



COUNTY GOVERNMENT OF KERICHO

**DEPARTMENT OF FINANCE AND
ECONOMIC PLANNING**

**P. O. BOX 112 - 20200
KERICHO, KENYA**

**PROPOSED COMPLETION OF
BOILER ROOM, GENERATOR
ROOM, COMPRESSOR ROOM AND
WASTE WATER TREATMENT
PLANT AT RORET PINEAPPLE
PLANT SITE**

TENDER NO. CGK/FIN/T/017/2018/2019

IFMIS NEGOTIATION NUMBER: 727919

TENDER DOCUMENT

May 2019

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SECTION I

INVITATION FOR TENDERS

Tender reference No.: CGK/FIN/T/017/2018/2019

Tender Name: **PROPOSED COMPLETION OF BOILER ROOM, GENERATOR ROOM, COMPRESSOR ROOM AND WASTE WATER TREATMENT PLANT AT RORET PINEAPPLE PLANT SITE**

- I.1 The **County Government of Kericho, P.O. Box P.O. BOX 112 - 20200, Kericho, Kenya** invites sealed tenders for the **PROPOSED COMPLETION OF BOILER ROOM, GENERATOR ROOM, COMPRESSOR ROOM AND WASTE WATER TREATMENT PLANT AT RORET PINEAPPLE PLANT SITE**
- I.2 Interested eligible candidates may obtain further information and inspect tender documents at the County Government of Kericho quarters, P. O. Box 112 - 20200, Kericho, during normal working hours.
- I.3 A complete set of tender documents may be obtained by interested candidates by downloading free of charge from the county website www.kericho.go.ke OR from the IFMIS supplier portal supplier.treasury.go.ke
- I.4 Prices quoted should be net inclusive of **all taxes, duties, National Construction Authority (NCA) Levy and other levies, VAT and withholding tax in accordance with the laws of Kenya and the Client shall not reimburse any amount paid in this context.** The Prices quoted must be in Kenya shillings and shall remain valid for **120 days** from the closing date of tender.
- I.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box A located at County Government of Kericho quarters and to be addressed to
- The Chief Officer, Finance,
COUNTY GOVERNMENT OF KERICHO,
P. O. Box 112 - 20200,
Kericho, Kenya**
- To reach him on or before **20th May 2019 at 10.00 am.**
- I.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the

Conference Room, ground Floor, County Government of Kericho headquarters.

I.7

Any additional information, addendums or clarifications in respect to this tender will be available in our COUNTY GOVERNMENT OF KERICHO website **www.Kericho.go.ke**. All bidders are advised to regularly check the website during the bidding period.

**Chief Officer, Finance
County Government of Kericho.**

SECTION II - INSTRUCTIONS TO TENDERERS

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SECTION II - INSTRUCTION TO TENDERERS

Note: The tenderer must comply with the following conditions and instructions and failure to do so is liable to result in rejection of the tender.

GENERAL

I. Definitions

- (a) “Tenderer” means any persons partnership firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Tenderers, Conditions of Contract Parts I and II, Specifications, Drawings and Bills of Quantities for the work contemplated, acting directly or through a legally appointed representative.
- (b) “Approved tenderer” means the tenderer who is approved by the Employer.
- (c) Any noun or adjective derived from the word “tender” shall be read and construed to mean the corresponding form of the noun or adjective “bid”. Any conjugation of the verb “tender” shall be read and construed to mean the corresponding form of the verb “bid.”
- (d) “Employer” means a Central Government Ministry, Local Authority, State Corporation or any other Public Institution.

2. Eligibility and Qualification Requirements

2.1 Eligibility requirements

This invitation to tender is open to all tenderers who are eligible as stated in the appendix.

2.2 Qualification Requirements

To be qualified for award of Contract, the tenderer shall provide evidence satisfactory to the Employer of their eligibility under Sub clause 2.1. Above and of their capability and adequacy of resources to effectively carry out the subject Contract.

- (a) The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site are as listed below. Bidder to attach CVs and academic certificates for each staff.

	TITLE	MINIMUM NUMBER	MINIMUM QUALIFICATION
I	Project Manager	I	BSc Civil Engineering or Construction Management Registered Engineer (ERB / EBK / IEK) Experience – Five years post registration Specific experience on Building and Construction Works – Five years

2	Site Agent / Site Engineer	I	BSc Civil Engineering or Construction Management Experience – Seven years Specific experience on Building and Construction Works – five years
3	Site Foreman	I	National Diploma in Civil Engineering or Construction Management Experience – Ten years Specific experience on Building and Construction Works Seven years
4	Civil Engineering Technician	I	National Diploma in Civil Engineering Experience – Five years in Building and Construction

2.3 Joint Ventures

Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:-

- (a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners
- (b) One of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners
- (c) The partner in charge shall be authorized to incur liabilities and receive instructions for an on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.
- (d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender)
- (e) A copy of the agreement entered into by the joint venture partners shall be submitted with the tender.

3. Cost of Tendering

- 3.1 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, regardless of the conduct or outcome of the tendering process.
- 3.2 The price to be charged for the tender document shall not exceed **KShs. 1,000/=**
- 3.3 The procuring entity shall allow the tenderer to view the tender document free of charge before purchase.

4. Site Visit

- 4.1. A Site Visit/Pre-bid meeting will be carried out on **9th May 2019 at 2.00 pm**. All tenderers will assemble at the **Roret Pineapple Plant Site, Roret, Kericho County**. A certificate of site visit (attached at the end of this document) will be signed after the visit. Attendance of the pre-bid meeting is **MANDATORY**, the tenderer's should visit site at the prescribed time and shall ensure that the site visit certificate is signed after such visit. The costs for this visit are the tenderer's cost.

- 4.2. The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.

TENDER DOCUMENTS

5 Tender Documents

- 5.1 The Tender documents comprise the documents listed here below and should be read together with any Addenda issued in accordance with Clause 7 of these instructions to tenderers.
- a. Form of Invitation for Tenders
 - b. Instructions to Tenderers
 - c. Form of Tender
 - d. Appendix to Form of Tender
 - e. Form of Tender Surety
 - f. Statement of Foreign Currency Requirements
 - g. Tender and Confidential Business Questionnaires
 - h. Details of Sub contractors
 - i. Schedules of Supplementary Information
 - j. General Conditions of Contract – Part I
 - k. Conditions of Particular Application – Part II
 - l. Specifications
 - m. Bills of Quantities
 - n. Drawings
 - o. Declaration Form
- 5.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the tenderer's own risk. Pursuant to clause 22 of Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the tender documents will be rejected.
- 5.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as "private and confidential".

6 Inquiries by tenderers

- 6.1 A tenderer making an inquiry relating to the tender document may notify the Employer in writing or by telex, cable or facsimile at the Employer's mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification which he receives earlier than 7 days prior to the deadline for the submission of tenders. Written copies of the Employer's response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.
- 6.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

7 **Amendment of Tender Documents**

- 7.1 At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by issuing Addenda.
- 7.2 Any Addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.
- 7.3 In order to allow prospective tenderers reasonable time in which to take the Addendum into account in preparing their tenders, the Employer may, at his discretion, extend the deadline for the submission of tenders.

PREPARATION OF TENDERS

8 **Language of Tender**

- 8.1 The tender and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the tenderer with the tender may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the tender, the English language shall prevail.

9 **Documents Comprising the Tender**

- 9.1 The tender to be prepared by the tenderer shall comprise:
 - i. The Form of Tender and Appendix thereto duly signed,
 - ii. A Tender Security
 - iii. The Priced Bills of Quantities and Schedules
 - iv. The information on eligibility and qualification
 - v. Any other materials required to be completed and submitted in accordance with the Instructions to Tenderers.

The Forms, Bills of Quantities and Schedules provided in the tender documents shall be used without exception (subject to extensions of the schedules in the same format and to the provisions of clause 13.2 regarding the alternative forms of Tender Surety].

10 **Tender Prices**

- 10.1 All the insertions made by the tenderer shall be made in INK and the tenderer shall clearly form the figures. The relevant space in the Form of Tender and Bills of Quantities shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the tenderer in which case the erasures and interlineations shall be initialed by the person or persons signing the tender.

- 10.2 A price or rate shall be inserted by the tenderer for every item in the Bills of Quantities whether the quantities are stated or not. Items against which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.

The prices and unit rates in the Bills of Quantities are to be the full [all-inclusive] value of the Work described under the items, including all costs and expenses which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based. All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause prior to the deadline for submission of tenders, shall be included in the rates and prices and the total Tender Price submitted by the tenderer.

Each price or unit rate inserted in the Bills of Quantities should be a realistic estimate for completing the activity or activities described under that particular item and the tenderer is advised against inserting a price or rate against any item contrary to this instruction.

Every rate entered in the Bills of Quantities, whether or not such rate is associated with a quantity, shall form part of the Contract. The Employer shall have the right to call for any item of work contained in the Bills of Quantities, and such items of work to be paid for at the rate entered by the tenderer and it is the intention of the Employer to take full advantage of unbalanced low rates.

- 10.3 Unless otherwise specified the tenderer must enter the amounts representing 5% of the sub-total of the summary of the Bills of Quantities for Contingencies and Variation of Prices [VOP] payments in the summary sheet and add them to the sub-total to arrive at the tender amount.
- 10.4 The tenderer shall furnish with his tender written confirmation from his suppliers or manufacturers of basic unit rates for the supply of items listed in the Conditions of Contract clause 70 where appropriate. The Employer may require the tenderer to justify such rates so obtained from the suppliers or manufacturers.
- 10.5 The rates and prices quoted by the tenderer are subject to adjustment during the performance of the Contract only in accordance with the Provisions of the Conditions of Contract. The tenderer shall complete the schedule of basic rates and shall submit with his tender such other supporting information as required under clause 70 of the Conditions of Contract Part II.
- 10.6 Contract price variations shall not be allowed within the first 12 months of the contract.
- 10.7 Where quantity contract variation is allowed, the variation shall not exceed those specified by Legal Notice No. 106, Dated 18th June, 2013 of the Public Procurement and Disposal Act, (No. 3 of 2005).

- 10.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.

11 Currencies of Tender and Payment

- 11.1 Tenders shall be priced in Kenya Shillings and the tender sum shall be in Kenya Shillings.
- 11.2 Tenderers are required to indicate in the Statement of Foreign Currency Requirements, which forms part of the tender, the foreign currency required by them. Such currency should generally be the currency of the country of the tenderer's main office. However, if a substantial portion of the tenderer's expenditure under the Contract is expected to be in countries other than his country of origin, then he may state a corresponding portion of the contract price in the currency of those other countries. However, the foreign currency element is to be limited to two (2) different currencies and a maximum of 30% (thirty percent) of the Contract Price.
- 11.3 The rate or the rates of exchange used for pricing the tender shall be the selling rate or rates of the Central Bank ruling on the date twenty one (21) days before the final date for the submission of tenders.
- 11.4 Tenderers must enclose with their tenders, a brief justification of the foreign currency requirements stated in their tenders.

12 Tender Validity

- 12.1 The tender shall remain valid and open for acceptance for a period of ninety (120) days from the specified date of tender opening or from the extended date of tender opening (in accordance with clause 7.4 here above) whichever is the later.
- 12.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or by cable, telex or facsimile. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

13 Tender Security

- 13.1 The Tenderer shall furnish as part of his tender, a Tender Security in the amount and form stated in the Appendix to Instructions to Tenderers.
- 13.3 The Tender Security shall be valid at least thirty (30) days beyond the tender validity period.
- 13.4 Any Tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.

- 13.5 The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible but not later than twenty eight (28) days after expiration of the tender validity period. The Tender Surety of the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security.
- 13.6 The Tender Surety may be forfeited:
- a) if a tenderer withdraws his tender during the period of tender validity: or
 - b) in the case of a successful tenderer, if he fails, within the specified time limit
 - i. to sign the Agreement, or
 - ii. to furnish the necessary Performance Security
 - c) if a tenderer does not accept the correction of his tender price pursuant to clause 23. In this case it will also be deemed as non-responsive.

14 No Alternative Offers

- 14.1 The tenderer shall submit an offer which complies fully with the requirements of the tender documents unless otherwise provided for in the appendix.

Only one tender may be submitted by each tenderer either by himself or as partner in a joint venture. A tenderer who submits or participates in more than one tender will be disqualified.

- 14.2 The tenderer shall not attach any conditions of his own to his tender. The tender price must be based on the tender documents. The tenderer is not required to present alternative construction options and he shall use without exception, the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price. Any tenderer who fails to comply with this clause will be disqualified.

15 Pre-tender Meeting

- 15.1 If a pre-tender meeting is convened, the tenderer's designated representative is invited to attend at the venue and time in the Invitation to Tender. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

- 15.2 The tenderer is requested as far as possible to submit any questions in writing or by cable, to reach the Employer not later than seven (7) days before the meeting. It may not be practicable at the meeting to answer questions received late, but questions and responses will be transmitted in accordance with the following:

- (a) Minutes of the meeting, including the text of the questions raised and the responses given together with any responses prepared after the meeting will be transmitted without delay to all purchasers of the tender documents.

Any modification of the tender documents listed in – Clause 9 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of a tender notice pursuant to Clause 7 and not through the minutes of the pre-tender meeting.

- (b) Non attendance at the pre-bid meeting will not be cause for disqualification of a bidder.

16 Format and Signing of Tenders

- 16.1 The tenderer shall prepare his tender as outlined in clause 9 above and mark appropriately one set “ORIGINAL” and the others “COPY”.
- 16.2 The copy of the tender and Bills of Quantities shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer. All pages of the tender where amendments have been made shall be initialed by the person or persons signing the tender.
- 16.3 The complete tender shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

SUBMISSION OF TENDERS

17 Sealing and Marking of Tenders

- 17.1 The tenderer shall seal the original and copies of the Tender in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY”. The envelopes shall then be sealed in an outer separate envelope.
- 17.2 The inner and outer envelopes shall be addressed to the Employer at the address stated in the Appendix to Instructions to Tenderers and bear the name and identification of the Contract stated in the said Appendix with a warning not to open before the date and time for opening of tenders stated in the said Appendix.
- 17.3 17.3 The inner envelopes shall each indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”, while the outer envelope shall bear no mark indicating the identity of the tenderer.
- 17.4 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the Employer and returned to the tenderer.

18 Deadline for Submission of Tenders

- 18.1 Tenders must be received by the Employer at the address specified in clause 17.2 and on the date and time specified in the Letter of Invitation, subject to the provisions of clause 7.4, 18.2 and 18.3.

Tenders delivered by hand must be placed in the “tender box” provided in the office of the Employer.

Proof of posting will not be accepted as proof of delivery and any tender delivered after the above stipulated time, from whatever cause arising will not be considered.

- 18.2 The Employer may, at his discretion, extend the deadline for the submission of tenders through the issue of an Addendum in accordance with clause 7, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 18.3 Any tender received by the Employer after the prescribed deadline for submission of tender will be returned unopened to the tenderer.

19 Modification and Withdrawal of Tenders

- 19.1 The tenderer may modify or withdraw his tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to prescribed deadline for submission of tenders.
- 19.2 The tenderer’s modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of tenders, with the inner and outer envelopes additionally marked “MODIFICATION” or “WITHDRAWAL” as appropriate.
- 19.3 No tender may be modified subsequent to the deadline for submission of tenders.
- 19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender form. Withdrawal of a tender during this interval will result in the forfeiture of the Tender Surety.
- 19.5 Subsequent to the expiration of the period of tender validity prescribed by the Employer, and the tenderer having not been notified by the Employer of the award of the Contract or the tenderer does not intend to conform with the request of the Employer to extend the period of tender validity, the tenderer may withdraw his tender without risk of forfeiture of the Tender Surety.

TENDER OPENING AND EVALUATION

20 Tender Opening

- 20.1 The Employer will open the tenders in the presence of the tenderers' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 20.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 19, will not be opened. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.
- 20.3 At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.
- 20.4 The Employer shall prepare minutes of the tender opening including the information disclosed to those present.
- 20.5 Tenders not opened and read out at the tender opening shall not be considered further for evaluation, irrespective of the circumstances.

21 Process to be Confidential

- 21.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of Contract is announced.
- 21.2 Any effort by a tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the tenderer's tender.

22 Clarification of Tenders

- 22.1 To assist in the examination, evaluation and comparison of tenders, the Employer may ask tenderers individually for clarification of their tenders, including breakdown of unit prices. The request for clarification and the response shall be in writing or by cable, facsimile or telex, 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 arithmetical errors discovered by the employer during the evaluation of the tenders in accordance with clause 24.
- 22.2 No tenderer shall contact the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, he shall do so in writing.

23 Determination of Responsiveness

- 23.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.
- 23.2 For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the tenderers obligations under the Contract and the rectification of which would affect unfairly the competitive position of other tenderers who have presented substantially responsive tenders.
- 23.3 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced [$<$ by 10% or $>$ 10% in relation to the Employer's estimate of the works to be performed under any item or groups of items], the tender shall be deemed not responsive.
- 23.4 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation or reservation.

24 Correction of Errors

Tenders determined to be substantially responsive shall be checked by the Employer for any arithmetic errors in the computations and summations. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.
- (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 adjustment will be made to the entry containing that error.
- (c) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 13.

25 Conversion to Single Currency

- 25.1 For compensation of tenders, the tender price shall first be broken down into the respective amounts payable in various currencies by using the

selling rate or rates of the Central Bank of Kenya ruling on the date twenty one (21) days before the final date for the submission of tenders.

- 25.2 The Employer will convert the amounts in various currencies in which the tender is payable (excluding provisional sums but including Dayworks where priced competitively) to Kenya Shillings at the selling rates stated in clause 25.1.

