



**TENDER NO. PU/OT/12/2019/2020  
(RE-TENDER)**

**TENDER NAME: CONSTRUCTION OF  
MOSQUITO SCREENHOUSE (RE-  
TENDER)**

**CLOSING DATE AND TIME: WEDNESDAY, 8<sup>TH</sup> JULY 2020 AT  
12.00 NOON**

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# SECTION I

## INVITATION TO TENDER

DATE: 23<sup>RD</sup> JUNE 2020

**Tender reference No. PU/OT/12/2019/2020 (RE-TENDER)**

**Tender Name: CONSTRUCTION OF MOSQUITO SCREENHOUSE (RE-TENDER)**

- 1.1 Pwani University invites sealed tenders for the Construction Mosquito Screenhouse (Re-tender).
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents at the Procurement office, Pwani University main campus, Kilifi during normal working hours.
- 1.3 A complete set of tender documents may be downloaded free of charge from Pwani University website <https://www.pu.ac.ke>
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for **(120) days** from the closing date of tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at **Old Administration Block, Pwani University Kilifi campus** or to be addressed to **Pwani University P.O. Box 195-80108, Kilifi** so as to be received on or before **Wednesday 8<sup>th</sup> July 2020 at 12:00 noon**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at **Pwani University Kilifi campus boardroom.**

Head of Procurement  
**For: Vice Chancellor**

**SECTION II**  
**INSTRUCTIONS TO TENDERERS**  
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## **INSTRUCTIONS TO TENDERERS.**

### **1. General**

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.
- 1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
  - (a) copies of certificates of registration, and principal place of business;
  - (b) total monetary value of construction work performed for each of the last five years;
  - (c) experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information on these contracts;
  - (d) major items of construction equipment owned;
  - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
  - (f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
  - (g) authority to seek references from the Tenderer's bankers.
- 1.3 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.4 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 1.5 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.6 The price to be charged for the tender document shall not exceed Kshs. 5,000/=
- 1.7 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2. Tender Documents**

- 2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below: -
- (a) These instructions to Tenderers
  - (b) Form of Tender
  - (c) Conditions of Contract and Appendix to Conditions of Contract
  - (d) Specifications
  - (e) Drawings
  - (f) Bills of Quantities/Schedule of Rates (whichever is applicable)
  - (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.
- 2.3 A prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

## **3. Preparation of Tenders**

- 3.1 All documents relating to the tender and any correspondence shall be in English Language.
- 3.2 The tender submitted by the Tenderer shall comprise the following: -
- (a) The Tender;
  - (b) Tender Security;

- (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
  - (d) Any other materials required to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.
- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of sixty (60) days from the date of submission. However, in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.8 The original 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 alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.10 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.

#### **4. Submission of Tenders**

- 4.1 The tender duly filled and sealed in an envelope shall; -
- (a) be addressed to the Employer at the address provided in the invitation to tender;
  - [b] bear the name and identification number of the Contract as defined

in the invitation to tender; and

- [c] provide a warning not to open before the specified time and date for tender opening.
- 4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.
- 4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.  
  
Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.
- 4.4 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.
- 4.5 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

## **5. Tender Opening and Evaluation**

- 5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
  - (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and



- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
  - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
  - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
  - (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
  - (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.
- 5.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 5.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.7 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 5.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 5.9 Preference where allowed in the evaluation of tenders shall not exceed 15%
- 5.10 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.

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

## **6. Award of Contract**

6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.

6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.

6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.

6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.

6.5 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.

6.6 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.

- 6.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.8 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.

