with the Engineers instructions. On no account shall any faulty, honeycombed, or otherwise defective concrete be repaired or patched until the Engineer has made an inspection and issued instructions for the repair.

## 10 **Steel reinforcement**

The steel reinforcement shall comply with the latest requirements of the following British Standards:

Hot rolled MS for the  
Reinforcement of concrete      KS 02-22

Hot rolled MS for the  
Reinforcement of concrete      KS 4449

Cold worked H.Y, steel for the  
Reinforcement of concrete      BS 4461

Hard drawn steel wire      BS 4482

### C.11 **Fabric Reinforcement •**

Fabric reinforcement shall be electrically cross-welded steel wire mesh reinforcement to B.S. 4483 and of the size and weight specified and made of wire to B.S. 4482

### C.12 **Fixing Steel Reinforcement.**

Reinforcement shall be accurately bent to the shapes and dimensions shown on the Drawings and Schedules and in accordance with B.S. 4466 and B.S. 8110. Reinforcement must be cut and bent cold and no welded joints will be permitted unless detailed or directed by the Engineer.

### C.13 **Formwork**

The method and system of formwork which the Contractor proposed to use shall be approved by the Engineer before construction commences. Formwork shall be substantially and rigidly constructed of timber, steel, plastic, precast concrete or other approved material.

All timber formwork shall be good, sound, clean, sawn, well-seasoned timber free from warps and loose knots and of scantlings sufficiently strong for their purpose.



## **WALLING**

### **MATERIALS**

#### **D.1 Cement**

Cement used for making mortar shall be as described in concrete work.

#### **D.2 Lime**

The lime for making mortar shall be obtained from an approved source and shall comply with BS 890 Class A for non-hydraulic lime. The lime to be run to putty in an approved lined pit or container. The water to be first run into the pit or container and the lime to be added until it is completely submerged, stirred vigorously until all lumps are disintegrated and shall be kept constantly covered with water and regularly stirred for at least four weeks. The resulting milk-lime then to be run through a fine sieve and run into a pit or other container and kept clean and moist for not less than two weeks before being used in the works.

#### **D.3 Sand**

Sand used for making mortar shall be clean, well graded siliceous sand of good sharp hard quality equal to samples which shall be deposited with and approved by the Architect. It shall be free from lumps of stone, earth, loam, dust, salt, organic matter and other deleterious substances, passed through a fine sieve and washed with clean water if so directed by the Architect.

#### **D.4 Water**

Shall be as described in Concrete work.

#### **D.5 Stone**

All stone shall comply with the requirements of CP 121.202 for masonry and rubble walls respectively except where amended or extended by the following clauses. , .

#### **D.6 Reinforced Walls**

Steel reinforcing bars in walls shall be carefully placed and spacers used to ensure that a minimum of 20mm cover is given to the reinforcement unless otherwise specified.

Horizontal reinforcement in mortar joints shall be laid such that the reinforcement is not in contact with the blocks or stone.

#### **D.7 Wall Ties**

Wall ties shall be provided to connect walls to steel or concrete columns and beams to connect two unbounded leaves of wall.

Wall ties shall be provided at 450mm centres both vertically and 900mm centres horizontally and shall be staggered when used to connect two leaves of unbounded wall. Wall ties shall be embedded into each material by a minimum of 50mm

#### **D.8 Fair Face**

All concrete and hollow blockwork described as finished with a fair face is to be built to a true and even face with the joints finished as specified hereinafter.

#### **D.9 Pointing**

Pointing of walls shall be prepared for pointing by raking out all loose or friable material to a minimum of 15mm to form a square recess. The joints shall then be wetted and new mortar shall be forced into the joints and finished as directed.

### **GLAZING**

#### **MATERIALS**

##### **E.1 General**

Glass used in glazing and for mirrors shall be best quality clear glass free from visible defects so that to afford uninterrupted vision or reflection as appropriate and without obvious distortion.

##### **E.2 Standards**

Glass for glazing and mirrors shall be approved manufacture and is to comply with B.S. 952 in all respects free from flaws, bubbles, specks and other imperfections.

##### **E.3 Clear sheet glass etc.**

The clear sheet glass shall be ordinary glazing (OG) quality.

##### **E.4 Obscured Glass**

To be of type described and as approved Architect.

**E.5 Putty**

a) The putty for glazing to wood sashes is to be linseed oil putty all as B.S. 644.