26 Evaluation and Comparison of Tenders

- 26.1 The Employer will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with clause 23.
- 26.2 In evaluating tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
- (a) Making any correction for errors pursuant to clause 24.
 - (b) Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.
- 26.3 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- 26.4 Price adjustment provisions in the Conditions of Contract applied over the period of execution of the Contract shall not be taken into account in tender evaluation.
- 26.5 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules.
- 26.6 After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in clause 29 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract.
- 26.7 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.
- 26.8 Preference where allowed in the evaluation of tenders shall not exceed 15%

- 26.9 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 26.10 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 26.11 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.
- 26.12 Poor past performance shall not be used as an evaluation criteria unless specifically provided for in the appendix.

27 AWARD OF CONTRACT

Award Criteria

- 27.1 Subject to Sub-clause 27.2, the Employer will award the Contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works as required in Sub-clause 2.1 and 2.2 here above.
- 27.2 The Employer reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders, at any time prior to award of Contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the Employer's action.

28 Notification of Award

- 28.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by cable, telefax or telex and confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called "Letter of Acceptance") shall name the sum (hereinafter and in all Contract documents called "the Contract Price") which the Employer will pay to the Contractor in consideration of the execution and completion of the Works as prescribed by the Contract.
- 28.2 At the same time that the Employer notifies the successful tenderer that his tender has been accepted, the Employer shall notify the other tenderers that the tenders have been unsuccessful.
- 28.3 Within fourteen [14] days of receipt of the Form of Contract Agreement from the Employer, the successful tenderer shall sign the form and return it to the Employer together with the required Performance Security.

- 28.4 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

29 Performance Guarantee

- 29.1 Within twenty eight [28] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in the amount stated in the Appendix to Instructions to Tenderers and in the format stipulated in the Conditions of Contract.
- 29.2 The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer's option by a reputable Bank approved by the Employer and located in the Republic of Kenya and shall be divided into two elements namely, a performance security payable in foreign currencies (based upon the exchange rates determined in accordance with clause 60(5) of the Conditions of Contract) and a performance security payable in Kenya Shillings. The value of the two securities shall be in the same proportions of foreign and local currencies as requested in the form of foreign currency requirements.
- 29.3 Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract. The Employer may award the Contract to the next ranked tenderer.

30 Advance Payment

An advance payment, if approved by the Employer, shall be made under the Contract, if requested by the Contractor, in accordance with clause 60(1) of the Conditions of Contract. The Advance Payment Guarantee shall be denominated in the proportion and currencies named in the form of foreign currency requirements. For each currency, a separate guarantee shall be issued. The guarantee shall be issued by a Bank located in the Republic of Kenya, or a foreign Bank through a correspondent Bank located in the Republic of Kenya, in either case subject to the approval of the Employer.

31 Corrupt or fraudulent practices

- 31.1 The procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

APPENDIX TO INSTRUCTIONS TO TENDERERS

Notes on the Appendix to Instructions to Tenderers

The Appendix to Form of Tender shall complement or amend the provisions of the instructions to tenderers (Section II). Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix to form of tender, the provisions of the appendix therein shall prevail over those of the instructions to tenderers.

EVALUATION CRITERIA

Based on the information contained in the Instructions to Tenderers and the appendix thereof, the following will be the evaluation criteria for determination of responsive tenderer leading to award of the contract:

a) Mandatory Requirements

No	Requirement	Compliance
1.	Copy of Registration/incorporation certificate to show that the applicant is a registered company and legally authorized to do business in Kenya	Must meet
2.	A valid and current tax compliance certificate	Must meet
3.	Submission of a valid registration certificate issued by the National Construction Authority (NCA) for category NCA 6 or superior for Building works category .	Must meet
4.	Must have done at least three (3) similar work of Building and Construction project undertaken in the last 5 years (2014 to date). Bidders to provide a list.	Must meet
5.	Have minimum average annual construction turnover of not less than Kshs. 10 Million for contracts in progress or completed within the last five (5) years i.e. 2018, 2017, 2016, 2015 and 2014. This shall be evidenced by either: <ol style="list-style-type: none"> 1. Receipts issued by clients and/or 2. Completion certificate indicating contract price 3. Certified Interim Payment Certificate of ongoing works of not less than 70% complete 	Must meet
6.	Proof of access to liquid assets of not less than Kshs. 5 Million or capacity to have a minimum cash flow of KShs 5 million. This shall be evidenced by: <ol style="list-style-type: none"> 1. Letter of line of credit from approved financial institution specific to this project and indicating the amount available OR 2. Overdraft facility from a commercial bank specifically for this project and indicating the amount to be availed OR 3. certified bank statement for the last six months. 	Must meet
7.	Submission of Tender Security of the amount of KShs 500,000 valid for 150 days after tender opening in the prescribed format.	Must meet
8.	Certified copies of audited financial statements incorporating balance sheets (statements of financial position), profit and loss statements (statements of comprehensive income) and cash flow statements for the last three years (2017, 2016, 2015) prepared in accordance with International Financial Reporting Standards and incorporating audit opinions issued in accordance with ICPAK By-Law No. 38	Must meet

No	Requirement	Compliance
9.	A written Power of Attorney authorizing the signatory of the tender to commit the Tenderer.	Must meet
10.	Duly filled Confidential Business Questionnaire form. Provide details of Company's Director's and attach copies of their national identification cards or passports.	Must meet
11.	Duly filled Declaration Form as prescribed	Must meet
12.	Duly filled Self Declaration Form	Must meet
13.	Duly filled and signed Certificate of Site Visit/Pre-bid meeting	Must meet
14.	Duly filled form of tender	Must meet
NOTE: Tenderers who will not meet ANY of the above mandatory requirements will not be evaluated further.		

b) Technical Evaluation. Technical requirements will be scored as indicated below:-

TECHNICAL EVALUATION SCORE				
ITEM	DESCRIPTION			POINT SCORE SCALE
1	EXPERIENCE			Max 35
	a	General Experience in Building and Construction Industry (Civil Works, Electrical Works, Mechanical Works etc).		0-5
	b	<p>Specific experience in related works</p> <p>Company past similar works experience of building works in the last 5 years of not less than Kenya shillings 10 million each. Provide proof of similar works in terms of copies of contracts agreements, LPO, completion certificates or Interim completion certificates of not less than 70% complete.</p> <ul style="list-style-type: none"> • Three or more similar Building works – 30 Marks • Two similar Building works – 20 Marks • One similar work – 10 Marks • None – 0 Marks 		0-30
2	KEY PERSONNEL			Max 23
	Project Manager (Max 7marks)	Qualification	Post Graduate	5
			Degree	4
		Post Registration Experience	5 years and above	4
			3-5 years	2
	Site Agent / Site Engineer (Max 5.5marks)	Qualification	Degree	4
			HND	2
Relevant		7 years and above	2.5	

TECHNICAL EVALUATION SCORE						
			Experience	5-7 years	2.0	
				3-5 years	1.5	
			Site Foreman (Max 3.0marks)	Qualification	Degree	2
					Diploma	1.0
	Relevant Experience	10 years and above	1.5			
		Below 10 years	1.0			
	Civil Engineering Technician (Max 3.0marks)	Qualification	HND	2		
			Diploma	1.0		
		Relevant Experience	5 years and above	2		
			3-5 years	1.0		
1-3 years			0.5			
3		PLANT AND EQUIPMENT				Max 30
	Relevant Equipment	Owned (100% of marks)		0-30		
		Leased (70% of marks)		0-21		
4	WORK METHODOLOGY				Max 12	
	a)	Program of works		0- 4		
	b)	Detailed Methodology		0- 5		
	c)	Methodology on safety during the construction period		0-3		
	TOTAL				MAX 100	
Minimum Technical Score					70	

c) Equipment proposed for the works (30 points)

This category shall attract a maximum score of 30 points of the total technical evaluation score. The bidders are expected to be in possession of the following plant and equipment required for the works:

	PLANT & EQUIPMENT	MINIMUM NUMBER
1	Water Bowser (8000 litres)	1 No.
2	Tippers – 7 Tons	1 No.
3	Concrete Mixers	2 No.
4	Poker Vibrators	2 No.
5	Pick up (2 ton)	1 No.
6	1-ton Compactor	1 No.

7	Bar bending machines	2 No.
8	Dewatering pumps	1 No.

Bidders to attach proof of ownership for the above indicated equipment. Where the Bidder intends to lease or hire the equipment, the Bidder shall attach a lease agreement for the respective equipment referring to this tender.

Sub criteria scores on Plant and Equipment: –

- a) 1 No. Water Bowser (8000 lts); owned (4 marks) - Hired (3 mark)
- b) 1 No. Tipper – 7 Tons; owned (5 marks) - Hired (4 mark)
- c) 2 No. Concrete Mixers; owned-(4 marks) - Hired (3 mark)
- d) 2 No. Poker Vibrators; - owned (3 marks) - Hired (2 mark)
- e) 1 No. Pick up (2 ton); owned (4 marks) – Hired (3 mark)
- f) 1 No. 1-ton Compactor - owned (3 marks) - Hired (2 mark)
- g) 2 No. Bar bending machines - owned (4 marks) - Hired (2 mark)
- h) 1 No. Dewatering pump - owned (3 marks) - Hired (2 mark)

Only bidders with a technical score of 70 points and above out of the maximum possible 100 points shall be considered technically responsive, hence qualify for evaluation of their financial bid.

d) Financial evaluation

Comparison of prices will be done and the lowest evaluated bidder will be considered for award.

NOTE

Bidders are hereby notified that due diligence shall be carried out on the information provided by the bidder. Any false information provided will lead to automatic disqualification.

Pre-Bid/Site visit Meeting

Bidders are informed that Pre-Bid Meeting and Site Visit will be held on **9th January 2019 at 2.00 pm** at Roret Pineapple Plant site, Roret town, Kericho County.

Attendance of the pre-bid meeting is **MANDATORY**, the tenderer's should visit site at the prescribed time and shall ensure that the site visit certificate is signed after such visit. The costs for this visit are at the tenderer's cost.

2.22

The qualifications and experience of key personnel proposed for administration and execution of the contract, both on and off site are as listed below. Bidder to attach CVs and academic certificates for each staff.

	TITLE	MINIMUM NUMBER	MINIMUM QUALIFICATION
1	Project Manager	1	BSc Civil Engineering or Construction Management

			Registered Engineer (ERB / EBK / IEK) Experience – Five years post registration Specific experience on Building and Construction Works – Five years
2	Site Agent / Site Engineer	I	BSc Civil Engineering or Construction Management Experience – Seven years Specific experience on Building and Construction Works – five years
3	Site Foreman	I	National Diploma in Civil Engineering or Construction Management Experience – Ten years Specific experience on Building and Construction Works Seven years
4	Civil Engineering Technician	I	National Diploma in Civil Engineering Experience – Five years in Building and Construction

SECTION III

CONDITIONS OF CONTRACT, PART I – GENERAL CONDITIONS

The Conditions of Contract, Part I – General Conditions, shall be those forming Part I of the “Conditions of Contract for Works of Civil Engineering Construction, Fourth Edition 1987, re-printed in 1992 with further amendments, prepared by the Federation Internationale des Ingenieurs – conseils (FIDIC).

The Conditions are subject to variations and additions set out in Part II hereof entitled “Conditions of Contract, Part II - Conditions of Particular Application”.

Subsequent and more recent editions of the FIDIC document may have their clause numbers different from those referred to in “Conditions of Contract, Part II - Conditions of Particular Application”. Cross-referencing will be done by way of relevant clause to equivalent clause as appropriate.

Note

- i. The standard text of the General Conditions of Contract must be retained intact to facilitate its reading and interpretation by tenderers. Any amendments and additions to the General Conditions, specific to a given Contract, should be introduced in the Conditions of Particular Application or in the Appendix to Form of Tender.
- ii. The Conditions of Particular Application take precedence over the General Conditions of Contract.
- iii. Copies of the FIDIC Conditions of Contract can be obtained from:
FIDIC Secretariat
P.O. Box 86
1000 Lausanne 12
Switzerland
Fax: 41 21 653 5432
Telephone: 41 21 653 5003

**SECTION IV
CONDITIONS OF CONTRACT PART II
(CONDITIONS OF PARTICULAR APPLICATION)**

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SECTION IV
CONDITIONS OF CONTRACT PART II – CONDITIONS OF
PARTICULAR APPLICATION

GENERAL

The Conditions of Contract Part II – Conditions of Particular Application, modify and compliment like-numbered clauses in the Conditions of Contract Part I – General Conditions. Both Parts shall be read together, with the Conditions of Particular Application prevailing in case of conflict or discrepancy. Clauses of the General Conditions not specifically modified and supplemented shall remain in effect.

Clause No.

Definitions and Interpretation

1.1 (a)(i) The said “Employer” shall be **County Government of Kericho, Head Office, P.O. Box 112 - 20200, Kericho, Kenya**, represented by the Project Manager to be appointed..

(iv) The said “Engineer” shall be Chief Officer Public Works Roads and Transport or any other “Competent Person” appointed by the Employer, and notified to the Contractor, to act in replacement of the Engineer. The “Competent Person” may be an individual(s), a consultancy firm, a Government Agency, or any combination of professionals to be appointed at the discretion of the Employer.

(b)(i) Insert in line 2 after “the Bills of Quantities”, the following, “the rates entered by the Contractor (whether or not such rate is employed in computation of the Contract Price)”.

Add the following sub-clause;

Engineer’s Duties and Authority

2.1 (b) The Engineer shall obtain specific approval of the Employer before taking any of the following actions specified in Part I:

(i) Consenting to the sub-letting of any part of the Works under clause 4.

(ii) Certifying additional cost determined under Clause 12

(iii) Determining an extension of time under Clause 44

(iv) Issuing a variation under Clause 51 except in an emergency situation as reasonably determined by the Engineer.

(v) Fixing rates or prices under clause 52

4 Assignment and Subcontracting

1.1 Delete the second and third sentence and substitute:

No single subcontract may be for more than 10 percent of the Contract Price nor shall the sum of all subcontracts exceed 25 percent of the Contract price. No one subcontractor may be awarded subcontracts to a total value greater than 10 percent of the Contract Price. All subcontracts greater than 2 percent of the Contract Price are to have the prior consent of the Engineer. The Contractor shall however, not required such consent for purchases of materials or to place contracts for minor details or for any part of the Works of which the manufacturer of supplier is named in the Contract. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any subcontractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen.

5 Contract Documents

5.1 (a) The language governing this Contract shall be English.

The “Ruling Language” which shall be used to interpret this Contract shall be English. Communication between the Contractor and Engineer or Engineer’s representative shall be in English.

- (b) The law applicable to this Contract shall be the laws of the Republic of Kenya. Except to the extent otherwise provided by the Contract, the Kenyan courts shall have exclusive jurisdiction to hear and to determine all actions and proceedings in connection with and arising out of the Contract, and the Contractor shall submit to the jurisdiction of Kenyan courts for the purpose of any such actions and proceedings.

1.1 Delete the documents listed 1-6 and substitute:

- (1) The Contract Agreement;
- (2) The Notification of Award;
- (3) Tender and Appendix to Form of Tender;
- (4) The Conditions of Contract Part II;
- (5) The Conditions of Contract Part I (FIDIC);
- (6) The Special Specifications;
- (7) The Standard Specifications for Road and Bridge Construction, MOTC – 1986;
- (8) Clarifications and rectifications accepted by the Employer;
and
- (9) The Drawings;
- (10) The priced Bills of Quantities; and
- (11) Schedules and other documents forming part of the Contract.

I.1 Add to sub clause 8.1 the following:

- (a) Within 28 days after receipt of the Engineer's order to commence the Works, the Contractor shall establish an office at the Site duly equipped for the Contractor's representative and his supervisory personnel.

The Contractor shall maintain this office throughout the Contract period. The said office shall be the legal domicile of the Contractor, and all correspondence sent to this office shall be deemed to have been sent to the Contractor's head office.

- (b) A foreign Contractor or a Kenya-foreign joint venture, if not registered in Kenya under the applicable laws of Kenya, shall undertake registration upon receipt of the letter of acceptance and prior to signing of the Contract.

10.1 **Performance Security**

Sub-Clause 29.1 to 29.3

In lines 1,2 and 3 delete the words "If the Contract... within 28 days" and substitute "The Contractor shall obtain a Performance Security within 28 days"

Add the following at the end of this Sub-Clause:-

The Performance Security shall be in any of the following forms:

- (1) Cash
- (2) A Bank Guarantee
- (3) Such Insurance Company Guarantee as may be approved by the Authority

The amount of guarantee shall be as stated in the Appendix to Form of Tender.

In the case of a bank guarantee, it shall be issued either (a) by an established and reputable bank approved by the Employer and located in Kenya or a foreign bank through a correspondent established and reputable bank located in Kenya and approved by the Employer or (b) directly by a foreign bank acceptable to the Employer. The performance security shall normally be in the currency or currencies requested for payment by the Contractor and in the same proportions as those requested for payment in the Contract.

The performance security may, subject to the approval of the Engineer, be adjusted at the end of each period of 12

months to reflect the residual value of the Contract Works.

10.2 The performance guarantee shall be valid until a date 28 days after the date of issue of the Taking-Over Certificate. The security shall be returned to the Contractor within 28 days of the expiration.

10.3 Delete sub-clause 10.3

11.1 **Inspection of Site**

Add the words “and the Contractor shall be deemed to have based his tender on all the aforementioned” after the words “affect his tender”.

Delete the last paragraph completely and replace with the following:

“The Employer in no way guarantees completeness nor accuracy of the soil, materials, subsurface and hydrological information made available to the Contractor at the time of tendering or at any other time during the period of the Contract, and the Contractor shall be responsible for ascertaining for himself all information as aforesaid for the execution of Works and his tender shall be deemed to have been priced accordingly.

14.1 **Programme to be Submitted**

The time within which the Programme shall be submitted shall be twenty eight (28) days. This detailed Programme shall be based upon the programme submitted by the Contractor as part of his tender and shall, in no material manner, deviate from the said programme.