**7. Corrupt and fraudulent practices**

- 7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.
- 7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.
- 7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

## APPENDIX TO INSTRUCTIONS TO TENDERERS

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

| <b>Instructions to tenderers</b> | <b>Particulars of appendix to instructions to tenderers</b>  |                                     |            |                     |                                     |     |   |  |      |   |  |     |  |  |     |   |  |   |     |           |  |     |  |  |     |                                     |  |
|----------------------------------|--|-------------------------------------|------------|---------------------|-------------------------------------|-----|---|--|------|---|--|-----|--|--|-----|---|--|---|-----|-----------|--|-----|--|--|-----|-------------------------------------|--|
| 2.11                             | Particulars of eligibility and qualifications documents of evidence required: <b>Copies of all the documents requested in the evaluation criteria</b>  |                                     |            |                     |                                     |     |   |  |      |   |  |     |  |  |     |   |  |   |     |           |  |     |  |  |     |                                     |  |
| 2.12                             | Particulars of tender security: <b>Tender Security of 2% of the tender price or submit a duly filled, signed and stamped Tender Securing declaration form for AGPO and provide valid AGPO certificate</b>  |                                     |            |                     |                                     |     |   |  |      |   |  |     |  |  |     |   |  |   |     |           |  |     |  |  |     |                                     |  |
| 3.6                              | Particulars of tender validity: Tender shall remain valid for <b>120 days</b> from closing date and time.  |                                     |            |                     |                                     |     |   |  |      |   |  |     |  |  |     |   |  |   |     |           |  |     |  |  |     |                                     |  |
| 3.7                              | The Tenderer shall submit one <b>ORIGINAL</b> and <b>COPY</b> of the documents comprising the tender documents.  |                                     |            |                     |                                     |     |   |  |      |   |  |     |  |  |     |   |  |   |     |           |  |     |  |  |     |                                     |  |
| 2.16                             | Particulars of day, date and time of closing: <b>Wednesday, 8<sup>th</sup> July 2020 12:00 noon</b>  |                                     |            |                     |                                     |     |   |  |      |   |  |     |  |  |     |   |  |   |     |           |  |     |  |  |     |                                     |  |
| 2.24                             | <p><b>Evaluation Criteria</b></p> <p>The following requirement must be met by the tenderer notwithstanding other requirements in the tender documents.</p> <p><b>a) Mandatory Requirements (MR)</b></p> <table border="1" data-bbox="381 1185 1385 1996"> <thead> <tr> <th data-bbox="381 1185 513 1272"><b>No.</b></th> <th data-bbox="513 1185 1083 1272"><b>Requirements</b></th> <th data-bbox="1083 1185 1385 1272"><b>Responsive or Not Responsive</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="381 1272 513 1358">MR1</td> <td data-bbox="513 1272 1083 1358">Must submit a copy of certificate of Registration/Incorporation</td> <td data-bbox="1083 1272 1385 1358"></td> </tr> <tr> <td data-bbox="381 1358 513 1444">MR 2</td> <td data-bbox="513 1358 1083 1444">Must submit a copy of pin certificate (For VAT)</td> <td data-bbox="1083 1358 1385 1444"></td> </tr> <tr> <td data-bbox="381 1444 513 1530">MR3</td> <td data-bbox="513 1444 1083 1530">Must submit a copy of valid tax compliance certificate</td> <td data-bbox="1083 1444 1385 1530"></td> </tr> <tr> <td data-bbox="381 1530 513 1823" rowspan="2">MR4</td> <td data-bbox="513 1530 1083 1737">(a) Must submit a duly filled, signed and stamped Tender Securing declaration form for AGPO and provide a valid AGPO certificate or</td> <td data-bbox="1083 1530 1385 1823" rowspan="2"></td> </tr> <tr> <td data-bbox="513 1737 1083 1823">(b) Must Submit a bid bond of 2% for Non-AGPO</td> </tr> <tr> <td data-bbox="381 1823 513 1867">MR5</td> <td data-bbox="513 1823 1083 1867">CR12/CR13</td> <td data-bbox="1083 1823 1385 1867"></td> </tr> <tr> <td data-bbox="381 1867 513 1953">MR6</td> <td data-bbox="513 1867 1083 1953">Valid NCA 6 license for builders works</td> <td data-bbox="1083 1867 1385 1953"></td> </tr> <tr> <td data-bbox="381 1953 513 1996">MR7</td> <td data-bbox="513 1953 1083 1996">Must fill the Price Schedule in the</td> <td data-bbox="1083 1953 1385 1996"></td> </tr> </tbody> </table> |                                     | <b>No.</b> | <b>Requirements</b> | <b>Responsive or Not Responsive</b> | MR1 | Must submit a copy of certificate of Registration/Incorporation |  | MR 2 | Must submit a copy of pin certificate (For VAT) |  | MR3 | Must submit a copy of valid tax compliance certificate |  | MR4 | (a) Must submit a duly filled, signed and stamped Tender Securing declaration form for AGPO and provide a valid AGPO certificate or |  | (b) Must Submit a bid bond of 2% for Non-AGPO | MR5 | CR12/CR13 |  | MR6 | Valid NCA 6 license for builders works |  | MR7 | Must fill the Price Schedule in the |  |
| <b>No.</b>                       | <b>Requirements</b>  | <b>Responsive or Not Responsive</b> |            |                     |                                     |     |   |  |      |   |  |     |  |  |     |   |  |   |     |           |  |     |  |  |     |                                     |  |
| MR1                              | Must submit a copy of certificate of Registration/Incorporation  |                                     |            |                     |                                     |     |   |  |      |   |  |     |  |  |     |   |  |   |     |           |  |     |  |  |     |                                     |  |
| MR 2                             | Must submit a copy of pin certificate (For VAT)  |                                     |            |                     |                                     |     |   |  |      |   |  |     |  |  |     |   |  |   |     |           |  |     |  |  |     |                                     |  |
| MR3                              | Must submit a copy of valid tax compliance certificate   |                                     |            |                     |                                     |     |   |  |      |   |  |     |  |  |     |   |  |   |     |           |  |     |  |  |     |                                     |  |
| MR4                              | (a) Must submit a duly filled, signed and stamped Tender Securing declaration form for AGPO and provide a valid AGPO certificate or  |                                     |            |                     |                                     |     |   |  |      |   |  |     |  |  |     |   |  |   |     |           |  |     |  |  |     |                                     |  |
|                                  | (b) Must Submit a bid bond of 2% for Non-AGPO  |                                     |            |                     |                                     |     |   |  |      |   |  |     |  |  |     |   |  |   |     |           |  |     |  |  |     |                                     |  |
| MR5                              | CR12/CR13  |                                     |            |                     |                                     |     |   |  |      |   |  |     |  |  |     |   |  |   |     |           |  |     |  |  |     |                                     |  |
| MR6                              | Valid NCA 6 license for builders works   |                                     |            |                     |                                     |     |   |  |      |   |  |     |  |  |     |   |  |   |     |           |  |     |  |  |     |                                     |  |
| MR7                              | Must fill the Price Schedule in the  |                                     |            |                     |                                     |     |   |  |      |   |  |     |  |  |     |   |  |   |     |           |  |     |  |  |     |                                     |  |