**Workmanship****E.7 General**

Glazing of all types in all locations shall be carefully executed by artisans skilled in this type of work and in conformance with the recommendations of CP 152. Glazing shall be carefully fitted so that it is not subject to pressure and stresses imposed by being an overtight fit within framing.

**METALWORK, MATERIALS****F.1 Generally**

All materials shall be the best of their respective kinds free from defects and all work is to be carried out in the most workmanlike manner and strictly as directed by the Architect. The materials in all stages of transportation, handling and stacking shall be kept clean and prevented from injury by breaking, bending or distortion and weather action. .

**F.2 Mild Steel**

Mild steel shall comply with B.S. 15.

**F.3 Hollow Section Tubing**

Square and rectangular hollow section tubing shall be hot rolled mild steel in accordance with Grade 43C of B.S.4360.

**A Bolts, Nuts and Washers**

These shall be fabricated from materials which comply with B.S.15 and each manufactured item shall comply with the appropriate B.S.

**F.5 Galvanized Sheet Steel**

To be No.24 S.W.G. of approved manufacture to B.S. 2989 of quality mild steel sheets cold rolled close annealed patent flattened and hot dip galvanized.

**F.6 Stainless Steel**

Stainless steel tube shall be Austenic steel B.S. comparable to B.S. 1449 Type 316 S 16\

**F.7 Steel Grilles**

Steel Grilles shall be manufactured from section conforming with B.S.990 of heavy duty sections of the metric W20 range of approved manufacture and design approved by the Architect.

After manufacture and before delivery to site steel windows are to be hot galvanized by dipping in a bath of molten zinc or painted with one coat primer.

**WORKMANSHIP**

**F.8 Welding**

All welding is to be in accordance with the requirements of B.S. 1856 and 938 and the electrodes shall comply with b.s. 639.

**F.9 Painting**

All steel is to be wire brushed and any loose scale, dirt or grease shall be removed before any painting is commenced. One coat of red oxide primer type A to B.S. 2523 shall be applied at the shop.

Any damage to the printing paint shall be made good to the Architects satisfaction. F.10

**F.10 Fixing of Steel Grilles**

Fixing of metal grilles shall include for assembling and fixing, including screwing to sub-frames or cutting mortices for lugs in concrete or walling and running with cement mortar 91:4), bedding frames in similar : mortar, pointing in mastic, bedding sills, transoms and mullions in mastic, making good finishings around both sides and fixing, and adjusting all fittings and frames.

## FLOOR, WALL AND CEILING FINISHINGS

### PLASTERWORK

#### G.1 Generally

Render, both internal and external shall be cement and sand in the proportions 1:4 finished to the thickness specified.

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

#### G.2 Cement

Ordinary Portland cement and shall comply with K.S. 02-21. White and coloured cements shall comply with B.S. 12 and be obtained from an approved manufacturer.

#### G.3 Lime

Lime shall be prepared from hydrated lime complying with B.S. 890, Part 2.

#### GA Sands

Sands for cement and lime mixes shall comply with B.S. 1199, Table 1.

#### G.5 Water — Water shall be clean and kept free from all impurities.

#### G.6 Mixing of materials

All materials shall be thoroughly mixed in the proportions described. No mixes of plasters, other than described shall be used.

#### G.7 Period between coats

Cement - lime undercoats shall be allowed to dry out thoroughly before a further coat is applied. •

#### G.8 Surfaces of beds and backings

Screeded beds for insitu finishings of floor finishings bedded in mortar, shall be left rough from the screeding board.

**Floated beds** for inflexible floor finishings bedded in mastic, shall be left with a plain untextured surface.

**Trowelled beds** for flexible finishings shall be finished smooth and free from score marks, grooves or depressions. .

**Screeded backings** for insitu wall finishings or wall finishings bedded in mortar shall be scratched for key. Floated backings for inflexible wall finishings fixed with adhesive shall be left with a plain surface.

**Trowelled backings** for flexible wall finishings shall be finished smooth and free from score marks or depressions.

**Beds and Backings** for finishings by specialists shall be to the approval of the specialist.

### **Preparation of surfaces**

All surfaces to receive the finishings in this section shall be thoroughly cleaned. Screeds to receive finishings bedded in mortar shall be well wetted before laying is commenced.

## **PAINTING AND DECORATING**

### **MATERIALS**

### **MATERIALS**

#### **H.1 Colour range**

Painting and decorative schemes shall be carried out in colours selected by the Architect from the approved range of colours.