The Contractor shall allow in his Programme for the following 11 public holidays per calendar year in Kenya upon which the Contractor shall not be permitted to work

New Year's Day	(1st January)
Good Friday	
Easter Monday	
Labour Day	(1st May)
Madaraka Day	(1st June)
Idd-UI-Fitr	
Mashujaa Day	(20th October)
Jamhuri Day	(12th December)
Christmas Day	(25th December)
Boxing Day	(26th December)

The Contractor should also allow per calendar year for a further 2 unspecified public holidays which may be announced by the Government of Kenya with no prior notification, and upon which he shall not be permitted to work.

14.2 Add the following at the end of this sub clause:-

The Employer shall have the right to withhold payment at any time if the Contractor fails to submit the contractual construction programmes in accordance with sub clause 14.1 above or revise construction programmes due to his negligence, failure or omission.

14.3 **Cash Flow Estimate to be Submitted**

The time limit within which a detailed cash flow estimate is to be submitted shall be twenty eight (28) days.

In preparing the estimates, the Contractor shall make provision for Advance payment, repayment of advance, retention, payment for services provided by the Employer and timing implications of sub clause 60 – Certificates and Payments.

15 **Contractor's Superintendence**

Add the following at the end of the first paragraph of sub-clause 15.1:

- 15.1 The Contractor shall, within seven (7) days of receipt of the Engineer's order to commence the Works, inform the Engineer in writing, the name of the Contractor's representative and the anticipated date of his arrival on Site.

Add the following sub-clause 15.2:

- 15.2 The Contractor's agent or representative on the Site shall be an Engineer registered by the Engineer's Registration Board of Kenya in accordance with the Laws of Kenya cap. 530 or have equivalent status approved by the Engineer and shall be able to read, write and speak English fluently.

1.1 **Engineer at Liberty to object**

At the end of this clause add "by a competent substitute approved by the Engineer at the Contractor's own expense".

The Contractor is encouraged to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications who are Kenyan citizens.

Safety, Security and Protection of the Environment

1.1 Add at the end of sub clause 19.1 the following: -

The formulation and enforcement of an adequate safety program shall be the obligation of the Contractor with respect to all the Works under this Contract, regardless of whether performed by the Contractor or his subcontractors.

The Contractor shall, within 14 days after commencement of the Works, meet the Engineer to present and discuss his plan for the establishment of such safety measures as may be necessary to provide against accidents, unsafe acts and so forth. Within 28 days after commencement of the Works, the Contractor shall submit a written safety program to the Engineer covering the overall Works and based on the laws and regulations of Kenya. In addition, he shall prepare special safety programs for blasting and handling of explosives as stipulated in the General and Special Specifications.

Notwithstanding the foregoing, the Contractor shall observe the following measures with a view to reducing or eliminating adverse environmental effects by the Site Works:

- (i) All queries and borrow pits shall be filled and landscaped to their original state after extraction of construction material
- (ii) Soil erosion due to surface runoff or water from culverts or other drainage structures should be avoided by putting in place proper erosion control measures that shall include, but not limited to grassing , planting of trees, gabions etc.
- (iii) Long traffic diversion roads shall be avoided so as to minimize the effect of dust on the surrounding environment. In any case all diversions shall be kept damp and dust free at the Contractor's expense.
- (iv) Spillage of oils, fuels and lubricants shall be avoided and if spilt, shall be collected and disposed off in such a way as not to adversely affect the environment.
- (v) Rock blasting near settlement areas shall be properly coordinated with the relevant officers of the Government so as to minimize noise pollution and community interference.
- (vi) Dumping shall be done only at designated dumping areas and not haphazardly on surroundings.

1.2 **Insurance of Works & Contractor's Equipment**

- 21.1 (a) Delete the first sentence of this clause and replace with the following:

“Prior to commencement of the Works the Contractor shall, without limiting his or the Employer’s obligations and responsibilities under Clause 20, insure to the satisfaction of the Employer.”

- β (b) Add the following words at the end of sub - paragraph (a) and immediately before the last word in (b)

“it being understood the insurance shall provide for compensation to be payable in the types and proportions of the currencies required to rectify the loss or damage incurred.”

In sub clause 21.1(b), delete the words “or as may be specified in Part II of these Conditions”.

- 01.1 (a) Delete the words “from the start of Work at the Site” and substitute with the words “from the first working day after the commencement date”

(c) Add the following sub-clause: “It shall be the responsibility of the Contractor to notify the insurance company of any change in the nature and extent of the Works and to ensure the adequacy of the insurance coverage at all times during the period of the Contract”.

23.1 Third Party Insurance

Add the following at the beginning of this sub-clause:-

“Prior to commencement of the Works

23.2 Minimum Amount of Insurance

Add the following at the end of this sub-clause:-

“ with no limits to the number of occurrences.”

- 1.1 Insert the words “as soon as practicable after the respective insurances have been taken out but in any case” before the words “Prior to the start of Work at the Site”

Add the following sub-clauses 25.5 to 25.7

25.1 Insurance Notices

Each policy of insurance effected by the Contractor for the purpose of the Contract shall include a provision to the effect that the Insurer shall have a duty to give notice in writing to the Contractor and Employer of the date when a premium becomes payable not more than thirty (30) days after the giving of such notice.

25.2 Re-insurance in Kenya

The risks against which the Contractor is obliged to insure under the Contract shall be insured through established and reputable companies approved by the

Employer and located in Kenya and any cover against risks which the Contractor may enjoy shall be reinsured in Kenya by an approved Kenyan Insurance Company In respect of the Contractor's obligations under the Contract.

- 25.3 It shall be the responsibility of the Contractor to notify the insurers under any of the insurances referred or event which by the terms of such insurances are required to be so notified and the Contractor shall indemnify and keep indemnified the Employer against all losses, claims, demands, proceedings, costs, charges and expenses whatsoever arising out of or in consequence of any default by the Contractor in complying with the requirements of this sub clause whether as a result of avoidance of such insurance or otherwise.

26. **Compliance with Statutes, Regulations**

Add the following sub-clause 26.2;-

The Employer will repay or allow to the Contractor all such sums as the Engineer shall certify to have been properly payable and paid by the Contractor in respect of such fees. Provided always that, without prejudice to sub clause, nothing contained in this clause shall be deemed to render the Employer liable to all claims which may be considered to fall within the provisions of clause 22.1.

Royalties

- 1.1 Add the following at the end of this sub-clause;

“The Contractor shall also be liable for all payments or compensation, if any, that are levied in connection with the dumping of part or all of any such material.”

Interference with Traffic and Adjoining Properties

- 01.1 Add new sub-clause 29.2;

The Contractor shall reinstate all properties whether public or private which are damaged in consequence of the construction and maintenance of the Works to a condition at least equal to that prevailing before his first entry on them.

If in the opinion of the Engineer the Contractor shall have failed to take reasonable and prompt action to discharge his obligations in the matter of reinstatement, the Engineer will inform the Contractor in writing of his opinion, in which circumstances the Employer reserves the right to employ others to do the necessary work of reinstatement and to deduct the cost thereof from any money due or to become due to the Contractor.

The Contractor shall promptly refer to the Employer all claims, which may be considered to fall within the provisions of Clause 22.1.

LABOUR

- 34.1 **Conditions of Employment of Labour**

The Contractor shall be responsible for making all arrangements for and shall bear all costs relating to recruitment, obtaining of all necessary visas, permits or other official permission for movements of staff and labour.

34.2 Fair Wages

The Contractor shall, in respect of all persons employed anywhere by him in the execution of the Contract, observe and fulfill the following conditions:

- (a) The Contractor shall pay the rates of wages, observe hours of labour and provide conditions, housing amenities and facilities not less favorable than those required by the Regulation of wages (Building and Construction Industry) Order 1998, and any subsequent amendments thereto, or in any ministry of labour or other government department in consultation with the district whose general circumstances in the trade or industry in which the Contractor is engaged are similar. The Contractor shall at all times during the continuation of the Contract display, for the information of his employees, a notice setting out the general rates of wages, hours and conditions of labour of his employees and a copy of this clause.
- (b) In the absence of any rates for wages, hours or conditions of labour so established, the Contractor shall pay rates or wages and observe hours and conditions for labour which are not less favourable than the general circumstances in the trade or industry in which the Contractor is engaged.
- (c) Where the absence of established rates of wages, hours and conditions of labour or the dissimilarity of the general circumstances in the trade or industry in which the Contractor is engaged prevent the Contractor from observing rates of wages, hours and conditions of labour ascertained under sub-paragraph (a) or (b) above, the Contractor in fixing the rates of wages, hours and conditions of labour of his employees shall be guided by the advice of the labour department.
- (d) The Contractor shall recognize the freedom of his employees to be members of trade unions.
- (e) The Contractor shall maintain records of the times worked by, and the wages paid to his employees. The Contractor shall furnish to the Employer, if called upon so to do, particulars of the rates of wages, hours and conditions of labour as the employer may direct.
- (f) The Contractor shall be responsible for observance by his sub-Contractors of the foregoing provisions.

34.3 Breach of Fair Wages Clause

Should a claim be made to the Employer alleging the Contractor's default in payment of fair wages to any workman employed on the Contract and if proof thereof satisfactory to the Employer is furnished by the labour department, the Employer may, failing payment by the Contractor, pay the claims out of any monies due or which may become due to the Contractor under the Contract.

34.4 Recruitment of Unskilled Labour

Any additional unskilled labour which may be required by the Contractor for the Works and which is not in his employ at the time of the acceptance of the tender shall be recruited by the Contractor from the labour office nearest to the Site of the Works.

34.5 Compensation for injury

The Contractor shall, in accordance with the Workman's Compensation Act Chapter 236 of the laws of Kenya and any other regulations in force from time to time in Kenya, pay compensation for loss or damage suffered in consequence of any accident or injury or disease resulting from his work to any workman or other person in the employment of the Contractor or any sub-contractor.

34.6 Labour Standards

- a) The Contractor shall comply with the existing local labour laws, regulations and labour standards.
- b) The Contractor shall formulate and enforce an adequate safety program with respect to all Work under this Contract, whether performed by the Contractor or his sub-contractors. The Contractor has assurance from the Employer of cooperation where the implementation of these safety measures requires joint cooperation.
- c) Upon written request of the Employer the Contractor will remove or replace any of his employees employed under this Contract.

34.7 Recruitment

The Contractor shall not induce personnel of the Employer or the Engineer to leave their regular employment and shall not, without the prior consent in writing of the Employer, employ personnel who have resigned from such service within the preceding twelve months.

35 Add the following subclauses 35.2 and 35.3:-

35.2 The Contractor shall maintain such records and make such reports concerning safety, health and welfare of persons and damage to property as the Engineer may from time to time prescribe.

35.3 The Contractor shall report to the Engineer details of any accident as soon as possible after its occurrence. In the case of any fatality or serious accident, the Contractor shall, in addition, notify the Engineer immediately by the quickest available means. The Contractor shall also notify the relevant authority(s) whenever such report is required by the law.

41.1 Commencement and Delays

Insert immediately after the word Works----- "on Site within 28 days" and before the word -----after

41.2 Definition of Commencement

For the purposes of this clause, the Works shall be deemed to have commenced when all of the following conditions are satisfied;

- a) The approved competent and authorized agent or representative of the Contractor is resident in the project area and is giving his whole time to the superintendence of the Works.
- b) The provision by the Contractor of evidence that all insurances required by the Contract are in force.
- c) The Contractor has an established office in the project area with postal address for receipt of correspondence.
- d) The principal items of constructional plant have been brought to Site and put to work in the execution of the permanent Works.

1.1 Possession of Site and Access Thereto

Add the following to this clause 42.4;

The Contractor shall not enter any part of the Site until he has requested and received permission to do so from the Employer or the Engineer.

The Contractor shall not use any portion of the Site for any purpose not connected with the Works.

41.3 Time for Completion

Add at the end of sub-clause 43.1 the following:

The Time for Completion of the Works Shall be Twelve (12) months from the Commencement Date.

44.1 Add at the end of sub-clause 44.1 the following:

Neither rains falling between 1st November and 31st December (inclusive) and between 1st February and 31st May (inclusive) nor floods caused by such rains shall be deemed exceptional weather conditions such as may fairly entitle the Contractor to an extension of time for the completion of the Work.

2 Working Hours

Delete sub-clause 45.1 and substitute:

“Subject to any provision to the contrary contained in the Contract, the Contractor shall have the option to work continuously by day and by night and on locally recognized days of rest.

If the Contractor requests for permission to work by day and night and if the Engineer shall grant such permission, the Contractor shall not be entitled to any additional payment for so doing. All such work at night shall be carried out without unreasonable noise or other disturbance and the Contractor shall indemnify the Employer from and against any liability for damages on account of noise or other disturbance created while or in carrying out night work and from and against all claims, demands, proceedings, costs, charges and expenses whatsoever in regard or in relation to such liability. In addition, the Contractor shall be required to provide, for any work carried out by night or recognized days of rest, adequate lighting and other facilities so that the Work is carried out safely and properly.

In the event of the Engineer granting permission to the Contractor to work double or rotary shifts or on Sundays, the Contractor shall be required to meet any additional costs to the Employer in the administration and supervision of the Contract arising from the granting of this permission.

I.1 Reduction of Liquidated Damages

There shall be no reduction in the amount of liquidated damages in the event that a part or a section of the Works within the Contract is certified as completed before the whole of the Works comprising that Contract.

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

The sum stated in the Appendix to Form of Tender as liquidated damages shall be increased by a sum equivalent to any amount payable by the Employer to the Contractor under clause 70.1 in respect of an increase in costs in such period that would not have been incurred by the Contractor if the Works had been completed by the due date for completion prescribed by clause 43.

49 Defects Liability

49.1 Add at the end of this sub-clause the following sentence: -
The Defects Liability Period shall be six (6) months.

49.2 Add at the end of this sub-clause the following sentence
Any work ordered to be executed under this clause shall be done at a time and in a manner as directed by the Engineer so as to interfere as little as possible with the operations of the Employer or of other contractors and no extension(s) of the defects liability period will be allowed for the execution of this Work.

52 Variations

52.1 Add the following final sentence to this subclause:-

The agreement, fixing or determination of any rates or prices as aforesaid shall include any foreign currency and the proportion thereof.

I.1 Daywork

Add the following at the end of this sub-clause:

The Work so ordered shall immediately become part of the Works under the Contract. The Contractor shall, as soon as practicable after receiving the Daywork Order from the Engineer undertake the necessary steps for due execution of such Work. Prior to commencement of any work to be done on a Daywork basis, the Contractor shall give a notice to the Engineer stating the exact time of such commencement.

54 **Plant, Temporary Works and Materials**

Delete Sub-Clauses 54.3 to 54.4 entirely.

For the purpose of these Clauses, the term “Equipment” shall be read as “Contractor’s Equipment” where the context so requires.

54.1 Line 5: - Add “written” between “the” and “consent”.

Quantities

55.1 Delete sub-clause 55.1 and substitute with the following;

The quality and quantity of the Work included in the Contract Price shall be deemed to be that which is set out in the Contract Bills. The Bills, unless otherwise expressly stated therein, shall be deemed to have been prepared in accordance with the principles of the latest edition of the Civil Engineering Standard Method of Measurement.

Any error in description or in quantity or any omission of items from the Contract Bills or Specifications shall not vitiate this Contract but shall be corrected and deemed to be a variation required by the Engineer. Subject to the foregoing, any error whether arithmetical or not in the computation of the Contract Price shall be deemed to have been accepted by the parties hereto.

The Contract Price shall not be adjusted or altered in any way whatsoever otherwise than in accordance with the express provisions of these Conditions.

55.2 Add as a new sub-clause:

“Items of Work described in the Bills of Quantities for which no rate or price has been entered in the Contract shall be considered as included in other rates and prices in the Contract and will not be paid for separately by the Employer.

Measurement

1.1 Delete sub clause 56.1 and replace with the following:-

The Contractor shall prepare and submit to the Engineer all necessary field notes and other records taken and computations made for the purpose of quantity measurements, of which the forms shall be approved by the Engineer, for the monthly progress payment under clause 60. The measurement of work

quantities made by the Contractor shall be verified and certified by the Engineer based on the above-mentioned documents.

The Contractor shall furnish all personnel, equipment and materials to make such surveys and computations as necessary to determine the quantities of work performed. Unless otherwise prescribed in the specifications or the drawings, all measurements for payment shall be made by the dimensions, lines and grades as shown on the drawings or by direct survey of which the methods shall be approved by the Engineer.

The documents submitted for measurement and payment shall become the property of the Employer and shall be used to the extent necessary to determine the monthly progress payment to be made to the Contractor under the Contract. Direct survey, if done, shall be subject to checking and verification by the Engineer and all errors in the said survey work and related computations as found during such checking shall be immediately corrected by the Contractor.

- I.1 Delete sub clause 57.1 and substitute with the following:-
The Works shall be measured net with deductions made in accordance with the principles of the latest edition of the Civil Engineering Standard Method of Measurement. All measurements shall be given in metric (SI) units.

PROVISIONAL SUMS

1.1 Prime Cost sum

Wherever an item in the Bills of Quantities has been referred to as a "P.C. Sum" (Prime Cost Sum), that item shall be construed as a Provisional sum and the provisions of Sub-clauses 58.1 to 58.3 will apply.

- I.1 Add the following paragraph at the end of sub clause 59.5:-

If the Engineer desires to secure final payment to any nominated sub-contractor before final payment is due to the Contractor and if such sub-contractor has satisfactorily indemnified the Contractor against any latent defects, the Engineer may, in an interim certificate, include an amount to cover the said final payment, and thereupon the Contractor shall pay to such nominated sub-contractor the amount so certified. Upon such final payment, the amount named in the Appendix to Form of Tender as Limit of Retention Money shall be reduced by the sum which bears the same ratio to the amount as does the subcontract and sub-contractor shall be discharged from all liability for the Work, materials or goods executed or supplied by such subcontractor under the Contract to which the payment relates.