|      |  |  |
|------|--|--|
|      | format provided  |  |
| MR8  | Must fill the Form of Tender in the format provided valid for <b>120 days</b> from closing date.         |  |
| MR9  | Must submit a duly filled, signed and stamped self-declaration form in the format provided               |  |
| MR10 | Document Should be serialized to entirety  |  |
| MR11 | Must submit a duly filled, signed and stamped Confidential Business Questionnaire in the format provided |  |

***At this stage, tenderer's submission will either be responsive in all the mandatory (MR) requirements above or non-responsive. Non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.***

***b) Technical Evaluation***

The maximum score under overall technical evaluation is 100 points and bidders must score at least 70 points under this overall technical evaluation to proceed to the next stage (Financial Evaluation).

**Technical Scores**

| <b>No.</b> | <b>Evaluation Attribute</b>   | <b>Tenderer's Response</b> | <b>Weighting Score</b>   | <b>Max Score</b> |
|------------|---|----------------------------|--|------------------|
| TE1        | A brief description of the firm's organization and an outline of recent experience on assignments of a similar nature |                            | For each assignment the outline should indicate among other things the no. of staff deployed, duration of the assignment | 15               |
| TE2        | Past experience in carrying out at least five (5) similar in nature assignments in the last five (5) years            |                            | (Attach copies of LPO's, Contracts, invoices and/or delivery notes as evidence) - 5 Marks for each assignment            | 25               |
| TE3        | Pictorials,   |                            | 5 Marks  | 5                |