#### **H.2 Approval of brands**

The Contractor shall seek, in writing, approval from the Architect for all brands of paint he wishes to use.

#### **H.3 Quality of Products**

Where a type of paint is produced by the Manufacturer in more than one quality, only paints and materials of the first or best quality shall be used in the works. The container label shall indicate clearly the quality of the paint being used.

Where it is not evident that the first or best quality of paint is being used, the Architect will order the removal of such materials from the site and rectification of any work executed with those materials, all at the Contractors expense.

**H.4 Same makers materials used for coating**

While materials for the work may be obtained from several makers, undercoats and finishing coats for a particular surface must be obtained from the same maker, (i.e. one makers undercoat).

**H.5 Remedying defects due to defective materials**

All materials, which in the opinion of the Architect are unsatisfactory shall be immediately removed from the site and any work executed with such defective materials shall be made good by the Contractor, at his expense, to the satisfaction of the Architect.

**H.6 Emulsion paint**

Emulsion paint (interior and/or exterior), shall have a P.V.A. base and shall be of an approved brand. The first coat shall be thinned in accordance with the manufactures instructions. Where described as applied externally, the paint shall incorporate an approved fungicide to prevent fungus growth.

**H.7 Black bituminous paint**

Black bituminous paint shall comply with B.S. 3416, Type 1 for general use, Type ii for drinking water

**H.8 Primer for iron and steelwork**

Primer for iron and steelwork shall be:- ,

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

**H.9 Primer for woodwork**

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

**H.10 Oil paints**

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

**H.27 Polyurethane lacquer**

Polyurethane lacquer shall be an approved single pack or two pack lacquer as described of interior or exterior quality, as appropriate.

**H.31 Plaster, rendering, concrete blockwork and brickwork**

All plaster or mortar splashes, etc shall be removed from plaster rendering, concrete, block work and brickwork by careful scraping; all holes, cracks, etc., shall be stopped and the whole of the surfaces shall be brushed down to remove dust and loose materials. In addition, all traces of mould oil shall be removed from concrete surfaces by scrubbing with water and detergent and rinsing with clean water to remove all : detergent.

**H.35 Iron and steel ,**

Before fixing, ail rust and scale shall be removed from iron and steel surfaces by wire-brushing, scraping, hammering, flame cleaning etc.

**H.37 Hardwood**

All dirt and grease shall be removed from hardwood surfaces. After priming, all nail holes and other imperfections shall be stopped. .

**H.38 Fibreboard**

All dirt shall be brushed off from fibreboard surfaces. After priming all nail holes and other imperfections shall be stopped.

**H.39 Plywood**

Surfaces of plywood to be painted shall be filled as required with a plaster based filler for internal work, and a filler as described in stopping here before for external work, and then rubbed down and all dust and loose materials brushed off.

**H.40 Woodwork to be painted**

Before fixing woodwork, all surfaces which will be visible after fixing shall be rubbed down and all knots and resin pockets shall be scorched back and coated with knotting.



After priming and fixing, all nail holes and other imperfections shall be stopped and the whole surface shall be rubbed down and all dust brushed off.

#### **H.41 Woodwork to receive clear finish**

All holes and other imperfections in surfaces to receive a clear finish shall be stopped and the whole surface shall be rubbed down to a fine satin finish and all dust brushed off.

### **Workmanship**

#### **H 4.2 Standard of workmanship**

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

#### **H.43 Stirring of materials**

The contents of all cans and containers of all materials must be properly and thoroughly stirred before and during use and shall be suitably strained as and when necessary.

### **14 Manufacturer's instructions**

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

#### **H.45 Brush work**

Unless otherwise described, all coatings shall be applied by Brush. Written permission must be obtained from the Architect for the application of coatings by spray or roller where not so described, and if permission is granted, such application shall not result in extra cost to the Employer.