Certificates and Payment

Delete Sub-clauses 60.1 to 60.10 entirely and substitute with the following:-

60.1 Advance Payment

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 of 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 advance shall be effected by deductions from monthly interim payments.
- d) 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:

$$R = \frac{A (x^I - x^{II})}{80 - 20}$$

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

X^I = 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^{II} = 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%.

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

60.2 Interim Payment Certificate

The Contractor shall submit to the Engineer, in the manner required by the Engineer after the end of each month a statement showing the estimated total value of permanent Work properly executed and materials or goods for permanent works brought to Site up to the end of the previous month (if the value shall justify the issue of an interim certificate) together with any

adjustments under clause 70 and any outstanding claims and sums the Contractor considers may be due to him. The Contractor shall amend or correct his estimate as directed by the Engineer and the latter shall not accept it until he is satisfied that it is fair and reasonable.

With respect to the said materials and goods, no payment for them shall be made unless:-

- (i) The materials are in accordance with the specifications for the Works;
- (ii) The materials have been delivered to Site and are properly stored and protected against loss, damage or deterioration;
- (iii) The Contractor's record of the requirements, orders, receipts and use of materials are kept in a form approved by the Engineer, and such records are available for inspection by the Engineer;
- (iv) The Contractor has submitted a statement of his cost of acquiring and delivering the materials and goods to the Site, together with such documents as may be required for the purpose of evidencing such cost;
- (v) The materials are to be used within a reasonable time.

The Contractor will be paid on the certificate of the Engineer the amount due to him on account of the estimated total value of the permanent Work executed up to the end of the previous month together with such amount (not exceeding 75% of the value) as the Engineer may consider proper on account of materials and goods for permanent Work delivered by the Contractor on Site and in addition, such amount as the Engineer may consider fair and reasonable for any Temporary Works for which separate amounts are provided in the Bill of Quantities, all of which shall be subject to a retention of the percentage named in the Appendix to Form of Tender until the amount retained (hereinafter and in all Contract documents called the "Retention Money") shall reach the "Limit of Retention Money" named in the said Appendix. Provided always that no interim certificate shall be issued for a sum [such sum always being the net amount thereof after all deductions for retention etc] less than that named in the Appendix to Form of Tender as "Minimum Amount of Interim Certificate" at one time.

Within 14 days after receiving a statement from the Contractor as aforesaid, and subject to the Contractor having made such further amendments and corrections as the Engineer may require, the Engineer shall issue a Certificate of Payment to the Employer showing the amount due, with a copy to the Contractor.

The Engineer shall not unreasonably withhold certifying an Interim Payment Certificate and where there is a dispute regarding an item for payment, the Engineer may delete this disputed item from the Interim Payment Certificate and certify the remainder for payment provided the said payment is in accordance with the preceding paragraph. In cases of difference in opinion as to the value of any item, the Engineer's view shall prevail.

60.3 Final Account and Final Payment Certificate

As soon as possible after the issue of Taking - Over Certificate or the termination of the Contract and not later than the time of issue of Defects Liability Certificate, the Contractor shall prepare and submit to the Engineer (with a copy to the Employer), a Statement of Final Account showing in detail the total value of work done in accordance with the Contract together with all sums paid in previous payments. Within thirty(30) after receipt of such further information as may be reasonably required from the Contractor for its verification, the Engineer shall check the said statement, prepare and submit a Final Payment Certificate to the Employer (with a copy to the Contractor).

The Final Payment Certificate shall state;

- (a) The (final) total value of all Work done in accordance with the Contract;
- (b) After giving credit to the Employer for all amounts previously paid to the Contractor, the balance, if any, due from the Employer to the Contractor or the Contractor to the Employer, as the case may be.

Unless the Contractor notifies the Engineer of his objection to the Final Payment Certificate within twenty eight [28] days of delivery thereof, he shall be deemed to have agreed that he accepts the total Contract Price as set out in the Final Payment Certificate as full settlement for all work done under the Contract including any claims, variations and omissions thereof.

However, a Final Certificate of Payment shall not be conclusive:

- a) to the extent that fraud or dishonesty relates to or affects any matter dealt with in the Certificate, or
- b) if any arbitration or court proceedings under the Contract have been commenced by either party before the expiry of 84 days after the issue of the Final Certificate of Payment.

60.4 Payment of Certificates

Payment upon each of the Engineer's Certificates for Interim Payments shall be made by the Employer within the time stated in the Appendix to Form of Tender from the date of issue of each Certificate of Payment.

Payment upon the Engineer's Final Payment Certificate shall be made by the Employer within the time stated in the Appendix to Form of Tender from the date of issue of the Final Certificate of Payment signed by the Engineer and countersigned by the Contractor or his authorised agent or representative.

Making of a payment by the Employer shall be considered to have been duly executed on the day that the Employer has issued a cheque.

60.5 Payment of Retention Money

One half of the retention money shall become due upon the issue of a Taking – Over Certificate and shall be paid to the Contractor when the Engineer shall certify in writing that the last section of the whole of the Works has been

substantially completed and the other half shall be paid to the Contractor after the expiration of the Defects Liability Period and the issue of a Certificate under Clause 62. Provided always that if such time there shall remain to be executed by the Contractor any Works ordered during such period pursuant to Clauses 49 and 50 thereof, the Employer shall be entitled to withhold payment [until the completion of such Works] of so much of the second half of the Retention Money as shall in the opinion of the Engineer represent the Costs of the Works so remaining to be executed.

Provided further that in the event of different Defects Liability Periods having become applicable to different parts of the Works pursuant to clause 48 hereof the expression “expiration of the Defect Liability Period” shall for the purpose of this Sub-clause be deemed to mean the expiration of the latest of such periods.

60.6 Currency of Payment

The Contract price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya shillings and foreign currency(s) in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate[s] of exchange for the calculation of the amount of foreign currency payment[s] shall be the rate of exchange indicated in the Tender. 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 Engineer 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 Statement 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.

60.7 Overdue Payments

Unless otherwise stated in the appendix interest shall be paid on the overdue amounts and the interest to be paid shall be in accordance with prevailing commercial bank rates.

60.8 Correcting and With-holding

The Engineer may by any interim certificate or through the final account make any correction or modification to any previous certified sum and shall have authority, if any work or part thereof is not being carried out to his satisfaction, to omit or reduce the value of such work in any Interim Payment Certificate.

60.9 Completion by Sections.

If a Taking-Over Certificate shall be issued for any section or part of the Works separately, the payments herein provided for on or after issue of such a Certificate shall be made in respect of such section or part and references to the Contract Price shall mean such part of the Contract Price as shall in the absence of agreement be apportioned thereto by the Engineer.

60.10 Proportion of Foreign Currency

Subject to the provision of sub clause 60.5 the proportion of foreign currency in any amount due to the Contractor or Employer shall be determined in the following manner:-

- a) For all measured Work, the percentages of foreign currency for the appropriate section of the Bill of Quantities as stated in the schedule of foreign currency requirements shall be applied.
- b) Variations in the cost of imported materials shall be paid in foreign currency.
- c) Variations in the cost of locally purchased materials and those due to changes of legislation shall be paid in local currency.
- d) For Day works labour and plant, the respective percentages of foreign currency stated in the schedule shall be applied.
- e) For Day works materials and materials on site, payment in foreign currency will only be made for imported materials.
- f) The provisions for the deduction and release of Retention Money and the payment of interest shall be applied similarly to both the local and foreign portions.
- g) The advance mobilization loan, its repayment thereof and liquidated damages shall all be apportioned on the basis of the ration between local and foreign currency indicated in the Contract Price.
- h) In the event that the payment is for an item not covered in the foregoing paragraphs, the Engineer shall determine the proportion of foreign and local currency based on the information given in the Schedule of Foreign Currency Requirements, together with any additional information he may request the Contractor to provide.

60.11 Statement at Completion

Not later than 14 days after the issue of the Taking-Over Certificate in respect of the whole of the works, the Contractor shall submit to the Engineer a statement at completion showing in detail, in a form approved by the Engineer;

- (a) The final value of all work done in accordance with the Contract up to the date stated in such Taking-Over Certificate.
- (b) Any further sums which the Contractor considers to be due; and
- (c) An estimate of amounts, which the Contractor considers, will become due to him under the Contract.

Estimate amounts shall be shown separately in the Statement at Completion. The Contractor shall amend and correct the Statement as directed by the

Engineer who shall issue a Certificate at Completion to be processed in accordance with sub-clause 60.4.

60.12 Final Statement

Not later than 56 days after the issue of the Defects Liability Certificate, the Contractor shall submit to the Engineer for consideration a draft final statement with supporting documents showing in detail, in the form approved by the Engineer;

- (a) The final value of all work done in accordance with the Contract;
- (b) Any further sums which the Contractor considers to be due to him.

If the Engineer disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Engineer may reasonable require and shall make such changes in the draft as may be required.

60.13 Discharge

Upon submission of the Final Statement, the Contractor shall give to the Employer, with a copy to the Engineer, a written discharge confirming that the total of the Final Statement represents full and final settlement of all monies due to the Contractor arising out of or in respect of the Contract.

Provided that such discharge shall become effective only after payment under the Final Payment Certificate issued pursuant to Sub-clause 60.14 has been made and the Performance Security referred to in Sub-clause 10.1 has been returned to the Contractor.

60.14 Final Payment Certificate

Upon acceptance of the Final Statement as given in Sub-clause 60.12, the Engineer shall prepare a Final Payment Certificate which shall be delivered to the Contractor's authorized agent or representative for his signature. The Final Payment Certificate shall state:

- (a) The final value of all work done in accordance with the Contract;
- (b) After giving credit to the Employer for all amounts previously paid by the Employer, the balance, if any, due from the Employer to the Contractor or the Contractor to the Employer as the case may be

Final Certificate shall be issued for any sum due to the Contractor even if such is less than the sum said named in the Appendix to the Form of Tender.

60.15 Cessation of Employer's Liability

Unless the Contractor notifies the Engineer of his objection to the Final Certificate within fourteen days of delivery thereof he shall be deemed to have

agreed that he accepts the total Contract Price as set out in the Final Certificate as full settlement for all work done under the Contract including any variations and omissions thereof.

1.1 Defects Liability Certificate

Delete the last sentence of this Sub-Clause beginning "Provided that the issue.....in Sub-Clause 60.3".

Remedies

1.1 Assignment of Benefit of Agreement

Add the following at the end of this sub-clause:-

"But on the terms that a supplier or sub-contractor shall be entitled to make any reasonable objection to any further assignment thereof by the Employer and the Employer may pay the supplier or sub-contractor for any such materials supplied or Works executed under such agreement, whether the same be assigned as aforesaid or not, before or after the said determination, the amount due by such arrangement in so far as it has not already been paid by the Contractor".

65 Special Risks

Add sub clause 65.9 as follows:

- (a) In the event of the Employer unilaterally ordering the final Cessation of performance of the Contract for reasons not specified elsewhere in the Conditions of Contract the Contract shall be considered to be frustrated and the Contractor shall be indemnified as provided for under clause 65.1.
- (b) In the event of the Employer ordering the adjournment of the Contract before or after commencement of the Works for reasons not specified elsewhere in the Conditions of Contract, the Contractor shall be entitled to indemnity for any injury which he may have suffered as a consequence of such adjournment. The Engineer shall award the Contractor payment of such sum as in his opinion shall be reasonable giving regard to all material and relevant factors including the Contractor's on costs and overheads, and the nature of the instruction to adjourn the Contract.

Settlement of Disputes

1.1 Arbitration

For the purposes of this Clause, the Arbitrator shall be a person to be agreed between the parties or failing agreement, the Arbitrator shall be appointed by the appointer designated in the Appendix to the Form of Tender.

Add the following paragraph after the last paragraph of sub-clause 67.3:

Arbitration shall take place in Nairobi, Kenya. The language of all arbitration proceedings shall be in English. The cost of arbitration shall be apportioned by the Arbitrator according to his findings.

Notices

68.1 Add the following at the end of this subclause:-

Notwithstanding the foregoing, the Contractor shall either maintain an address close to the Works or appoint an agent residing close to the Works for the purpose of receiving notices to be given to the Contractor under the terms of the Contract. This obligation shall be terminated upon the issue of the Certificate of Completion.

68.2 Delete the words “nominated for that purpose in Part II of these Conditions” in this sub-clause.

Default of Employer

1.1 **Default of Employer**

In paragraph (a) of this Sub-Clause, delete the words “within 28 days of expiry of the time stated in Sub-clause 60.10” and insert “within 56 days after the expiry of the time stated in Sub-Clause 60.4”.

69.1 **Contractor’s Entitlement to Suspend Work**

Delete the first four lines of this Sub-Clause and replace with the following:-

“Without prejudice to the Contractor’s entitlement to interest under Sub-clause 60.7 and to terminate his employment under Sub-Clause 69.1, the Contractor may, if the Employer fails to pay the Contractor the amount due under any certificate of the Engineer within 56 days after the expiry of the time stated in Sub-Clause 60.4.....”

Delete sub-clause 69.4 (b) and substitute with the following----“the amount of such cost, which shall be added to the Contract Price. However, the costs due to idle time for plant, equipment and labour shall not be included in the said costs and shall be borne by the Contractor.

69.2 **Resumption of Work**

In line 3 of this Sub-Clause delete the Words “Sub-Clause 60.10” and replace with “Sub-Clause 60.7”

Changes in Cost and Legislation

1.1 Delete the sub-clause 70.1 in its entirety and substitute with the following:-

“The Contract Price shall be deemed to have been calculated in the matter set below and shall be subject to the adjustment in the event specified hereunder:

- (a) The rates contained in the priced Bill of Quantities are based upon the rates of wages and other emoluments and expenses applicable at the site and the date of tender pricing (as defined in sub-clause 70.4 hereinafter);
- (b) If the said rates of wages and other emoluments and expenses shall be increased or decreased by act, statue, decree, regulation and the like after the said date of tender pricing then the net amount of increase the emoluments and expenses shall, as the case may be, paid to or allowed by Contractor;
- (c) The rates contained in the price Bill of Quantities are based upon the rates of the Contractor's compulsory contributions payable at the date of tender under or by virtue of any Act, Statue, Regulations and the like applicable at the site;
- (d) If any of the said rates of contribution becomes payable after that date then the net amount of new statutory contribution becomes payable after that date then the net amount of increase or decrease of the emoluments and expenses shall, as the case may be, be paid to or allowed by the Contractor. Difference between what the Contractor actually pays in respect of work people engaged upon or in connection with the works and what he would have paid in respect of such person had any of the said rates not been increased or decreased or had a new contribution not become payable as aforesaid, shall as the case may be, be paid to or allowed by the Contractor. Provided always that the Engineer and the Contractor may agree a sum, which shall be deemed to be the net amount of the aforesaid difference, and such sum shall be deemed for the purpose of this Contract to be, that which is to be paid to or allowed by the Contractor by the virtue of this sub-paragraph;
- (e) If the market price or any materials or goods specified as aforesaid shall be increased or decreased after the said Date of Tender Pricing, then the net amount of difference between the basic price and the market price payable by the Contractor and current when any such goods and materials are bought shall, as the case may be, be paid to or allowed by the Contractor. Orders for materials and goods listed as aforesaid shall have been placed within a reasonable time after the date at which sufficient information is available for the placing of such orders, and the placing of orders at that time shall be a condition precedent to any payments being made to the Contractor in respect of increased market prices."

Substitute and add the following sub-clauses:

- 70.2
- (a) If the Contractor shall decide subject to Clause 4 thereof to sub-let any portion of the work he shall incorporate in the sub-contract provisions to the like effect as those contained in sub-clause (I) of this Clause;
 - (c) If the price payable under a sub-contract as aforesaid is increased above or decreased below the price in such sub-contract by reason of the operation of the incorporated provisions of sub-clause (I) of this clause then the net

amount of such increase or decrease shall as the case may be, be paid to or allowed by the Contractor under this Contract.

70.3 The expression “the date of tender pricing” as used in this Clause means the date 28 days prior to the final date for submission of Tenders as determined by the Employer in the Tender documents.

70.1 For imported materials, the supplier’s/manufacturer’s Prime costs shall be C.I.F. cost at point of entry by the same means of transport as determined by the Contractor’s Basic Rate.

For locally produced materials, the supplier’s or manufacturer’s prime costs shall be at their nearest depot or the nearest railway station relevant to the works.

For materials, which are subject to Government Price Control, payments for price variations will be determined from the difference between the control price in force at a date 28 days prior to date for submission of Tenders and the price in force on the date of purchase.

70.2 There shall be no variation of prices in this contract.

70.3 The Contractor shall not change the supplier or manufacturer during the Contract without the approval of the Engineer.

70.4 No payments will be made for price variation related to expenses incurred by the Contractor in his Head Office in Kenya, or overseas.

70.5 All payments made pursuant to Clause 70 shall be in Kenya Shillings.

70.6 No payments will be made for the cost of preparing VOP claims.

70.7 Add the following at the end of this clause.

“Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited as aforesaid if the same shall already have been taken into account in accordance with the provisions of sub-clause 70.1”.

ADDITIONAL CLAUSES

Clause 73 Declaration Against Waiver

The condoning by the Employer of any breach or breaches by the Contractor or any authorized sub-contractor of any of the stipulations and Conditions contained in the Contract shall in no way prejudice or affect or be construed as a waiver of the Employer’s rights, powers and remedies under the Contract in respect of any breach or breaches as aforesaid.

Clause 74 Bribery and Collusion

The Employer shall be entitled to determine the Contract and recover from the Contractor the amount of any loss resulting from such determination if the Contractor shall have offered or given or agreed to

give any person any gift or consideration of any kind as an inducement of regard for doing or fore bearing to do or for having done or fore borne to do any action in relation to obtaining or the execution of the Contract or any other contract with the Employer or if any of the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or if the Contractor shall have come to any agreement with another contractor or number of contractors whereby an agreed quotation or estimate shall be tendered to the Employer by one or more contractors.