|     |  |  |   |            |
|-----|--|--|---|------------|
|     | images/<br>Brochures of<br>similar<br>assignments  |  |   |            |
| TE4 | Avail at least<br>Three (3) letters<br>of<br>recommendation<br>from where you<br>have or are<br>currently<br>implementing<br>similar<br>assignment.  |  | Reference letters from<br>previous/current<br>clients indicating<br>satisfactory<br>performance of the<br>same or related<br>assignment.  | 15         |
| TE5 | Availability of<br>appropriate skills<br>among staff,<br>provide CVs and<br>certificates of<br>three (3) key staff<br>proposed for the<br>assignment |  | CVs recently signed by<br>the proposed<br>professional staff and<br>the authorized<br>representative<br>submitting the tender.<br>Key information should<br>include number of<br>years working for the<br>firm/entity and degree<br>of responsibility held in<br>various assignments<br>during the last five (5)<br>years | 15         |
| TE6 | major items of<br>construction<br>equipment<br>owned or<br>controlled;   |  | (attach copies of e.g.<br>Log Books, lease<br>agreement as evidence)<br>2 marks for each proof  | 10         |
| TE7 | Financial<br>Reports i e.<br>Bank<br>Statements for<br>the Last 3 Years<br>(2018 & 2017 &<br>2016)   |  | 5 Marks for each year   | 15         |
|     | <b>Total</b>   |  |   | <b>100</b> |

**Only bidders who score 70 points and above will be subjected to financial evaluation. Those who score below 70 points will be eliminated at this stage from the entire evaluation process and will**

|      |   |
|------|---|
|      | <b>not be considered further.</b>   |
| 2.24 | Particulars of post – qualification<br>Pwani University may inspect the premises and/or check the accuracy of any or all information provided by the bidder before awarding a contract. |

(Complete as necessary)

**SECTION III**  
**CONDITIONS OF CONTRACT**

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## SECTION III - CONDITIONS OF CONTRACT

### 1. Definitions

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

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

**“Schedule of Rates”** means the priced Schedule of Rates forming part of the tender [where applicable].

**“The Completion Date”** means the date of completion of the Works as certified by the Employer’s Representative.

**“The Contract”** means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

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

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

**“The Contract Price”** is the price stated in the Letter of Acceptance.

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

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

**“The Defects Liability Certificate”** is the certificate issued by Employer’s Representative upon correction of defects by the Contractor.

**“The Defects Liability Period”** is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

**“Drawings”** include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

**“Employer”** Includes Central or Local Government administration, Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

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

**“Site”** means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

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

**“Employer’s Representative”** is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

**“Specification”** means the Specification of the Works included in the Contract.

**“Start Date”** is the date when the Contractor shall commence execution of the Works.

**“ A Subcontractor”** is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

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

**“ A Variation”** is an instruction given by the Employer’s Representative which varies the Works.

**“The Works”** are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

## **2. Contract Documents**

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

- (1) Agreement,
- (2) Letter of Acceptance,
- (3) Contractor’s Tender,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,
- (7) Bills of Quantities or Schedule of Rates [whichever is applicable]

## **3. Employer’s Representative’s Decisions**

3.1 Except where otherwise specifically stated, the Employer’s Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

#### **4. Works, Language and Law of Contract**

- 4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer's Representative, and complete them by the Intended Completion Date.
- 4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

#### **5. Safety, Temporary works and Discoveries**

- 5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.
- 5.2 The Contractor shall be responsible for the safety of all activities on the Site.
- 5.3 Anything of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

#### **6 Work Program and Sub-contracting**

- 6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.
- 6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

#### **7 The site**

- 7.1 The Employer shall give possession of all parts of the Site to the Contractor.
- 7.2 The Contractor shall allow the Employer's Representative and any other person authorized by the Employer's Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

## **8 Instructions**

- 8.1 The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

## **9 Extension of Completion Date**

- 9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.

- 9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or

- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) delay in receiving possession of or access to the Site.

## **10 Management Meetings**

- 10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.
- 10.2 Communication between parties shall be effective only when in writing.