**BILL OF QUANTITIES FOR THE PROPOSED CONSTRUCTION OF ACCESS ROAD AND CENTRY BOX FOR KISII LIBRARY**

DESCRIPTION	QTY	UNIT	RATE	AMOUNT(KSHS)
<b><u>ELEMENT NO.1</u></b>				
<b><u>SUBSTRUCTURES</u></b>				
<b><u>(ALL PROVISIONAL)</u></b>				
Clear the site of all hard materials undergrowth and small trees grub up roots and cart away or burn all arising.	864	SM		
<b><u>Excavations and earthworks</u></b>				
Excavate Base mechanically not exceeding 1.50metres deep commencing from reduced level.	518	CM		
Excavate for storm drain trenches not exceeding 1.50metres deep commencing from reduced level.	54	CM		
Extra over excavations for excavating in rock class 1.	6	CM		
Allow for keeping excavations free from mud and all water including spring and running water by pumping pailing or other approved means.		ITEM		
Allow for cutting trees of medium size on site and damping them where directed.		ITEM		
<b><u>Disposal</u></b>				
Load surplus excavated material and cart away.	578	CM		
Compact the to 150mm layer of existing Ground below fills and cut 95%(AASHTO)	864	SM		
<b><u>Total Carried to Collection</u></b>				

DESCRIPTION	QTY	UNIT	RATE	AMOUNT(KSHS)
<b><u>Hardcore</u></b> Supply and handpack imported hardcore fill including levelling and consolidating in 150mm layers.	315	CM		
<b><u>Blinding</u></b> 50mm Thick Quarry dust blinding to the surface of hardcore; rolled smooth to receive cabros finish.	864	SM		
Medium sized precast concrete cabro laid on well compacted quarry dust and compacted top with river sand filled in the voids	864	SM		
Provide and place 250x125mm class 25/20 precast concrete raised kerbs haunched in 100mm thick class 15/20 concrete base bedding and mortar joined in support to carriage away car bays and junctions as directed by the Engineer.	288	LM		
Excavate in any material provided and joint 300mm inner diameter half round precast concrete channel with single side precast side slabs of 600x225x75mm as lining for storm water drain including bedding and backfilling with selected materials as directed by the Engineer.	146	LM		
Extra over item for precast side slabs to area around the drainage system 600x225x75mm.	92	SM		
<b>TOTAL</b>				
<b>CARRIED FORWARD FROM PAGE 1</b>				
<b>CARRIED FORWARD FROM ABOVE</b>				

<b>TOTAL CARRIED TO COLLECTION FOR ACCESS ROAD</b>				
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT(KSHS)</b>
<b><u>ELEMENT NO.1</u></b>				
<b><u>SUBSTRUCTURES</u></b>				
<b><u>(ALL PROVISIONAL)</u></b>				
Clear the site of all bush scrub undergrowth and small trees grub up roots and cart away or burn all arising.	22	SM		
<b><u>Excavations and earthworks</u></b>				
Remove top soil 150mm deep and heap soil on site as directed.	22	SM		
Excavate for strip foundation trenches not exceeding 1.50metres deep commencing from reduced level.	11	CM		
Extra over excavations for excavating in rock class 1.	1	CM		
Allow for keeping excavations free from mud and all water including spring and running water by pumping pailing or other approved means.		ITEM		
Allow for planking and strutting to sides of excavations.		ITEM		
<b><u>Disposal</u></b>				
Load surplus excavated material and cart away.	12	CM		
<b><u>Filling</u></b>				
Supply and fill gravel and crushed stone around				

foundations.

39 CM

### Total Carried to Collection

DESCRIPTION	QTY	UNIT	RATE	AMOUNT(KSHS)
<b><u>Hardcore</u></b>				
Supply and handpack imported hardcore fill including levelling and consolidating in 150mm layers.	10	CM		
<b><u>Blinding</u></b>				
50mm Thick Quarry dust blinding to the surface of hardcore; rolled smooth to receive polythene sheeting (m.s).	10	SM		
<b><u>Insecticide treatment</u></b>				
'TERMIDOL' or other equal and approved chemical insecticide treatment prepared and applied according to the manufacturer's printed instructions.	13	SM		
<b><u>DAMP PROOFING</u></b>				
<b><u>1000 Gauge polythene;150mm laps;measured overall;no allowance made for laps.</u></b>				
Horizontal;over 300mm wide.	13	SM		
<b><u>In-situ concrete work</u></b>				
<b><u>Mass concrete (1:3:6/38-38mm aggregate)</u></b>				
50mm Thick blinding under strip foundations & column bases.	9	SM		
<b><u>Vibrated reinforced concrete (1:1.5:3/25-20mm aggregate) as described in:</u></b>				
Strip foundations 200mm thick	7	SM		