Clause 75 Contract Confidential

The Contractor shall treat the Contract and everything in connection therewith as private and confidential. In particular, the Contractor shall not publish any information, drawings or photographs concerning the Works in any trade or technical paper etc, and shall not use the Site for the purpose of advertising except with the written consent of the Engineer and subject to such conditions as the Engineer may prescribe.

Clause 76 Employer's Officials etc., Not Personally Liable

No official of the Employer or the Engineer or the Engineer's Representative or anyone of their respective staffs or their employees shall be in any way personally bound or liable for the acts or obligations of the Employer under the Contract or answerable for default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

Clause 77 Taxes and Duties

- (1) The Contractor shall list in his tender the plant and vehicles which he intends to import for the execution of the Works. The Engineer will consider the list in the context of the program of the Works and will give his approval subject to any modifications that he may see fit to make. No appeal against the Engineer's decision shall be permitted.

The Contractor will be permitted to import approved plant and vehicles required for the execution of the Works on the basis of temporary admission into Kenya and re-export thereafter upon completion of the Contract without payment of customs duties and Value Added Tax for them. If the plant and equipment shall not be re-exported, duties and taxes shall then be paid based upon their residual value at the date of completion of the Contract, or the date of withdrawal from the Works, if earlier. Plant and vehicles so imported shall not be utilized on other works not associated with the Contract unless specifically authorized by the Engineer.

- (2) The Contractor will be permitted to import approved spare parts, tires and tubes without payment of customs duty and Value Added Tax for maintenance of any imported vehicles and plant as provided in sub-clause 77.1 above, within a financial limit indicated by himself. However, this limit will not exceed 15% of the Contract Price excluding Contingencies.

- (3) All materials approved by the Engineer to be incorporated into the Works or temporary works, and whose importation into Kenya is agreed to be essential shall be free of customs duties and Value Added Tax. The Contractor shall submit a list of such materials required with the tender. The Contractor shall be required to satisfy the Engineer that such materials have actually been incorporated into the Works.

Items produced in Kenya will not be permitted to be imported without payment of customs duty and Value Added Tax.

Items produced in Kenya shall mean commercially recognized goods or products that are either mined, grown, manufactured, processed or assembled (whether the components are imported or not) in Kenya.

- (4) Value Added Tax (VAT) - The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1st September, 1993 which requires payment of VAT on all contracts. The tenderer is advised that in accordance with prevailing Legislation, the Contractor must remit VAT to the Commissioner of VAT as required. The Contractor should therefore include this tax in the Grand summary page as indicated herein.
- (5) National Construction Authority (NCA) Levy - The Contractor's attention is further drawn to Legal Notice No. 74 Clause 25 which requires owners of any works to pay a construction levy of 0.5% of the value of the contract sum in respect of any works whose value exceeds five million shillings. The contractor should therefore allow for this levy in the Grand Summary page as indicated, if the tendered amount exceeds five million shillings.

Clause 78 Joint Ventures

- 1.1 If the Contractor is a joint venture, all partners of the joint venture shall be jointly and severally liable to the Employer for the execution of the entire Contract in accordance with its terms and Conditions.

V) SPECIFICATIONS

Works Shall be executed in accordance with the following specifications:

SPECIFICATIONS FOR BUILDING WORKS

SECTION 1 BLOCKWORK, WALL FINISHES, FLOORING

A BLOCKWORK

1.1 MATERIALS FOR MORTAR

Materials for mortar shall meet the following requirements:

Sand for mortar in block work shall comply with BS 1200.

Sand for rendering and plastering shall meet the requirements of BS 1199.

Cement used in mortar for any kind shall be to BS 12.

Lime shall comply with BS 890. Class 'B' lime shall be used for plastering undercoats and Class 'A' lime shall be used for plastering finishing coats.

Mortar for concrete block shall be in accordance with BS 5628. Cement, lime and sand shall be proportioned by volume in a 1:1:5 mix. Minimum cube strength shall be 5Mpa at 28 days.

1.2 CEMENT-LIME MORTAR

Cement-lime mortar shall be composed of one part cement, one part lime and six parts sand (1:1:6) made in sufficient quantities only to meet the demand and used as mixed. The sand and lime shall be mixed first and the cement added. The ingredients shall be turned over dry to ensure adequate mixing prior to adding water in the form of a spray. An approved mechanical batch mixer may be used. Mortar will not be permitted to be placed in the works later than one hour from the addition of the water.

1.3 CEMENT MORTAR

Cement mortar shall be composed of one part cement to three parts sand (1:3) and the ingredients shall be thoroughly mixed until the cement colour cannot be distinguished from the fine aggregate in any part of the mass and shall then be uniformly wetted by means of a rose while undergoing further mixing. Cement mortar shall not be used in the works later than one hour from the first wetting of any mortar. Mortar that has commenced to harden shall not be used in any part of the works.

The water content shall be just sufficient to ensure a dense mortar with adequate workability, when trowelled or floated into place. If mortar begins to stiffen from evaporation or absorption of a part of the mixing water, the mortar shall be retamped by adding water and remixed. All mortar and grout shall be used within 2.5 hours of the initial mixing and no mortar or grout shall be used after it has begun to set.

Hand mixing shall be carried out on clean, water tight platforms with approved methods.

Moist curing of plastering and curing works shall be accomplished by keeping the surface uniformly damp by suitable means. Moist curing shall start during application and continue for not less than 7 days.

1.4 CONCRETE BLOCKS

Hollow, load bearing concrete block or hollow blocks for external walls shall conform to BS 6073, with a minimum compressive strength of 4.0 Mpa based on the gross area of the section. For non-load bearing internal partition walls class C units with a minimum compressive strength of 2.0 Mpa shall be acceptable.

The nominal dimensions of the blocks (coordinating size) shall be 460 mm x 230 mm and the thickness 200 mm, 150 mm, or 100 mm as shown on the drawings. Should blocks of the exact standard dimensions not be available on the local market, the Project Manager may permit the Contractor to use blocks of the nearest available dimensions. Any minor change in the design of the buildings necessitated thereby shall be made by the Contractor at his own expense, to the approval of the Project Manager.

All Blocks shall be off-loaded and handled with care, as the use of damaged blocks will not be permitted.

Blockwork in walls unless shown otherwise on Drawings shall be of hollow blocks built in lime-cement mortar, except that blocks below platforms or in foundation walls shall be of solid blocks built in cement mortar.

Three (3) concrete blocks shall be tested for strength for each 100 m² of wall, with a minimum of three (3) tests for each building. Units shall be selected and tested in accordance with BS 6073.

1.5 LAYING OF BLOCKS

All block work shall be bedded in cement-lime mortar or in cement mortar as specified above, in true horizontal courses, no one portion being raised more than 1m above another at a time. The work shall be straight, true, plumb and uniform in appearance.

All blocks shall be well wetted before use and the top of unfinished walls shall be wetted before work is recommenced.

All blocks shall be well buttered with mortar before laying, and all joints shall be thoroughly flushed up as the work proceeds. The horizontal and vertical joints shall be of uniform thickness not exceeding 10 mm. Vertical joints shall be staggered.

Blocks shall be anchored to concrete columns by leaving 25 mm deep recesses in column sides to take the blocks or by means of lugs anchored in the column and built into the blocks every third course.

The corners and junctions between block walls and/or partitions shall be built in continuity in proper hand across the corner or junction.

The joints in all block work which is to be rendered or plastered shall be raked out to a depth of 15 mm to form a key for the rendering and plaster.

1.6 MASONRY GROUT

Masonry grout shall conform to ASTM C476. Cement, fine aggregate, and coarse aggregate shall be proportioned by volume in a 1:2 1/4-3:1-2 mix. The minimum cube strength shall be 15 MPa at 28 days.

1.6.1 Grout Aggregate

Aggregates for masonry grout shall conform to ASTM C404 and shall consist of non-coated grains of sound, hard, durable mineral particles all passing a 12.5 mm sieve and be free of organic impurities.

Grout aggregates shall conform to the following gradation limits when tested in accordance with ASTM C136.

Standard Sieve Size (mm)	Coarse Aggregate (percent by weight passing)	Fine Aggregate (Percent by weight passing)
12.5	100	-
9.5	85-100	100
4.75	10-30	95-100
2.36	0-10	80-100
1.18	0-5	50-85
0.60	-	10-30
0.30	-	2-30
0.15	-	-
0.075	-	-

1.6.2 Mixing Masonry Grout

Masonry grout shall be of the proper consistency to pour without segregation but fluid enough to fill the entire void. Grout shall be discarded 1-1/2 hours after mixing.

1.7 STONE MASONRY WORK

The stone used for foundations is to be hard basaltic stone in large pieces free of cracks, or veins of soft matter. A minimum of three through stones (spanning from face to face of the wall) per square meter of walling shall be provided.

The stone used for external walls shall be hard sound stone of approved colour and source. A minimum three through stones per square meter walling shall be provided. Stone work for exposed external walling shall be cut, dressed, coursed, and bonded to the approval of the Project Manager.

Weep holes shall be in masonry above all masonry flashing and at the bottom block in exposed masonry at 600 mm centre to centre horizontally.

1.8 DAMP PROOF COURSE

Damp proof courses on foundation walls or beams, unless otherwise directed, shall be of approved type 3-ply roofing felt, laid to not less than 7 cm lap and bedded in cement mortar.

1.9 BRICKS

Bricks shall be obtained from an approved manufacturer and shall be either general purpose bricks (for buildings) or special burnt clay bricks or engineering bricks (for manholes etc.) that comply with the relevant applicable standards as approved by the Project Manager. The Contractor shall submit to the Project Manager samples of the bricks that he intends using in the construction of the different sections of the Works. The samples of the bricks that are approved will be retained by the Project Manager.

Bricks shall be free from defects affecting strength and durability. The amount and extent of manufacture cracks or cracks and chips due to handling shall not be to such a degree as to give an unsightly appearance to exposed brick surfaces and all face brick to be used on the Work shall match with the samples approved by the Project Manager.

All bricks shall be machine made if possible, of good quality brick earth and thoroughly burnt, and shall be of deep cherry red or copper colour. The bricks when dried shall emit a clear ringing sound when struck together and shall not break when thrown on the ground or against other bricks from a height of 1 m. The bricks shall not absorb water more than one sixth of their weight after one hour of soaking by immersion in water. The bricks shall be wholly clean and free from flaws, cracks and under burnt lumps of any kind. They shall be uniform in size and regular in shape and have square, straight and sharp edges and even surfaces.

1.9.1 Brick Laying

Bricks shall be carefully handled at all stages in delivery, stockpiling, transportation on site and construction to prevent breakage or surface damage. Bricks shall be carefully unloaded by hand and shall not be dumped or thrown. Special care shall be taken with stacking and storage of bricks on the Site. Bricks shall be thoroughly soaked in water before use and shall be set in a full bed of mortar and grouted in every course. Solid brick masonry shall be in English or other approved bond. The courses shall be laid level and with parallel, neat and regular joints.

Brick masonry shall be carried up evenly and uniformly, no one portion being raised more than 1 m above another at any one time. Vertical joints shall be filled with cement mortar as the bricks are laid. Unfinished brick masonry shall be stepped back in course and thoroughly cleaned before new work is added. Any holes shall be filled with bricks identical with those already incorporated in the work.

The conditions governing the laying of brick masonry in unfavourable weather shall be as specified for concrete in Section 3. Exposed faces of brick masonry shall be kept moist for 10 d after laying.

All brickwork shall be placed only after the foundation surfaces have been prepared to the satisfaction of the Project Manager.

Bricks shall be well soaked in water for a minimum of 3h immediately before being laid or as required so that the rate of absorption when laid does not exceed acceptable limits

approved by the Project Manager. The method of wetting shall be such that each brick be nearly saturated but the surface appears dry when laid.

Bricks shall be laid in running bond with head joints in each course centred over the bricks in the course below and shall be plumb, level & true to line with full head and bed joints. The ends of brick shall be buttered with sufficient mortar to fill the head joints. The top of the joint mortar may be sloped toward the centre of the wall to minimise the amount of mortar forced into the grout core space when the brick are shoved into. Mortar protruding from bed joints into the core space shall be removed before pouring the grout, and no mortar shall be placed or allowed to remain in the core space.

Joints in brickwork shall be uniform and generally 10 mm thick for horizontal and 6 mm wide for vertical joints. Joints shall be tooled to produce a dense V-shaped joint or as otherwise ordered by the Project Manager or shown on the drawings. Defect joints shall be cut out and repointed with mortar as directed by the Project Manager.

The colour and texture of all exposed mortar joints shall be subject to the approval of the Project Manager and shall be kept uniform throughout the particular contract by strict adherence to the approved mixes and samples.

Extreme care shall be taken to prevent any concrete, grout, or mortar from staining the face of masonry. If any grout or mortar does contact the face it shall be immediately removed and the surface cleaned with clean water. Masonry work shall be protected against staining, tops of walls shall be covered with waterproof coverings as required, and when work is interrupted.

All walls shall, to the extent possible and as practicable, be built up at the same time. In no case shall any walls be advanced more than 1.5 m above another. If it is necessary to stop off a horizontal run of masonry, the end shall be shaped in pyramid form or as otherwise approved by the Project Manager.

Where mortar on joints has partially or totally set, the exposed surface shall be cleaned and thoroughly wetted so as to obtain the best possible bond with the new work. All loose masonry and mortar shall be removed prior to the commencement of the work.

Brickwork shall be taken up truly plumb and each set of four bricklayers shall be provided with a plumb bob and straight edge.

Bricks on the "fair face" shall be the best available, care being taken that they are not chipped or stained as work proceeds. Bricks shall be laid so as to give a perfectly flat face as tested with a straight edge, and no chipping or rubbing back will be permitted to remedy bad laying.

In the event of fair faced brickwork not being finished with struck joints whilst the mortar is still damp, pointing may be carried out with the approval of the Project Manager. In this case all joints shall be raked out to a depth of 20 mm, cleaned free from all loose material and any putlogs filled in. The area to be pointed shall then be thoroughly soaked before pointing takes place, the mortar used being to the satisfaction of the Project Manager.

Care shall be taken to keep all brickwork free from mud splashing, mortar, bitumen droppings, etc., and it shall be well cleaned down before being handed over.

If, after the completion of brickwork construction any of it is found to be out of alignment or level or otherwise not conforming with the permissible deviations specified or otherwise defective, it shall be removed and replaced or repaired by the Contractor, at his own expense, and to the satisfaction of the Project Manager.

1.10 PLASTERING AND RENDERING

1.10.1 Surface Preparation

No plastering or rendering shall be carried out without the prior permission of the Project Manager's Representative. At least three days before commencement of plaster work the Contractor shall thoroughly fill up with plaster mortar all holes and chases cut in walls and partitions for various pipes and conduits. This mortar fill shall be cured as specified for repair of concrete. All surfaces to be plastered shall be cleaned and wetted for at least 3 hours until well soaked with water, and then left to dry for approximately two hours before plastering.

1.10.2 Internal Plastering

All walls shall be thoroughly cleaned, projecting concrete removed, joints cleaned and walls wetted before applying the plaster.

Plaster shall be cured in a damp state continuously for 10 days. Improper plaster shall be rejected whether due to cracked surfaces or improper finish and the Contractor shall cut out such defects and replace with good plaster.

No coat shall be applied before the previous coat has been completed. Each coat shall be properly cured before applying the next coat.

Plaster shall have an even smooth surface without waviness and surfaces shall be at right angles to each other. Jamb, columns, beam edges etc. shall be rounded as directed and shall be straight, vertically and horizontally.

Galvanised wire mesh of 12mm opening shall be used in strips of at least 200mm in width to cover ducts of pipe installations, conduits, chases, joints and whenever required by the Project Manager. It shall be fixed with special nails, to serve as a carrier of plaster. Wire mesh shall also be used at all joints between different surfaces receiving plaster (e.g. concrete blockwork). Metal corner beads of a shape approved by the Project Manager shall be placed on the corners and above the walls to keep plaster in place.

Internal plaster shall be applied in three coats as follows:-

- Coat 1 (coarse) shall be a minimum of 5 mm thick 1:3 cement and sand mortar with an approved plasticiser.
- Coat 2 (coarse) shall be about 10 mm thick 1:8 cement and sand mortar with an approved plasticiser.
- Coat 3 (fine) shall be a finishing coat approximately 3 mm thick of cement: lime: sand in proportions of 1:4:10. It shall be well rubbed and smoothed down with steel trowels and felt boards flush with the door jamb.

1.10.3 External Rendering

Before applying any rendering the joints in the block work shall be raked out and all exterior surfaces shall be spatter-dashed in 2:1 sand cement mortar to provide a key for the rendering.

The spatter dash shall be wetted an hour or two after application to ensure adequate hydration and shall be allowed to harden thoroughly for 3 days during which time it shall be covered up for protection against the sun and kept moist by watering

External rendering shall be either with a smooth or spatter (Tyrolean) finish as indicated on the drawings.

- a. Plain external rendering will be in two coat work, the finish to be "smooth" as left by a wooden float and the undercoat shall be well keyed on partial setting and allowed to harden thoroughly for not less than four days before the final coat is applied. Unless otherwise specified by the Project Manager, the first (base) coat shall be in 3: 1 sand cement mortar 15 mm thick. The second coat shall be 5 mm thick in 6 sand : 1 lime: 1 cement mortar, with the addition of 1-2 kg of Cement one No. 1 or equivalent colour per 50 kg of cement, according to the colour or colours to be specified by the Project Manager. The spattered Tyrolean finishing coat shall be applied to the base coat described in a. by a hand operated machine and according to the instructions given by the Project Manager. The mix shall consist of 4 parts dry sand, 4 parts of fine aggregate passing BS 410, 2.36 mm (No. 7) test sieve, one part of lime and 1½ parts of white cement and a pigment as directed by the Project Manager.
- b. The spattering shall be done in 4-5 runs. The first run shall be with a wet thin mix which shall be made thicker with each run. The operation shall be carried out continuously in order to avoid stained spots, and shall not be interrupted between runs. No scaffolding shall be in contact with the surface of the wall and attention shall be paid not be stain adjacent surfaces.
- c. All external rendering shall be extended 15 cm below finished grade.