## **11 Defects**

- 11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.
- 11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

## **12 Bills of Quantities/Schedule of Rates**

- 12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.
- 12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

## **13 Variations**

- 13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.
- 13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

## **14 Payment Certificates and Final Account**

- 14.1 The Contractor shall be paid after each of the following stages of Work listed herebelow (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.
- (i) Advance payment \_\_\_\_\_ (*percent of Contract Price, [after Contract execution] to be inserted by the Employer*).
- (ii) First stage (*define stage*) \_\_\_\_\_

(iii) Second stage (*define stage*)\_\_\_\_\_

(iv) Third stage (*define stage*) \_\_\_\_\_

(v) After defects liability period .

14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the

Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

## **15. Insurance**

15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

## **16. Liquidated Damages**

16.1 The Contractor shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date

except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

## **17. Completion and Taking Over**

17.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

## **18. Termination**

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

- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
- (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.
- (d) the Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

## **19. Payment Upon Termination**

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



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

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

## **20. Corrupt Gifts and Payments of Commission**

20.1 The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.
- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

## **21. Settlement of Disputes**

21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

**APPENDIX TO CONDITIONS OF CONTRACT**

THE EMPLOYER IS

NAME: PWANI UNIVERSITY

ADDRESS: P.O. BOX 195-80108, KILIFI

NAME OF EMPLOYER'S REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

The name (and identification number) of the Contract is Tender No. PU/OT/12/2019/2020

The Works consist of CONSTRUCTION OF MOSQUITO SCREENHOUSE

The Start Date shall be \_\_\_\_\_

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

The following documents also form part of the Contract:  
\_\_\_\_\_  
\_\_\_\_\_

The Site Possession Date shall be \_\_\_\_\_

The Site is located at \_\_\_\_\_ and is defined in drawings nos.  
\_\_\_\_\_

The Defects Liability Period is 180 days.

Amount of Tender Security is Kshs..... (Note: This amount should be between one (1) percent and three (3) percent of the value of the Works)

The name and Address of the Employer for the purposes of submission of tenders is.....**Pwani University P.O. Box 195-80108, Kilifi**.....  
.....

The tender opening date and time is 12:00 noon on 8<sup>th</sup> day of July 2020

The amount of performance security is Kshs **5 percent of contract price** (Note: the Employer must select the form of performance security to be accepted. A bank guarantee of between five (5) and ten (10) percent is acceptable. A performance bond on the other hand from an insurance company may be of up to thirty (30) percent of the Contract Price).

## **SECTION IV – SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES/SCHEDULE OF RATES**

### **I. SPECIFICATIONS**

#### **Notes for preparing Specifications**

- 1.0 Specifications must be drafted to present a clear and precise statement of the required standards of materials and workmanship for tenderers to respond realistically and competitively to the requirements of the Employer and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be permanently incorporated in the Works be new, unused, of the most recent or current models and incorporating all recent improvements in designs and materials unless provided otherwise in the Contract.
- 2.0 Specifications from previous similar projects are useful and it may not be necessary to rewrite specifications for every works contract.
- 3.0 Care must be taken in drafting Specifications to ensure they are not restrictive. In the specification of standards for materials, plant and workmanship existing Kenya Standards should be used as much as possible otherwise recognized international standards may also be used.

## **SECTION V SPECIFICATIONS AND PRICING NOTES**

**The Contractor should read carefully the following specification for workmanship prepared in accordance with standard specifications for building works 1976 Edition prepared by the Ministry of Roads, Public Works and Housing.**

### **A.0 GENERAL ITEMS**

#### **A.1 MATERIALS GENERALLY**

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

#### **A.2 MATERIAL FOR WHICH THERE IS A KENYA BUREAU OF STANDARD SPECIFICATION**

All materials used in the works for which a Kenya Bureau of Standards (K.S.) specification has been published shall conform to the latest edition hereof in every way. The Architect reserves the right to demand that the Contractor shall obtain at his own expense a certificate in respect of any materials to state that is in accordance with the Kenya Bureau of Standard specifications.

#### **A.3 MATERIALS FOR WHICH THERE IS NO KENYA BUREAU OF STANDARDS SPECIFICATION**

All materials used in the works for which no Kenya Bureau of Standards specification has been published shall conform to the British Standards (B.S.) specification for such materials. If there are no published standards as specified for any materials, the quality of such materials shall be generally of a standard equal to those for which there is a Kenya Bureau of Standards or British Standard Specification.