150mm Thick ground floor slab	13	SM		
<b>Total Carried to Collection</b>				
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT(KSHS)</b>
<b><u>Mesh reinforcement</u></b>				
Fabric mesh reinforcement to B.S. 4483 ref: A142 including laps tyingwire and spacer blocks complete (measured to allow for laps)	13	SM		
<b><u>Sawn formwork as described to:</u></b>				
Edge of ground floor slab 75-150mm high	14	LM		
<b><u>Foundation walling in approved natural stones bedded and jointed in cement and sand (1:3) mortar and reinforced with and including 20swg x 25mm wide hoopiron as described.</u></b>				
150mm thick walls	15	SM		
<b><u>Plinth area finishes</u></b>				
12mm Thick cement and sand (1:3) wood float render to plinth area	5	SM		
Prepare and apply three coats black bitumastic paint to rendered area	5	SM		
Supply and lay pre-cast concrete slabs size 600 x 600mm laid on an including 50mm thick murrum sub - base - to fall and including all necessary excavations and anti terminated treatment to sub - base	17	SM		
<b>Total Carried to Collection</b>				-
<b><u>COLLECTION</u></b>				

Brought Forward from BOF /1				-
Brought Forward from BOF /2				-
Brought Forward from BOF/3				-
<b>TOTAL SUBSTRUCTURES TO SUMMARY</b>				-
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT(KSHS)</b>
<b><u>ELEMENT NO. 2</u></b>				
<b><u>CONCRETE SUPERSTRUCTURE.</u></b>				
<b><u>Vibrated reinforced concrete (1:1.5:3/25-20mm aggregate) as described in:</u></b>				
Ring beams.	4	CM		
<b><u>Sawn formwork to:</u></b>				
Beams.	28	SM		
<b><u>High yield square twisted bars reinforcements including tying wires.</u></b>				
Assorted bars	440	KG		
<b>TOTAL CONCRETE SUPERSTRUCTURE TO SUMMARY</b>				-
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT(KSHS)</b>
<b><u>ELEMENT NO. 3</u></b>				
<b><u>WALLING.</u></b>				
<b><u>Hand dressed natural stone walling in cement/sand mortar mix 1:4 including hoop irons.</u></b>				
150mm thick walling.	45	SM		

150mm wide levelled and bedded in cement and sand (1:3) mortar under walls	18	LM		
<b>TOTAL WALLING TO SUMMARY</b>				-
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT(KSHS)</b>
<b><u>ELEMENT NO. 4</u></b>				
<b><u>ROOFING AND RAINWATER GOODS.</u></b>				
<b><u>ROOF COVERINGS.</u></b>				
<b>28 Gauge IT5 profile sheet underlay angle not Exceeding 45 degrees to the horizontal</b>				
Roof cover	25	SM		
Ditto; standard ridge cap	6	LM		
<b><u>ROOF STRUCTURE.</u></b>				
<b><u>Structural timbers; sawn cypress pressure impregnated, and factory treated.</u></b>				
100x50mm wall plate	17	LM		
75x50 purlins.	33	LM		
100x50mm common rafters	21	LM		
50x50 brandering.	62	LM		
100x50mm Tie beams	15	LM		
100x50mm ties and struts	14	LM		
<b><u>The following in wrot camphor kept clean.</u></b>				
250x25mm fascia board ; 2 labours	23	LM		



<b>Total Carried to Collection</b>				-
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT(KSHS)</b>
<b><u>RAINWATER GOODS.</u></b>				
150x125mm gauge 24 galvanised gutter fixed to fascia board with holder bats @ 600cc.	11	LM		
Ditto for stopped gutter ends.	2	NO		
Make perforations to 100mm diameter downpipe.	2	NO		
100mm diameter 24 gauge galvanised metal rain water downpipe fixed to wall with clips at 900cc.	6	LM		
Extra over downpipe for swanneck projecting 600mm.	2	NO		
Ditto for shoe.	2	NO		
<b><u>Painting &amp; Decorating</u></b>				
Knot, prime, stop and apply three coats gloss oil paint on:-				
General timber surfaces	7	SM		
Surfaces over 200m, but not exceeding 300mm girth	17	LM		
<b>Total Carried Down</b>				-
<b><u>ROOF COLLECTION.</u></b>				
<b>From page BOF/7</b>				-
<b>From above</b>				-
<b>TOTAL ROOF TO SUMMARY</b>				-