1.10.4 *Pointing*

Brick or hollow block walls to be pointed shall have the joints raked out to depths of 25 mm and pointed in cement mortar composed of 1 part of cement and 1/2 part of lime and 3 parts of sand by volume. Mortar is to be properly ironed to level clean, sharp, watertight joints to the approval of the Project Manager and all pointing is to be kept wet for a period of seven days or as directed by the Project Manager.

1.11 **PAINTING PLASTER AND CONCRETE**

1.11.1 *General*

Plaster work shall be carefully rubbed down smooth and any cracks, blisters or other imperfections cut out carefully, stopped and made good with parian cement. Before painting is commenced, all plaster shall have dried out to the satisfaction of the Project Manager and any efflorescence on the surface shall have been removed by dry brushing. Concrete shall be painted where specified and the surfaces shall be prepared for painting by cutting off irregularities and removing any grease or oil. All plaster and internal concrete to be painted shall be given three coats of "Plastic Emulsion Coating" unless otherwise specified, in accordance with the manufacturer's instructions and finished to approved tints.

1.11.2 *Lime wash*

Lime wash shall consist of slaked lime, coarse salt and clean water mixed as follows: place 1 kg, coarse saltwater solution into 25 kg. of slaked lime. Mix the above with clean water until the required consistency is obtained.

1.12 WALL TILES

Wall tiles, unless otherwise specified, shall be glazed tiles conforming to BS 6431. Size and colour of tiles shall be as chosen by the Project Manager.

The Contractor shall submit samples of the tiles and fittings he intends to use for the Project Manager's approval prior to placing any order.

The tiles shall be soaked in water for 24 hours before laying. They shall be laid with continuous vertical and horizontal joints and shall be bedded in cement mortar (1:3) and jointed and pointed in white cement. Face of tile to be about 5 mm in front of the plaster face. Free edges of tiles shall be rounded and shall connect neatly with the adjacent plaster.

C FLOORING

1.13 NON-SLIP FLOOR FINISH

Provide non-slip floor finish (if and where indicated in the Bill of Quantities) to the concrete floors. The floors shall be first trowelled in accordance with Sub-Clause 31.20.2 of Section 31 and then rolled over with a toothed handroller to form a non-slip surface. Prior to proceeding with the casting of these floors, the Contractor shall prepare a sample of this finish on a trial surface of 1 m x 1m area for the Project Manager's approval.

1.14 COLOURING PIGMENTS

Pigments for colouring cement paving and the like shall generally comply with BS 1014 and be obtained from a manufacturer approved by the Project Manager.

Alternatively an approved "coloured cement" may be used instead of ordinary or white cement mixed with a colouring pigment.

Samples of all floorings using a colouring pigment or a coloured cement must be submitted to the Project Manager for approval before use in the works, and all subsequent work must be equal in colour and quality.

1.15 FLOOR FINISHES

1.15.1 *Granolithic Concrete*

Granolithic concrete shall consist of 2 parts of cement to 5 parts of aggregate (Clause 31.5.1) by volume. The water content shall be just sufficient to produce a dense, firm concrete of adequate workability. Mixing shall be as specified in Clause 31.10.

Granolithic finish shall not be laid until chequer plating and channel cover curbs have been fixed and major items of machinery have been installed in buildings.

Before laying the granolithic concrete, the surface of the concrete floor shall be roughened by picking and thoroughly brushed with brushes to expose a fresh surface and be cleaned with stiff brushes. The concrete base shall then be soaked overnight with water, and after the excess water has been removed a thin layer of stiff cement grout shall be well brushed into the roughened surfaces a few minutes before the granolithic concrete is laid. The granolithic concrete shall be well rammed on to the concrete base to ensure proper bond.

40 mm thick granolithic shall be laid in panels not larger than 2.50 m square, placed alternately in chess board fashion, panel joints being formed by approved non-ferrous metal strips finished flush with the surface. The arrangement of panels shall be symmetrical where possible and to the approval of the Project Manager. The granolithic shall be compacted with wooden straight-edges and levelled by very light trowelling. When hardened the top surface shall be ground and polished to a smooth finish, except where a non-slip surface is required.

Curing shall be water curing as specified in Clause 31.21.2. The granolithic floor topping shall, after curing, be painted with "Lithurin" or similar in accordance with the instructions of the manufacturer. Unless the Contractor can employ men with good experience in laying granolithic concrete finishes, he shall sublet this work to an approved specialist firm.

1.15.2 *Terrazzo Floor Tiles*

The surface of the floor concrete shall be true and level, clean and sound. The concrete shall be cured for a minimum of 28 days prior to commencing tiling.

Tiling shall be done by a specialist sub-contractor approved by the Project Manager or by approved expert labour.

Unless otherwise approved, concrete floors to be tiled shall be covered with a consolidated separating layer consisting of weak cement/sand mortar (nominally 1:7 mix) and, unless otherwise approved by the Project Manager, the sand content shall be a fine building sand. This layer shall be trowelled to a smooth and level surface.

The tiles shall be bedded in about 10mm thick cement/sand mortar. The cement/sand mortar shall be proportioned by volume in a 1:3-4 mix with sufficient water to provide a stiff plastic mix without bleed water when compacted in place.

Immediately prior to setting the tiles, the bedding shall be dusted with a dry cement and lightly trowelled until the cement becomes damp. Tile shall be laid on the mortar with at least 3 mm joint between each tile and then tamped level.

The overall thickness from structural base to finished tiled surface shall not exceed 50mm unless otherwise shown on the Drawings.

The floor tiles shall be grouted with a cement-fine sand mortar proportioned by volume in a 1:1 mix with a minimum of water to reproduce a paste consistency. The joints shall be completely filled until flush with the tile face.

Tiles shall be cleaned of all excessive mortar.

Tiles shall be protected from damage due to construction traffic. All cracked or damaged tile shall be removed and replaced.

1.15.3 *Plastic Floor Tiles*

Plastic tiles shall be installed in accordance with the manufacturer's recommendation and the Project Manager's instructions.

The underlying concrete surface shall be finished with a 30 mm thick 1:3 cement/sand mortar screed. The screed shall be finished level and smooth.

1.16 **CLEANING UP AND PROTECTION OF FLOORS**

All floor finishes are to be left in a clean and perfect condition, and all dirt, grease, extrusions of beddings and other adhesive materials are to be carefully removed without damaging the floor finish.

The Contractor must protect all floors and skirting's from damage after laying, using the most suitable and approved means for the type of floor concerned. Any faulty sections, cracked, broken or chipped tiles, etc., must be replaced and made good, as must any other damage resulting from the floor not being properly protected.

SECTION 2 CARPENTRY, JOINERY, ROOFING AND CEILINGS

2.1 TIMBER

2.1.1 General

All timber (eucalyptus) used for permanent work shall be the best of its kind approved by the Project Manager as suitable for the particular purpose, and it shall in all cases be thoroughly seasoned sound, dry straight and free from sap, shakes dead knots, dog marks or other defects, and shall be sawn into scantlings of the requisite dimensions not less than one month before use, and in the case of joinery not less than three months before use. Only unused timber shall be incorporated into the permanent Works.

Timber and plywood to be wax- polished shall be selected for grain and absence of defects.

All timber shall be kept stacked in a dry place. Any portion of the joiner's work that warps or develops shakes or other defects shall be replaced by properly seasoned timber before being wedged up.

2.1.2 Preservation of Timber

Before treatment as described below all timbers shall be sawn out to their finished sizes and completely worked, planed, drilled for bolts, etc., ready for assembly. After treatment no further working may be carried out.

For roof trusses and roof timbers of all kinds the preservative shall be Creosote. (See Clause 42.6 for treatment of fascia and soffit boards).

For all other visible timbers, whether they are to be painted or not, the preservative to be used shall be one of an approved make. When using wood preservative, manufacturer's instructions shall be followed.

After treatment the timber shall be stacked and allowed to dry fully before assembly or fixing or subsequent decorative treatment.

Care shall be taken to avoid damage to surfaces of treated timber, and any timber which must be cut after treatment shall have the cut surfaces treated by two coats of preservation.

2.2 CARPENTRY

The whole of the carpenter's works shall be accurately set out and framed and trussed in a workmanlike manner and fitted with all bolts, screws, "Bulldog" connections, etc. All joints, rafters, beams, purlins, etc., to be sawn square.

Hips, purlins, wall plates and members of trusses etc., shall be in as long lengths as possible. Scarfs are to be at least four times the depth of the timber and in no case less than 45 cm long and where practicable to be placed at points of support. Scarft are to be keyed with a hardwood key 1/3 depth of the member. After the joint has been keyed it shall be nailed from above and below.

Roofs shall be framed as shown on the Drawings. Struts, ties, and collars shall be notched 15 mm to shoulder against rafters and tie beams. Tie beams are to be nailed to wall plates (except where shown otherwise) and halved at all joints. Wall plates shall be fixed holding down bolts at 1.80 m centres. Purlins shall be halved over rafters or other points of support and shall be fixed to each rafter with cleats properly notched to rafters.

Eaves and verges shall be finished with chamfered fascias halved at joints and mitred at angles, fixed truly level and prepared for painting.

No timber or woodwork of any description shall be built into or fixed to walls within 25 cm of any flue.

2.3 JOINERY

Generally all timber used in joinery shall have wrot faces. Where timber is wrot, 1.5 mm will be allowed off the nominal size for each wrot face, unless the size given is particularly stated as "finished size".

All joinery shall be knotted, stopped and primed suitably before leaving the joiner's shop. Joiner's work is to be executed in the best possible manner, properly screwed, tenoned, shouldered, wedged, pinned and glued with all exposed faces smoothly wrot. All surfaces exposed to view shall be given a careful and thorough sanding with a fine grade glass paper, in preparation for painting, polishing, etc.

Only brass screws and pins will be permitted. Joiner's work requiring but joints shall either be tongued and grooved or cross-tongued, well glued and cramped up. All arises, unless moulded or otherwise detailed, shall be slightly rounded.

Members of door and window frames and doors and windows, shall be through-tenoned together with tenons 15 mm thick.

The tenons shall be close fitting in the mortises and pinned with hardwood dowels not less than 10 mm diameter.

Alternatively the tenons may enter tapered mortises and be wedged. In either case the joint shall be coated with a lead based paint before assembly.

All mouldings shall be to detail and be approved before being fixed. They shall be properly run with splayed heading joints and mitred angles.

All exposed faces shall be wrot unless otherwise specified and shall be true, clean and smoothly finished.

All shelving except as otherwise specified shall be 25 mm thick wrot, square edged, untreated and nailed to 50 mm x 40 mm framed brackets plugged to walls at 1.20 m centres. Shelves to be 25 mm clear from walls.

2.4 WOODEN DOORS AND WINDOWS

Wooden doors and windows shall be of the required types and sizes and made to the design and details on the relevant drawings.

All doors, windows and frames shall be made in accordance with the requirements of Clause 42.3 to the exact sizes shown on the Drawings and shall fit snugly into the openings left for them. Door and window frames shall be either screwed to plugged concrete or blockwork or secured with 100 mm nails at 45 cm centres driven into back of frame 50 mm and built into every other course.

Windows shall be completely watertight and weather-proof. Glazing is to be in clear glass of the specified thickness unless otherwise specified, in accordance with Clause 43.2.

Painting of wooden doors and windows shall be in accordance with Clause 42.6.

2.5 IRONMONGERY AND DOOR FURNITURE

All ironmongery and door furniture, whether in iron, brass, or aluminium, shall be of approved manufacture to selected patterns and type.

The screws for fixing ironmongery must be of the same metal and finish as the ironmongery being fixed and of the correct size. Any screw damaged when driven home shall be withdrawn and replaced with a new screw.

All ironmongery must be carefully removed and set aside before any painter's work is carried out and subsequently refined when the paint, varnish, etc., is dry. Any paint, etc. on the ironmongery must be carefully removed without damaging the finish, or the ironmongery replaced with new.

All ironmongery shall be cleaned, oiled and adjusted on completion and left in full working order.

Keying and master keying shall be approved by the Project Manager.

2.6 PAINTING WOODWORK

All woodwork except where otherwise specified shall be properly rubbed down, knotted, stopped, primed and painted three coats of approved classes of oil paints and finished to approved tints. Each coat shall be rubbed down to the final coat which shall be a hard gloss coat. When priming, the greatest care shall be taken to see that priming is thoroughly brushed into every part of the surface, in particular at end grains, joints and notches. Joinery shall be primed before assembly and all timber to remain in concrete or brickwork and all faces of timber to remain in contact with concrete or brickwork shall be stained with two coats of Solignum or other preservative as specified. Preservative shall be applied with the same care and attention to end grain, etc., as priming.

All hardwood unless otherwise painted or protected shall be treated with two coats of boiled linseed oil after erection.

The fascias and soffit boards shall be unpainted, but treated with creosote (natural colour) and soaked in linseed oil.

2.7 PROTECTION, TESTING, ETC. OF JOINERY

The Contractor shall protect all joiner's work from damage by other trades and from any necessary temporary wooden casings to protect this or the work of any other trade during the course of the works. On completion the Contractor shall test all doors,

windows, shutters, drawers, etc., ease as required, and leave all carpenter's and joiner's work in perfect working order. All sawdust, wood shavings, dropped nails, screws, etc., shall be cleared away.

2.8 ROOFING

2.8.1 *Galvanized Steel Roofing Sheets*

The roofs of buildings where shown on the Drawings shall be covered with approved corrugated sheets of galvanized steel, 0.4 mm thick, conforming to CP 143 part 10, as shown on the Drawings and detailed in the Bills of Quantities, and shall be constructed complete with laps, fittings, etc. secured to wood or steel purlins with corrosion resistant drive screws, hook bolts, washers, etc.

All cuttings whether straight, raking or circular shall be properly and neatly cut. Ridges, capping and flashings, shall be of 28 s.w.g. galvanized sheet.

2.8.2 *Asbestos Cement Roofing Sheets*

The roofs of buildings where shown on the Drawings shall be covered with approved corrugated sheets of asbestos-cement conforming to BS690 part 3, as shown on the Drawing and detailed in the Bills of Quantities, and shall be constructed complete with laps, fittings, etc. secured to wood or steel purlins with corrosion resistant drive screws, hook bolts, washers, etc.

All cuttings whether straight, raking or circular to be properly and neatly cut with a handsaw. At intersections of ridges and hips, the cappings shall be closely mitred and painted with approved mastic.

2.8.3 *Flashings*

Galvanized steel flashings to details shown on the Drawings shall be provided where the roof abuts on walls, chimney stacks, etc. and shall be stepped where the abutment line is sloped. The flashing shall be carried 25 cm over the roofing and carefully dresses into corrugations and carried 25 cm up wall face and set into chases in the walls, wedged, and jointed in cement mortar.

2.8.4 *Eaves Soffits*

Eaves soffits, unless shown otherwise, shall be lined with chipboard nailed to bearers with non- rusting nails carefully driven so as to avoid surface damage. Joints shall be covered with 40 mm x 12 mm wrot cover fillets carefully joined at all intersections.

2.8.5 *Eaves Gutters*

Eaves gutters shall be of 150 mm dia. half round galvanized steel sheet with soldered joint, stop ends and outlets and shall be screwed to the roof woodwork with oil painted hoop iron straps.

2.8.6 *Rainwater Pipes*

DN 100 PVC pipes shall be built into the concrete columns where shown on Drawings or directed by the engineer to serve as down pipes for rainwater disposal. The pipes shall be well embedded in the concrete and at their tops fitted with a “ Fulbora” or similar grating . At the bottom outlet, the down pipes shall be provided with suitable bends to issue from the concrete columns. External rain water pipes shall be of galvanized steel sheet, strapped to the wall.

2.8.7 *Waterproofing Concrete Roofs*

The concrete surface of the roofs shall be worked to the required slopes or achieved by placing and sloping light-weight concrete towards the drains spouts as shown on the Drawings After being thoroughly cured, the roof shall be made completely waterproof by covering with a 3-ply, felt –asphalt waterproofing system, to be approved by the Project Manager, incorporating a vapour barrier and a final heat reflecting, applied surface.

2.8.8 *Roof Drain Spouts*

Rain spouts of DN 100 galvanized steel or PVC pipes shall be installed in the parapet of concrete roofs at the locations and to the details shown on the Drawings.

2.9 CEILINGS

Ceilings shall be of 8 mm chipboard attached to a suitable grid of wooden cross-runners. The surfaces of this ceiling shall be painted with a plastic emulsion coating after treatment with a sealer undercoat.

SECTION 3 METAL DOORS AND WINDOWS

All metal doors and windows to be provided, shall be of a type approved by the Project Manager.

The exposed surfaces shall be either of anodized aluminium or factory primed steel with two field coats of paint as shown on the Drawings or described in Section 52. Anodized finish shall be of uniform colour free from surface defects.

The framed openings must be square, plumb and level to prevent distortion of the frames.

The frames of metal doors and windows shall fit snugly into the openings left for them and shall be screwed to plugged blockwork and concrete or shall be fixed with mild steel straps screwed to the outside of the frames and built in at 90 cm centres into the joints in the blockwork or in the surrounding concrete as the case may be. When fixing metal doors, the leaves shall be kept up 25 mm above step level on slates set in mortar. External doors and windows shall be watertight and weatherproof.

An approved caulking compound shall be applied in the caulking rebate between the exterior frames and adjacent construction materials. Approved type weather strip shall be installed around all frames.

For painting of metal frames and doors, refer to Section 52 of the Specification.