### **B.0 EXCAVATION AND EARTHWORK**

#### **B.1 SITE CLEARANCE**

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

#### **B.2 NATURE OF THE SOIL**

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

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

### B.3 FOUNDATION EXCAVATIONS

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

If however, the Contractor excavates to any greater depths than shown in the drawing or as instructed by the Engineer, then he shall at his own expense fill such extra depth of excavation with concrete as specified for the foundations to the satisfaction of the Engineer. The Contractor shall not be paid for the cost of any excavation executed deeper or wider than shown on the drawings or instructed by the Engineer or the cost of back filling such excavation or disposing of surplus.

### B.4 SURPLUS SOIL DISPOSAL

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

### B.5 TOP SOIL FOR SPREADING

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

### B.6 FILLING UNDER SURFACE BEDS IN BUILDINGS

#### i) MURRAM FILLING

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

#### ii) HARDCORE FILLING

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

### B.7 ANTI-TERMITE TREATMENT

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

## B.8 POLYTHENE SHEETING

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

The Contractor shall ensure that the membrane is not pierced by laying and concerting.

## B.9 EXISTING SERVICES

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

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

## B.10 PROTECTION

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

## **C.0 CONCRETE WORK**

### C.1 CODES OF PRACTICE

All workmanship, materials, tests and performances in connection with reinforced concrete shall be in conformity with the latest edition of the British Standard for concrete works B.S. 8110 parts 1&2, B.S. 8004, B.S. 8007) and any other approved Local and International standards.

Where inconsistency exists between these preambles and these standards, the Contractor shall notify the Engineer in good time for his clarification as to which of the two implications on the Contract.

### C.2 SUPERVISION

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

### C.3 CEMENT

Cement unless otherwise specified shall be Ordinary Portland cement or a brand and source approved by the Engineer and shall comply with the requirements of K.S.02-21. A manufacturer's certificate of test in accordance with K.S.02.21 shall be supplied for each consignment delivered to the Site.

### C.4 AGGREGATE

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

If in the opinion of the Engineer the aggregate meets with the above requirement but is dirty or altered in any manner it shall be screened and/or washed in clean water at the Contractor's expense.

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

#### C.5 WATER

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

#### C.6 QUALITY CONTROL AT WORKS STAGE

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

#### C.7 CEMENT

The quantity of cement shall be measured by weight. Where delivered in bags, each batch of concrete is to contain one or more bags of cement in accordance with the proportions specified.

For non-structural concrete, volume batching may be used as indicated below:

Class of concrete 15 10

Nominal mix by volume 1:3:6 1:4:8

Cubic metres of coarse aggregate per 50kg bag of cement 0.12 0.16

Cubic metres of coarse aggregate per 50kg bag of cement 0.24 0.32

Maximum size of coarse aggregate 40mm x 40mm or 20mm for blinding concrete where described.

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

#### C.8 CONSTRUCTION JOINTS

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

#### C.9 FAULTY CONCRETE

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

#### C.10 STEEL REINFORCEMENT

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



Hot rolled MS for the Reinforcement Concrete KS 02-22  
Hot rolled MS for the Reinforcement Concrete KS 4449  
Cold worked H.Y. steel for the reinforcement concrete BS 4461  
Hard drawn steel wire BS 4482

#### C.11 FABRIC REINFORCEMENT

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

#### C.12 FIXING STEEL REINFORCEMENT

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

#### C.13 FORMWORK

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

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

### **WALLING**

#### **D.0 MATERIALS**

##### D.1 CEMENT

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

##### D.2 LIME

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

##### D.3 SAND

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

##### D.4 WATER

Shall be as described in Concrete work.

##### D.5 STONE

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

#### D.6 REINFORCED WALLS

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

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

#### D.7 WALL TIES

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

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

#### D.8 FAIR FACE

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

#### D.9 POINTING

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

### **GLAZING**

#### **E.0 MATERIALS**

##### E.1 GENERAL

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

##### E.2 STANDARDS

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

##### E.3. CLEAR SHEET GLASS ETC.

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

### **METALWORK**

#### **F.0 MATERIALS**

##### F.1 GENERALLY

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

## F.2 MILD STEEL

Mild steel shall comply with B.S. 15.