DESCRIPTION	QTY	UNIT	RATE	AMOUNT(KSHS)
<b><u>ELEMENT NO. 5</u></b>				
<b><u>WINDOWS.</u></b>				
<b><u>Precast concrete units; mix 1:2:4 (12mm aggregates); Vibrated; reinforced with 2 No. R8.</u></b>				
250x75mm cill; weathered, throated and grooved for water bar (m/s).	5	LM		
<b><u>General joinery; camphor; selected and kept clean.</u></b>				
250x25mm window board; plugged screwed and pellated.	5	LM		
<b><u>Standard section steel casement metal windows from an approved manufacturer with handles stays and hinges;</u></b>				
<b><u>permanent vents along full lengths of top edge; fixed with lugs built into concrete or blockwork; pointed externally in mastic oil and finished with one coat red oxide primer.</u></b>				
Window size 1500x1500mm overall	2	NO		
Window size 750x750mm overall; Ditto.	1	NO		
4mm thick clear glass sheet in panes 0.25-0.5SM fixed with metal putty	6	SM		
<b>Total Carried to Collection</b>				-
DESCRIPTION	QTY	UNIT	RATE	AMOUNT(KSHS)
Supply and fix burglar proofing in 16mm diameter bars welded to approved pattern, primed before fixing	2	SM		
<b><u>Pelmet Boxes</u></b>				

50x15mm battens plugged; in cypress	5	LM		
100x25mm top with two labours; in cypress	5	LM		
150x25 mm hardwood fascia with one labour	5	LM		
<b><u>Prepare and touch up primer and one undercoat and two finishing coats of gloss paint as " Crown" or other equal and approved; on metal surfaces.</u></b>				
Windows (measured on both sides)	6	SM		
Ditto; Burglar proofing	2	SM		
Prepare and prime back before fixing to timber to window boards not exceeding 300mm girth	5	LM		
Prepare, prime and apply three coats of polyurethane varnish on wood exceeding 100 but not exceeding 200mm girth.	5	LM		
Ditto; to pelmet boxes exceeding 200mm but not exceeding 300mm girth.	5	LM		
<b>Total Carried to Collection</b>				-
<b><u>WINDOWS COLLECTION.</u></b>				
<b>From page BOF /12</b>				-
<b>From above</b>				-
<b>TOTAL WINDOWS TO SUMMARY</b>				-
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT(KSHS)</b>
<b><u>ELEMENT NO. 6</u></b>				
<b><u>DOORS.</u></b>				
<b><u>Flush doors; Solid cored; hardwood lipped</u></b>				

**all edges.**

45mm thick flush door size 900x2100mm.

1 NO

**Mahogany; selected and kept clean**

150x50mm frames with four labours screwed and pelltated.

6 LM

40x25mm architrave.

6 LM

25mm Quadrant beading.

6 LM

**Supply and fix the following ironmongery to timber as "Union" catalogue or equal and approved.**

2 Lever Mortice Lock.

1 NO

HN-DW-403020 SS 100x75x2mm steel  
D/washed hinges

1.5 Prs

DS-3322 Aluminium oval door stop

1 NO

**Total Carried to Collection**

-

DESCRIPTION	QTY	UNIT	RATE	AMOUNT(KSHS)
Prepare and prime before fixing wood frames over 100 but not exceeding 200mm girth.	6	LM		
Ditto not exceeding 100	12	LM		
Prepare and apply two coats of polyurethane clear varnish on general surfaces of doors.	4	SM		
<b>Total Carried to Collection</b>				-
<b><u>DOORS COLLECTION</u></b>				
<b>From page BOF /14</b>				-

From above				-
TOTAL DOORS TO SUMMARY				-
DESCRIPTION	QTY	UNIT	RATE	AMOUNT(KSHS)
<b><u>ELEMENT NO. 7</u></b>				
<b><u>INTERNAL FINISHES.</u></b>				
<b><u>FLOOR FINISHES.</u></b>				
38mm thick cement sand screed 1:4 steel troweled to receive floor tiles and perquet	13	SM		
300x300x1.5mm thick Ceramic floor tiles as "SAJ" on cement and sand 1:4 bed with approved adhesive.	13	SM		
100x20mm ceramic tiles skirting.	14	LM		
<b><u>WALL FINISHES.</u></b>				
15mm lime plaster on concrete and blockwork to walls.	39	SM		
Wall tiles	8	SM		
<b><u>Painting &amp; Decorating</u></b>				
Prepare and apply three coats of silk emulsion paint to plastered walls & beams.	31	SM		
<b>Total Carried to Collection</b>				-
DESCRIPTION	QTY	UNIT	RATE	AMOUNT(KSHS)
<b><u>ELEMENT NO. 8</u></b>				
<b><u>CEILING FINISHES.</u></b>				
<b><u>Sawn cypress; pressure impregnated</u></b>				
12mm thick celotex soft board; vee joints nailed to timber.	13	SM		