3.1 GLAZING

3.1.1 *Glazing Materials*

All sheets glass shall comply with the requirements of BS 952.

All glass shall be cut accurately to fit the rebates and all glazier's work shall be carried out in the best approved manner and in accordance with BS 6262, for glazing.

Clear sheet glass shall be of ordinary glazing quality. Putty for glazing to wood shall be linseed oil putty in accordance with BS 544 of a suitable quality for use in tropical climates.

Putty for glazing to metal shall be an approved putty for use with metal frames as recommended by the manufacturers.

3.1.2 *Fixing of Glass*

Unless specified to the contrary all glass is to be back puttied, sprigged or clipped and weather puttied and neatly splayed to the sight lines externally.

All glazing rebates are to be primed before glazing and all putty shall be painted within seven days of being applied.

3.1.3 *Glass Louvre Blades*

Blades shall be accurately cut to the size required and to the widths specified by the manufacturer of the louver blade holder. The edges of the blades shall be cut perfectly

straight and then be ground to produce a smooth slightly rounded edge and the blade firmly secured in the clips of the louver holder.

3.1.4 *Completion of Glazier's Work*

All cracked, broken, scratched, chipped or otherwise defective glass, shall be taken out and replaced and all glazier's work shall be cleaned and polished inside and out and left perfect on completion.

3.2 IRONMONGERY AND DOOR FURNITURE

Hardware for operating windows shall be of an approved type and manufacture.

Ironmongery and door furniture provided for metal doors shall be in accordance with Clause 42.5.

SECTION 4 PLUMBING AND SANITARY INSTALLATION

4.1 PIPES AND FITTINGS

The Contractor shall lay all piping, for conveying domestic water, up to the limits of the Contract. This Work shall be performed in accordance with Division 7 of the Specification.

Galvanized iron pipes and fittings shall comply with BS 1387 Steel Tubes and Tubulars suitable for screwing, to BS 21 pipe Threads.

Fittings not included in BS 1387 shall comply with BS 143 and 1256 (malleable pipe fittings medium quality).

Pipes and fittings ordered galvanized shall comply with the requirements of the applicable clauses of the abovementioned British Standards.

Cast iron drain pipes and fitting shall be in accordance with BS 437.

PVC soil and ventilating pipes and fittings shall be in accordance with BS 4514, unless specified otherwise.

4.2 VALVES AND ACCESSORIES

4.2.1 *Non-Return Valves (Check Valves)*

Non-return valves of the required rating and size shall be of the single disk type and shall conform to British Standard 5153 or equivalent.

4.2.2 *Stop Valves*

The Stop valves of the required rating and size shall be of the extra heavy type and conforming to B.S. 1010 or equal.

The Connection shall be tapped female. The stop valves shall be gun metal rough finished bodies and with iron square top.

4.2.3 *Stop Cocks*

The stop cocks for below ground installation shall be of the plug cock type meeting the requirements of B.S. 2580 or equivalent. They shall be flanged and each stop cock shall be supplied with a surface box, protective pipe and protective cover.

4.2.4 *Cast Iron Surface Boxes*

Cast iron surface boxes, bitumen painted, shall be for heavy traffic and shall conform to BS 5834: part 2 or equivalent.

4.3 SANITARY FITTINGS

The sanitary fittings shown on the drawings and/or stated in the Bill of Quantities shall be of a type and kind approved by the Project Manager.

4.4 WORKMANSHIP- GENERAL

The whole of the plumbing and sanitary system is to be carried out in the best approved workmanlike manner. All pipework shall be run and fixed neatly and all joints carefully made to provide a good workmanlike and tidy system. All fittings are to be thoroughly cleaned on completion, all faulty washers replaced and everything left in sound working order.

4.5 INSTALLING GALVANIZED IRON PIPES

Galvanized iron pipes shall be neatly cut and screwed. Joints with sockets and fittings shall be made in a workmanlike manner using red lead and spun yarn or approved equivalent materials. Except where otherwise shown on the drawings, pipes shall be kept 30 mm clear of walls and ceilings by the use of approved pattern galvanized pipe brackets fixed not more than 90 cm apart horizontally and 180 cm vertically. Pipes shall be tested for soundness by hammering whilst under full pressure.

4.6 SOIL, WASTE AND VENTILATION PIPES

Joints between asbestos-cement or PVC soil, waste and ventilation pipes and fittings shall be made by means of rubber seal rings inserted between the socket and spigot of adjoining pipes. Pipes shall be fixed to walls with metal ring clips fitted below each socket to keep the pipe 40 mm clear of the wall face.

4.7 TESTING

The whole of the plumbing and sanitary system is to be tested on completion to the satisfaction of the Project Manager and any defects shall be made good at the Contractor's expense.

4.8 FOUL-WATER DISPOSAL SYSTEM

The contractor shall construct a foul-water disposal systems as shown on the Drawings or directed by the Project Manager. Each system shall consist of a septic tank, soakaway trench, system, appurtenant pipes and inspection chambers. The foul-water disposal works shall in all respects comply with regulations and requirements of the competent government and local authorities.

Septic tanks and inspection chambers shall be constructed in Class 20 reinforced concrete and/or concrete blocks as directed by the Project Manager and shall be covered with precast slabs of Class 25 reinforced concrete, all to details shown on the Drawings. Surface boxes and waterproof and mosquito-proof covers shall be built into the tops of septic tanks and inspection chambers. Each septic tank shall be fitted with a 100 mm dia. vent pipe fixed to the walls of a building with suitable holders-bats and topped by a G.I. wire cap.

Soakaway trench system shall be constructed where shown on Drawings or as directed by the Project Manager.

The soakaway system shall consist of a reinforced concrete distribution chamber and soak trenches built to details, depth and slope shown on the drawings and filled with rubble stones to be covered with backfill. Pipes used for the conveyance of foul-water shall be soil pipes of the diameter shown on the Drawings and where laid in soakaway trenches shall be either saw-cut in the bottom portion or composed of short pieces laid with open butt joints.

Fittings such as tees, bends, etc., shall be of cast iron.

SECTION 5 ELECTRICAL INSTALLATIONS

5.1 EXTENT OF INSTALLATION

Complete electrical power and lighting installations for the buildings included in this contract, shall be provided, as shown on the Drawings. These works shall include also the facilities for connection of the supply to the distribution subboard of each building, such as conduits, console with insulators on the roof, where the supply is from an overheadline and all other auxiliary works.

The connections shall be coordinated with other executing the electrical supply works and/or with Kenya Power.

Also, the Contractor shall provide all the preparatory works for telephone connections in the building as follows:

Inlet boxes, under plaster conduits with inserted drawcords, outlets and all auxiliary materials as required by the telephone authority. Also the Contractor shall coordinate with this authority and shall prepare all the facilities for headline or underground connection to the telephone network for each building.

5.2 DISTRIBUTION SUB BOARDS

These subboards shall consist of wall-mounted sheet steel or polycarbonate enclosures, designed for front access. Instruments mounted on the door shall be connected to the internal equipment by suitable flexible wires, through terminals fixed on rails inside the boxes.

The terminals shall be easily accessible and exchangeable. Terminal lugs shall be crimped-on and no soldering shall be allowed.

Metal doors shall be earthed by means of flexible copper conductors.

All the cable or conduit entrances in the subboard enclosure, shall be effected through suitable glands, in order to seal the subboard against insects and rodents.

5.3 ACCEPTANCE

The Contractor shall obtain acceptance for all electrical work, before and after installation in the plant, from the Kenya Power.

5.4 STANDARDS

The electrical installation shall be in accordance with the latest editions of standards and codes of Kenya Power and with the standards and codes of IEC, VDE or equal. In cases where specific requirements of Kenya Power conflict with other standards and codes, the requirements of Kenya Power shall take precedence. Only the latest editions of the standards shall apply.

5.5 EQUIPMENT AND MATERIALS

The electrical equipment, wherever practicable, is to be of fully tropicalized design, suitable for operation under the existing climatic conditions and the duties set out in the Drawings.

Electric conductors other than resistors or contacts shall be of electrolytic copper. No current carrying parts of the equipment shall be of aluminium. All materials used as insulation or bedding for coils shall be treated with a fungus and vermin- proof tropical varnish.

Electrical contacts, movable and stationary, shall be of heavy duty silver or other acceptable alloy.

Ferrous parts shall be anti-rust treated and tropic-proofed.

The minibreakers with thermal-magnetic protection facilities shall have suitable characteristics for the protected device: "L" for resistive loads (incandescent bulbs and water heaters), "G" or "U" for fluorescent tubes and one phase sockets and "K" for three phase sockets in workshop.

5.6 MARKING

The equipment shall be clearly marked with standard rating plates and with plates showing for each item its designation in the installation.

Each distribution subboard shall have a painted or inscribed warning notice, stating the voltage, e.g. "Danger 380 volt" or "Danger 220 Volt".

5.7 POWER AND LIGHTING INSTALLATIONS

All the electrical installations included in this contract are indoor located.

These installations shall comply with the rules for setting up electric installations with rated voltages up to 1000V, in accordance with the IEC 364 and VDE No. 0100 Specifications.

Installation of materials and equipment shall be in accordance with relevant standards, the manufacturer's recommendations and instructions.

The minimum area of conductors shall be 1.5 mm².

The type of fittings (industrial, weather- proof, etc.) shall be chosen according to their specific working conditions, i.e., all the fittings in the workshop or store rooms shall be of non-corrosive materials and of industrial type.

Wall outlet sockets (with fused plugs) for connecting electric tools, fans, etc, shall be installed in convenient places. All fitting for the circuits shall be of the flush type.

Wiring for lighting and socket circuits shall be carried out by means of a conduit system laid under platter or in concrete.

Conduits shall have a diameter of at least 16 mm and be suitable for mounting under plaster or in concrete. Connection boxes of flush type for these conduits, shall be provided where necessary.

Conductors shall be installed only after the conduit installation has been completed.

Metal fittings shall be connected to the earth conductors which shall be clamped to the earthing system. Earthing clamps shall be in accordance with VDE 0100 and IEC 364.

The lighting installation shall include indoor and wall outdoor lighting fittings, as shown on Drawings.

The Contractor shall propose the types of lamps to be provided. All lamps shall comply with the latest IEC or VDE specifications and shall be approved by the Project Manager.

Fluorescent lamps shall be equipped with power factor improvement capacitors, so that a minimum value of 0.85 of the power factor shall be achieved.

Illumination levels shall be as follows:

Store rooms, lavatories, showers	: 120 lx
Workshops, offices	: 250 lx

5.8 FLOOD LIGHTS

The floodlights shall be suitable for 24 V and shall be equipped with a flexible cable of about 30 m length. Two such floodlights shall be supplied for each reservoir.

The 220/24V transformer for the floodlights shall be mounted on location as directed by the Project Manager.

The 24 V socket outlets and plugs shall be clearly marked and shall be of a different type to the 220 V Sockets and plugs, i.e., two –pin type sockets and plugs.

The flood lights shall be equipped so that they can be mounted on a wall or removed from its mounting and used as a hand lamp.

5.9 CONDUCTORS AND CABLES

Conductors shall be of electrolytic copper, and shall be insulated with thermoplastic rubber, or cross-linked polyethylene insulation with a conductor- temperature rating of at least 70° C. For cross-sections over 6 mm² conductors shall be stranded.

Conductor gauges shall be at least 1.5 mm².

Conductor insulation shall be colour coded as per IEC 304 or VDE 0206.

Conductors for lighting and socket circuits inside the buildings shall be PVC insulated, of type NYA, Grade 750 V.

Before supplying, the Contractor shall submit a test certificate from a recognized testing authority, certifying that the cables comply with the relevant IEC or VDE specifications.

5.10 EARTHING

The distribution subboards shall be provided with an earthing busbar, as shown on drawings. This busbar shall be connected to the earthing conductor of the supply circuit and also to a close located galvanized steel water pipe, e.g. in the shower room, with a resistance to earth of maximum of 10 ohm.

The power and lighting circuits shall include an earth conductor that shall not be spliced between points of connection.

All metal lighting fittings, 220 V and 380 V sockets, metal electrical enclosures and junction boxes shall be connected to the earthing busbar in the distribution subboard, by means of the aoba conductors.

5.11 LIGHTNING PROTECTION

Where required, all lightning protection works shall be performed in accordance with BS 6651 and the Project Manager's instructions.

SECTION 6 MISCELLANEOUS BUILDING WORKS

6.1 FENCING AND GATES

Fences and gates where required, shall be erected in accordance with the layout and details shown on the drawings or directed by the Project Manager. The fences shall consist of precast concrete posts and steel barbed fencing wire as described below and as shown on the Drawings.

The ground along the fence alignment shall be levelled so as to provide an even gap between the bottom wire and the ground surface as shown on the Drawings.

The posts with bent tops shall be of Grade 25, precast reinforced concrete and approximately 3.20m long overall. The posts shall be sunk into the ground and bedded in concrete so as to stand 2.40 m high and shall be spaced at 3 m intervals. Holes of 25 mm dia. shall be cast into each post, spaced as shown on Drawings, through which the fencing wires shall pass.

The steel fencing wire shall be 12 S.W.G., heavily galvanized and shall be attached to galvanized iron straining bolts of 13 mm securely fastened to the straining posts. Suitably strutted straining posts shall be provided at all corners and terminal points and in straight runs at intervals not exceeding 300 mm.

The entrance gates shall be single leaf or double leaf, to the details and dimensions shown on the Drawings, fabricated from DN 50 standard black water pipe and black iron fittings, and covered with 50 mm welded square mesh. The gates shall be hinged to reinforced concrete gateposts and shall be complete with locks and stops. All metal parts shall be painted in accordance with the pertinent clauses of Section 52 of the Specification.

6.2 DRAINAGE SYSTEM

As shown on the drawings or instructed by the Project Manager the Contractor shall construct surface water drainage systems which could comprise a combination of pipes, open channels and covered channels for removing outflow, rainwater, etc. to the required outlets.

6.3 CLEANING OF BUILDINGS

On completion, the buildings shall be handed over by the contractor to the Project Manager in a perfectly clean condition. Floors, walls, woodwork, metalwork and window panels shall be free of dirt and stains and shall be in a condition ready for use. The cost of cleaning shall be spread over all items of building work in the Bill of Quantities.

SECTION VI

DRAWINGS

A list of Contract drawings

Dwg. N^o	<u>Description</u>
1.	Layout of Proposed completion of Boiler Room, Compressor Room and Generator Room
2.	Layout and sections of the proposed completion of waste water treatment plant (IMHOFF Tank)
3.	Soak Pit Tank details
4.	Pipe and MH details
5.	Standard Project sign board

SECTION VII – BILLS OF QUANTITIES

NOTES FOR PREPARING BILLS OF QUANTITIES

1.0 Preamble To Bill of Quantities

1. The Bill of Quantities shall be read in conjunction with the Instructions to Bidders, General and Special Conditions of Contract, Technical Specifications, and Drawings.
2. The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities, where applicable, and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract.
3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Constructional Plant, labor, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.
5. The whole cost of complying with the provisions of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.
6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.
7. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part at the direction and discretion of the Engineer.
8. The method of measurement of completed work for payment shall be in accordance with **Standard Specification for Road & Bridge Construction** of the Ministry of Roads & Public Works.
9. Errors will be corrected by the Employer for any arithmetic errors in computation or summation as follows:
 - (a) Where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - (b) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit price and the quantity, the unit rate as quoted will govern, unless in the opinion of the Employer, there is an obviously

gross misplacement of the decimal point in the unit price, in which event the total amount as quoted will govern and the unit rate will be corrected.

10. Rock is defined as all materials that, in the opinion of the Engineer, require blasting, or the use of metal wedges and sledgehammers, or the use of compressed air drilling for their removal, and that cannot be extracted by ripping with a tractor of at least 150 brake hp with a single, rear-mounted, heavy-duty ripper.

B. Brief Scope of Work Items

1. The Bill of Quantities enumerates the entire scope of works.

Prices shall be inclusive of all incidental costs such as setting out, excavation, erection, security, transport and profit.

2. Bidders shall price the Bill of Quantities in local currency only.

C. Dayworks Schedules¹

General

1. Work shall not be executed on a daywork basis except by written order of the Engineer. Bidders shall enter basic rates for daywork items in the Schedules, which rates shall apply to any quantity of daywork ordered by the Engineer. Nominal quantities have been indicated against each item of daywork, and the extended total for Daywork shall be carried forward as a Provisional Sum to the Summary Total Bid Amount.

Daywork Labor

2. In calculating payments due to the Contractor for the execution of daywork, the hours for labor will be reckoned from the time of arrival of the labor at the job site to execute the particular item of daywork to the time of return to the original place of departure, but excluding meal breaks and rest periods. Only the time of classes of labor directly doing work ordered by the Engineer and for which they are competent to perform will be measured. The time of gangers (charge hands) actually doing work with the gangs will also be measured but not the time of foremen or other supervisory personnel.

3. The Contractor shall be entitled to payment in respect of the total time that labor is employed on daywork, calculated at the basic rates entered by him in the Schedule of Daywork Rates for Labour which shall be deemed to cover the Contractor's profit, overheads, superintendence, liabilities, and insurances and allowances to labor, timekeeping, and clerical and office work, the use of consumable stores, water, lighting, and power; the use and repair of stagings, scaffolding, workshops, and stores, portable

¹ (i) The "Daywork Schedule" has been provided for where the likely incidence of unforeseen work cannot be covered by definitive descriptions and approximate quantities in the Bill of Quantities.
(ii) The total amount assigned to the dayworks shall be regarded as a Provisional Sum for contingencies to be expended under the direction and at the discretion of the Engineer.

power tools, manual plant, and tools; supervision by the Contractor's staff, foremen, and other supervisory personnel; and charges incidental to the foregoing. Payments under this item shall be payable in local currency only.