## F.3 HOLLOW SECTION TUBING

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

## F.4 BOLTS, NUTS AND WASHERS

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

## F.5 GALVANIZED SHEET STEEL

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

## F.7 STEEL GRILLES

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

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

## **WORKMANSHIP**

### F.8 WELDING

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

### F.9 PAINTING

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

Any damage to the printing paint shall be made good to the Architect's satisfaction.

### F.10 FIXING OF STEEL GRILLES

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

## **FLOOR, WALL AND CEILING FINISHING**

### **G.0 PLASTERWORK**

#### G.1 GENERALLY

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

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

#### G.2 CEMENT

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

### G.3 LIME

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

### G.4 SANDS

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

### G.5 WATER

Water shall be clean and kept free from all impurities.

### G.6 MIXING OF MATERIALS

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

### G.7 PERIOD BETWEEN COATS

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

### G.8 SURFACES OF BEDS AND BACKINGS

Screeded beds for in-situ finishings of floor finishings bedded in mortar shall be left rough from the screeding board. Floated beds for inflexible floor finishing bedded in mastic, shall be left with a plain untextured surface. Trowelled beds for flexible finishings shall be finished smooth and free from score marks, grooves or depressions. Screeded backings for in-situ wall finishings or wall finishings bedded in mortar shall be scratched for key. Floated backings for inflexible wall finishings shall be finished smooth and free from score marks or depressions. Beds and backings for finishings by specialists shall be to the approval of the specialist.