600x600mm access door traps.	1	NO		
75x25mm timber cornice; plugged.	17	LM		
Prepare and apply three coats of silk emulsion paint to softboard surfaces.	13	SM		
Ditto to cornice not exceeding 100mm girth.	17	LM		
<b>Total Carried to Collection</b>				-
<b><u>INTERNAL FINISHES COLLECTION</u></b>				
From page BOF /13				-
From above				-
<b>TOTAL INTERNAL FINISHES TO SUMMARY</b>				-
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT(KSHS)</b>
<b><u>ELEMENT NO. 9</u></b>				
<b><u>EXTERNAL WALL FINISHES.</u></b>				
12mm thick cement sand 1:4 render; steel trowelled to beams and columns.	7	SM		
Prepare and apply three coats of exterior quality emulsion paint to plastered beams column.	7	SM		
<b>TOTAL EXTERNAL FINISHES TO SUMMARY</b>				-

DESCRIPTION	QTY	UNIT	RATE	AMOUNT(KSHS)
<b><u>ELEMENT NO. 11</u></b>				
<b><u>SANITARY FITTINGS</u></b>				
<b><u>Supply and fix the following as per "Twyford" or any other equal and approved.</u></b>				
WC's complete with cistern	1	NO		
Wash hand basin medium size complete with one taps.	1	NO		
<b>TOTAL SANITARY FITTINGS TO SUMMARY</b>				-
DESCRIPTION	QTY	UNIT	RATE	AMOUNT(KSHS)
<b><u>SUMMARY</u></b>				
SUBSTRUCTURES				-
CONCRETE SUPERSTRUCTURE				-
WALLING				-
ROOF				-
WINDOWS				-
DOORS				-
INTERNAL FINISHES				-
EXTERNAL FINISHES				-

SANITARY FITTINGS				-

<b>TOTAL FOR BUILDING WORKS TO CENTRY BOX</b>				<b>0.00</b>
<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT(KSHS)</b>
<b><u>PC and Provisional Sum</u></b>				
<b><u>Electrical works</u></b>				
Allow a PC sum of Kenya Shilling Sixty Thousand only for electrical installations.Spend whole or in part under direction of the project manager to centry box.		Sum		60,000.00
Add for profits	10	%		6,000.00
Allow for attendance	8	%		4,800.00
<b><u>Mechanical works</u></b>				
Allow a PC sum of Kenya Shilling Sixty Five Thousand only for mechanical works to be spend or part under direction of the project manager to centry box.		Sum		65,000.00
Add for profits	10	%		6,500.00
Allow for attendance	8	%		5,200.00
<b><u>Project management</u></b>				
Allow a provisional sum of kenya Shilling One Hundred And Twenty Thousand only for project management as directed by the project manager.		Sum		120,000.00
<b><u>Contigency</u></b>				



Allow a provision sum of Kenya Shillings One Hundred and Fifty Thousand only for contingencies expected to be deducted in whole or part at direction of the project manager.

Sum

150,000.00

Total

417,500.00

DESCRIPTION	QTY	UNIT	RATE	AMOUNT(KSHS)
<b><u>GRAND SUMMARY</u></b>				
PRELIMINARIES				
CABROS ROAD				0
CENTRY BOX				0
PC & PROVISIONAL SUM				417,500
<b>SUB TOTAL</b>				<b>417,500</b>
<b>ADD 16% V.A.T</b>				<b>66,800</b>
<b>GRAND TOTAL</b>				<b>484,300</b>
<b>In words-Five Million,Seven Hundred And Eighty Eight Thousand,Four Hundred And Ninety Nine Only.</b>				
<b><u>GRAND TOTAL TO SUMMARY IN FORM OF</u></b>				

<b><u>TENDER</u></b>				
SIGNATURE AND STAMP OF TENDER				
DATE				
NAME AND ADDRESS				
TENDER WITNESS SIGNATURE				
DATE				
NAME AND ADDRESS OF TENDERER				
CARRIED TO FORM OF TENDER			KSHS	