Daywork Materials

4 The Contractor shall be entitled to payment in respect of materials used for daywork (except for materials for which the cost is included in the percentage addition to labor costs as detailed heretofore), at the basic rates entered by him in the Schedule of Daywork Rates for Materials, together with an additional percentage payment on the basic rates to cover overhead charges and profit. The Contractor's price shall be deemed to include invoiced price, freight, insurance, handling expenses, damage, losses, etc., and shall provide for delivery to store for stockpiling at the Site. The cost of hauling materials for use on work ordered to be carried out as daywork from the store or stockpile on the Site to the place where it is to be used will be paid in accordance with the terms for Labor and Construction in this schedule. The rates shall be stated in local currency.

Daywork Contractor's Equipment

5 The Contractor shall be entitled to payments in respect of Contractor's Equipment already on Site and employed on daywork at the basic rental rates entered by him in the Schedule of Daywork Rates Contractor's Equipment / Plant. Said rates shall be deemed to include due and complete allowance for depreciation, interest, indemnity, and insurance, repairs, maintenance, supplies, fuel, lubricants, and other consumables, and all overhead, profit, and administrative costs related to the use of such equipment. The cost of drivers, operators, and assistants will be paid for separately as described under the section on Daywork Labor.

6. In calculating the payment due to the Contractor for Contractor's Equipment employed on daywork, only the actual number of working hours will be eligible for payment, except that where applicable and agreed with the Engineer, the traveling time from the part of the Site where the Contractor's Equipment was located when ordered by the Engineer to be employed on daywork and the time for return journey thereto shall be included for payment.

7 The basic rental rates for Contractor's Equipment employed on daywork shall be stated in local currency and payments to the Contractor will be made in local currency.

TECHNICAL SPECIFICATIONS

Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the materials, Plant, and other supplies to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be accepted subject to the Engineer's prior review and written approval. Differences between the standards specified and the proposed alternative standards must be fully described in writing by the Contractor and submitted to the Engineer at least 28 days prior to the date when the Contractor desires the Engineer's approval. In the event the Engineer determines that such proposed deviations do not ensure substantially equal performance, the Contractor shall comply with the standards specified in the documents.

Units of Measurement

The following units of measurement and abbreviations are used in the document.

Unit	Abbreviation	Unit	Abbreviation
number	No.	hectare	Ha
lump sum	Sum	millimeter	mm
month	Mon	meter	M
week	Wk	cubic meter	M ³ or Cub.M.
hour	Hr	square meter	M ² or Sq.m
kilogram	Kg	square	mm ² or Sq.mm.
metric ton (1,000 kg)	Ton	millimeter	

Material Testing

The Contractor shall provide laboratory equipped with materials, reagents and testing equipment for gravel material (Grading, Atterberg limits and compaction), bitumen (coring, marshal test and bitumen content) and concrete (cubes, curing and crushing).

The Contractor shall make arrangements for any other tests at reputable laboratories.

SECTION VIII – STANDARD FORMS

LIST OF STANDARD FORMS

- (i) Form of Tender
- (iii) Appendix to Form of Tender
- (iv) Letter of Acceptance
- (v) Form of Agreement
- (vi) Form of Tender Security
- (vii) Performance Bank Guarantee(unconditional)
- (viii) Bank Guarantee for Advance Payment
- (ix) Tender Questionnaire
- (xi) Confidential Business Questionnaire
- (x) Statement of Foreign Currency Requirement
- (xi) Schedule of Materials;- Basic Prices
- (xii) Schedule of Labour;- Basic Prices
- (xiii) Schedule of Plant and Equipment
- (xv) Details of Sub-Contractors
- (xvi) Certificate of Tenderer's Site visit
- (xvii) Form of Written Power of Attorney
- (xviii) Key Personnel
- (xix) Completed Civil Works
- (xx) Schedule of Ongoing Projects
- (xxi) Other Supplementary Information
- (xxii) Declaration Form

FORM OF TENDER

TO: _____ [Name of Employer] _____
[Date] _____ [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of KSh.

_____ [Amount in figures]
Kenya Shillings _____
_____ [Amount in words]

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender for a period **120 days** and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____
_____ 20 _____

Signature _____ in the capacity
of _____

duly authorized to sign tenders for and on behalf of

_____ [Name of Tenderer]

of _____ [Address of
Tenderer]

Witness; Name _____

Address _____

Signature _____

Date _____

APPENDIX TO FORM OF TENDER: (This appendix forms part of the tender)

CONDITIONS OF CONTRACT	CLAUSE	AMOUNT
Site Visit	4	9 th May 2019 at 10.00pm
Pre-Tender Meeting	15	Mandatory
Original Bid + Copies	Invitation	1 Original + 1 Copy
Tender Validity	12	One twenty (120) days from the specified date of tender opening.
Tender Security	13	KShs 500,000/= in the form of either Cash, or A Bank Guarantee, or Such Insurance Company Guarantee as may be approved by the Authority or Employer. Validity period shall be a Minimum of (150) days from the specified date of tender opening.
Amount of Performance Security	10.1	10% percent of Tender Sum in the form of either Cash, or A Bank Guarantee, or Such Insurance Company Guarantee as may be approved by the Authority or Employer.
Program to be submitted	14.1	Not later than 28 days after issuance of Order to Commence
Cashflow estimate to be submitted	14.3	Not later than 28 days after issuance of Order to Commence
Minimum amount of Third Party Insurance	23.2	Kshs. 200,000.00
Period for commencement, from the Engineer's order to commence	41.1	28 days
Time for completion	43.1	6 Months.
Amount of liquidated damages	47.1	Kshs. 5,000.00 per day
Limit of liquidated damages	47.1	1% of Contract Value
Defect Liability period	49.1	6 Months
Percentage of Retention	60.5	5% of Interim Payment Certificate
Minimum amount of interim certificates	60.2	Contract value ÷ Time for completion in months
Time within which payment to be made after Interim Payment Certificate signed by Engineer	60.8	30 days
Time within which payment to be made after Final Payment Certificate signed by Engineer	60.8	30 days
Appointer of Arbitrator	67(3)	Chief Justice of The Republic of Kenya or mutual agreement
Notice to Employer and Engineer	68.2	The Employers address is: County Government of Kericho, Head Office, P.O. Box 112 – 20200, <u>KERICHO</u> The Engineer's address is: County Government of Kericho, Head Office, P.O. Box 112 – 20200, <u>KERICHO</u>

Signature of Tenderer.....

Date.....

LETTER OF ACCEPTANCE [Letterhead paper of the Employer]

_____ [date]

To:

[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated

_____ for the execution of

_____ [name of the Contract and identification number, as given in the Tender documents] for the Contract

Price of Kshs. _____
[amount in figures]

[Kenya _____ Shillings

_____ (amount in words) in accordance with the Instructions to Tenderers is hereby accepted.

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

Authorized Signature:

Name and Title of Signatory

Attachment : Agreement

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____
between _____ of [or whose registered office is
situated _____ at]

_____ (hereinafter called “the Employer”) of the one part AND
_____ of [or whose registered office is
situated at]

_____ (hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

_____ (name and identification number of Contract) (hereinafter called “the Works”) located at
_____ [Place/location of the Works]
and the Employer has accepted the tender submitted by the Contractor for the
execution and completion of such Works and the remedying of any defects therein for
the Contract Price of KSh _____
[Amount in figures],

Kenya Shillings _____ [Amount in
words].

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

FORM OF TENDER SECURITY

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

KNOW ALL PEOPLE by these presents that WE having our registered office at (hereinafter called “the Bank”), are bound unto (hereinafter called “the Employer”) in the sum of KSh. for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

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

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

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

_____ [date] [signature of the Bank]

_____ [witness] [seal]

Amend accordingly if provided by Cash, Bankers Cheque, Such Insurance Company Guarantee as may be approved by the Authority or a Letter of Credit (LC).

PERFORMANCE BANK GUARANTEE (UNCONDITIONAL)

To: _____ (Name of Employer) _____ (Date)
_____ (Address of Employer)

Dear Sir,

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name _____ of _____ Bank

Address _____

Date _____

Amend accordingly if provided by Cash, Such Insurance Company Guarantee as may be approved by the Authority or a Letter of Credit (LC).

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer] _____ (Date)
_____ [address of Employer]

Gentlemen,

Ref: _____ [name of Contract]

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

We, _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding KSh. _____ [amount of Guarantee in figures] Kenya Shillings _____

_____ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

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

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

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

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution

Address

Date

Witness: Name:

Address:

Signature:

Date:

1. TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer

.....

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

.....

3. Telephone number (s) of tenderer

.....

4. Telex address of tenderer

.....

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

.....

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

.....

.....
(Title)

.....
(Signature)

.....
(Date)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

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

Plot No..... Street/Road

Postal Address.....

Tel Nos.

Nature of Business.....

Current Trade Licence No..... Expiring date

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

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

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

Nationality..... Country of Origin

*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

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

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name in full	Nationality	Citizenship Details	Shares.
--------------	-------------	---------------------	---------

1.
.....
2.
.....
3.
.....
4.
.....

Part 2(d) – Interest in the Firm:

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

Part 2(e) –Bankers: Name, Address, Telephone, Fax, Email, Telex, etc

.....
.....
.....
.....

I certify that the information given above is correct.

..... (Title) (Signature) (Date)
------------------	----------------------	-----------------

STATEMENT OF FOREIGN CURRENCY REQUIREMENTS

(See Clause 60[5] of the Conditions of Contract)

In the event of our Tender for the execution of

.....
(Name of Contract)

being accepted, we would require in accordance with Clause 21 of the Conditions of Contract, which is attached hereto, the following percentage:

(Figures)

(Words)

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

Currency in which foreign exchange element is required is:

.....

Date: The Day of 20.....

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

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

(Signature of Tenderer)

SCHEDULE OF MATERIALS; - BASIC PRICES
(Ref: Clause 70 of Conditions of Contract)

MATERIAL	UNIT	ORIGIN AND PRICE			TRANSPORTATION COST FROM SOURCE OF ORIGIN	
		COUNTRY OF ORIGIN	SUPPLIER	PRICE (KSh.)	MODE	PRICE (KSh.)
Cement	Kg					
Lime	Kg					
Sand	Kg					
Aggregate	Kg					
Diesel	L					
Regular Petrol	L					
Super Petrol	L					
Kerosene	L					
Structural steel	Kg					
Gabion Mesh	M ²					
Reinforcement Steel	Kg					
Explosives	Kg					
Oil and Lubricants	L					
Bitumen Emulsion A3	L					
Bitumen Emulsion A4	L					
Bitumen Emulsion K1	L					
Bitumen Emulsion K3	L					
Bitumen 80/100	Kg					
Bitumen MC 30	L					
Bitumen MC 70	L					
Bitumen MC 3000	L					
Ammonium nitrate for blasting	Kg					

The prices inserted above shall be those prevailing 30 days before the submission of Tenders and shall be quoted in Kenya Shillings using the exchange rates specified in the Appendix to Form of Tender.

Prices of imported materials to be quoted CIF Mombasa or Nairobi as appropriate depending on whether materials are imported by the tenderer directly or through a local agent.

Transportation costs for imported materials to be quoted from Mombasa or Nairobi as appropriate to the Contract Site depending on whether materials are imported directly by the tenderer or through a local agent.

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

SCHEDULE OF LABOUR:- BASIC RATES
(Reference: Clause 70 of Conditions of Contract)

LABOUR CATEGORY	UNIT RATE (MONTH/SHIFT/HOUR)	RATES
1) Skilled		
2) Unskilled		
3)		
4)		
5)		

Categories to be generally in accordance with those used by the Kenya Building Construction and Engineering and Allied Trades Workers' Union.

I certify that the above information is correct.

.....
 (Title)

.....
 (Signature)

.....
 (Date)

DETAILS OF SUB-CONTRACTORS

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion. Failure to comply with this requirement may invalidate the tender.

First Sub Contractor:

Portion of Works to be sublet:
.....

.....

Full name of Sub-contractor and address of head office:
.....

.....

Sub-contractor's experience of similar works carried out in the last 3 years with Contract value:

.....

Second Sub Contractor:

Portion of Works to be sublet:
.....

.....

Full name of Sub-contractor and address of head office:
.....

.....

Sub-contractor's experience of similar works carried out in the last 3 years with Contract value:

.....

[Signature of Tenderer)

Date

CERTIFICATE OF TENDERER’S VISIT TO SITE

This is to certify that

[Name/s]

.....

Being the authorized representative/Agent of [Name of Tenderer]

.....

.....

Participated in the organized inspection visit of the site of the works or visited the site independently for the **PROPOSED COMPLETION OF BOILER ROOM, GENERATOR ROOM, COMPRESSOR ROOM AND WASTE WATER TREATMENT PLANT AT RORET PINEAPPLE PLANT SITE; TENDER NOS.**

.....

..... day of.....20.....

Signed

.....

(Employer’s Representative)

.....

NOTE:

1. This form is to be completed whether the site visit is made at the time of the organized site visit or privately organized.
2. The tenderer is advised to visit and examine the Site and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. Upon request, a representative of the Employer will be available to meet the intending tenderers at the Site. The costs of visiting the Site shall be the tenderer’s own responsibility
3. The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will release and indemnify the Employer from and against all liability in respect of, and will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.

FORM OF WRITTEN POWER-OF-ATTORNEY

The Tenderer consisting of a joint venture shall state here below the name and address of his representative who is authorised to receive on his behalf correspondence in connection with the Tender.

.....
(Name of Tenderer's Representative in block letters)

.....
.....
(Address of Tenderer's Representative)

.....
.....
(Signature of Tenderer's Representative)

KEY PERSONNEL

DESIGNATION	NAME	NATIONALITY	SUMMARY QUALIFICATIONS EXPERIENCE	OF AND
Headquarters: 1. Director 2. 3. etc.				
Site Office: 1. Site Superintendent 2. 3. etc.				

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

SCHEDULE OF CONSTRUCTION PLANT

CONSTRUCTION PLANT IMMEDIATELY AVAILABLE

	DESCRIPTION, SIZE, CAPACITY	PRESENT LOCATION	NUMBER
1			
2			

CONSTRUCTION PLANT ON ORDER

	DESCRIPTION, SIZE, CAPACITY	PRESENT LOCATION	NUMBER
1			
2			
3			

CONSTRUCTION PLANT TO BE ACQUIRED OR HIRED

	DESCRIPTION, SIZE, CAPACITY	PRESENT LOCATION	NUMBER
1			
2			

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

SCHEDULE OF COMPLETED CIVIL WORKS CARRIED OUT BY THE TENDERER IN THE LAST FIVE YEARS

DESCRIPTION OF WORKS AND CLIENT	TOTAL VALUE OF WORKS (KSHS)	CONTRACT PERIOD (YEARS)	YEAR COMPLETED

I certify that the above Civil Works were successfully carried out and completed by ourselves.

.....
(Title)

.....
(Signature)

.....
(Date)

*Value in Kshs using Central Bank of Kenya mean exchange rate at a reference date 30 days before date of tender opening.

SCHEDULE OF ONGOING PROJECTS

DESCRIPTION OF WORK AND CLIENT	CONTRACT PERIOD	DATE OF COMMENCEMENT	DATE OF COMPLETION	TOTAL VALUE OF WORKS (KSHS.)	PERCENTAGE COMPLETED TO DATE

I certify that the above Civil Works are being carried out by ourselves and that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

DRAFT PROGRAM OF WORKS

DRAFT SCHEDULE OF PAYMENTS

.....
(Title)

.....
(Signature)

.....
(Date)

OTHER SUPPLEMENTARY INFORMATION

I. Information on current litigation in which the Tenderer is involved.

OTHER PARTY (IES)	CAUSE OF DISPUTE	AMOUNT INVOLVED (KSHS)

I certify that the above information is correct.

.....
Title

.....
Signature

.....
Date

DECLARATION FORM

Date:

To:

.....

.....

The Tenderer i.e. (Name and address)

.....

.....

declares the following:

- a) Has not been debarred from participating in public procurement under the provisions of the Public Procurement and Disposal Act, 2005.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

.....
(Title)

.....
(Signature)

.....
(Date)

LITIGATION HISTORY FORM

Name of Firm or Partner of a joint venture
.....
.....

Firms, including each of the partners of a joint venture, should provide information on any history of litigation or arbitration resulting from contracts executed in the last five years or currently under execution. A separate sheet should be used for each partner of a joint venture

Date (month and year)	Award FOR or AGAINST Firm	Name of client, cause of litigation and matter in dispute	Disputed amount (current value, Kshs.)

Date

Seal/Signature of Candidate

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE:

Tender

No.

Tender

Name

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

LETTER OF NOTIFICATION OF AWARD

Address of County Government of
Kericho

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

MANAGING DIRECTOR

SELF-DECLARATION FORM

ANTI-CORRUPTION DECLARATION

We (insert the name of the company/supplier).....
declare and guarantees that no offer, gift or payment consideration or benefit of any
kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone
by our organization or agent, either directly or indirectly, as an inducement or reward
for the award or execution of this procurement.

In the event the above is contravened we accept that the following to apply-

- a) The person shall be disqualified from entering into a contract for the procurement; or
- b) If a contract has already been entered into with the person, the contract shall be voidable at the option of COUNTY GOVERNMENT OF KERICHO
- c) The voiding of a contract by the procuring entity under subsection (b) does not limit any other legal remedy that COUNTY GOVERNMENT OF KERICHO may have

Name.....Signature.....Date.....

Company Seal/Business Stamp

ANTI-FRAUDULENT PRACTICE DECLARATION

We (insert the name of the company/supplier).....
declares and guarantees that no person in our organization has or will be involved in a
fraudulent practice in any procurement proceeding.

Name..... Signature.....
Date.....

Company Seal/Business Stamp

NON-DEBARMENT DECLARATION

We (insert the name of the company/ supplier).....
declares and guarantees that no director or any person who has any controlling interest
in our organization has been debarred from participating in a procurement proceeding.

Name.....Signature.....Date.....

Company Seal/Business Stamp