### G.9 PREPARATION OF SURFACES

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

## **PAINTING AND DECORATING**

### **H.0 MATERIALS**

#### H.1 COLOUR RANGE

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

#### H.2 APPROVAL OF BRANDS

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

#### H.3 QUALITY OF PRODUCTS

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

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

#### H.5 SAME MAKERS' MATERIALS USED FOR COATING

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

#### H.8 REMEDYING DEFECTS DUE TO DEFECTIVE MATERIALS

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

#### H.15 BLACK BITUMINOUS PAINT

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

#### H.20 PRIMER FOR IRON AND STEELWORK

Primer for iron and steelwork shall be: -

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

#### H.25 PRIMER FOR WOODWORK

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

#### H.26 OIL PAINTS

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

#### H.27 POLYURETHANE LACQUER

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

#### H.31 PLASTER, RENDERING, CONCRETE BLOCK WORK AND BRICKWORK

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

#### H.35 IRON AND STEEL

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

#### H.37 HARDWOOD

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

#### H.38 FIBREBOARD

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

#### H.39 PLYWOOD

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

#### H.40 WOODWORK TO BE PAINTED

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

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

#### H.41 WOODWORK TO RECEIVE CLEAR FINISH

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

#### WORKMANSHIP

##### H.42 STANDARD OF WORKMANSHIP

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

##### H.43 STIRRING OF MATERIALS

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

##### H.44 MANUFACTURER'S INSTRUCTIONS

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

##### H.45 BRUSH WORK

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

## II DRAWINGS

**III BILL OF QUANTITIES/SCHEDULE OF RATES**

**PWANI UNIVERSITY**

**BILL OF QUANTITIES FOR A MOSQUITO SCREENHOUSE (MALARIA SPHERE)**

| <b>ITEM</b> | <b>DESCRIPTION</b>  | <b>UNIT</b> | <b>QUANTITY</b> | <b>RATES</b> | <b>AMOUNT</b> |
|-------------|---|-------------|-----------------|--------------|---------------|
| 1.          | Installation of Metallic Customized Screenhouse   | Pieces      | 2               |              |               |
| 2.          | Galvanized steel structure - complete unit (200Micron Polythene, Metallic beams and bars)<br><br>Dimensions: 8M by 25M. | L/S         | 2               |              |               |
| 3.          | MidRoll -up Side Ventilation BIONETheight: 4.5M (UVA  | SM          | 1,200           |              |               |
| 4.          | covernet)Entry por ch   | L/S         | 2               |              |               |
| 5.          | Cement Skirting 1Metre round the Screenhouses (with shallow drain ~anti-ants)   | L/S         | 2               |              |               |
| 6.          | Concrete Floor works to Grade 4   | L/S         | 2               |              |               |
| 7.          | Wooden doors  | 6           |                 |              |               |
| 8.          | Insect net Partitioning of Screenhouse sections   | SM          | 250             |              |               |
| 9.          | Grass/Makuti thatched experimental structure  | L/S         | 2               |              |               |
| 10.         | Labour  |             |                 |              |               |
|             | <b>GRAND TOTAL COST</b>   |             |                 |              |               |

**Amount in words: Kenya Shillings:** .....

.....

**Tenderers name** .....

**Tenderer's signature and stamp**.....

**Address (Postal and Telephone)** .....

.....



## **STANDARD FORMS**

### **List of Standard Forms**

- (i) Form of Invitation for Tenders**
- (ii) Form of Tender**
- (iii) Letter of Acceptance**
- (iv) Form of Agreement**
- (v) Form of Tender Security**
- (vi) Performance Bank Guarantee**
- (vii) Performance Bond**
- (viii) Bank Guarantee for Advance Payment**
- (ix) Qualification Information**
- (x) Tender Questionnaire**
- (xi) Confidential Business Questionnaire**
- (xii) Details of Sub-Contractors**
- (xiii) Request for Review Form**

# FORM OF INVITATION FOR TENDERS

\_\_\_\_\_ [date]

To: \_\_\_\_\_ [name of Contractor]  
\_\_\_\_\_ [address]  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sirs:

Reference: \_\_\_\_\_ [Contract Name]

You have been prequalified to tender for the above project.

We hereby invite you and other prequalified tenderers to submit a tender for the execution and completion of the above Contract.

A complete set of tender documents may be purchased by you from \_\_\_\_\_

\_\_\_\_\_ [mailing address, cable/telex/facsimile numbers].

Upon payment of a non-refundable fee of Kshs \_\_\_\_\_

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

\_\_\_\_\_ [address and location]

at or before \_\_\_\_\_ (time and date). Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.

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

Yours faithfully,

\_\_\_\_\_ Authorised Signature

\_\_\_\_\_ Name and Title

# 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/Schedule of Rates 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 Kshs. \_\_\_\_\_ [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 Employer's Representative'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 until \_\_\_\_\_ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 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 \_\_\_\_\_

(Amend accordingly if provided by Insurance Company)

**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 Kshs \_\_\_\_\_ *[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/Priced Schedule of Rates [whichever is applicable]
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 Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this ..... Day of .....20.....

THE CONDITIONS of this obligation are:

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

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that 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]

**8.3 TENDER-SECURING DECLARATION FORM**

[The Bidder shall complete in this Form in accordance with the instructions indicated]

Date: [insert date (as day....., month.... and year....) of Bid Submission] Tender No. [insert number of bidding process.....]

To: [insert complete name of Purchaser.....]

We, the undersigned, declare that:

1 We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

2 We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we –

(a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or

(b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity,

(i) fail or refuse to execute the Contract, if required, or

(ii) fail or refuse to furnish the Performance Security, in accordance with the ITT.

3 We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of

(i) our receipt of a copy of your notification of the name of the successful Bidder; or

(ii) twenty-eight days after the expiration of our Tender.

4 We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bi, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed: ..... [insert signature of person whose name and capacity are shown] in the capacity of [insert legal capacity of person signing the Bid Securing Declaration]

Name..... [insert complete name of person signing the Bid Securing Declaration]

Duly authorized to sign the bid for and on behalf of: ..... [insert complete name of Bidder]

Dated on ..... day of ....., ..... [insert date of signing]



## PERFORMANCE BANK GUARANTEE

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 civil 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 thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

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

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_

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

Address \_\_\_\_\_

Date \_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

## PERFORMANCE BOND

By this Bond, We \_\_\_\_\_ of (or whose registered office is situated at] \_\_\_\_\_ as Principal (hereinafter called “the Contractor”) and \_\_\_\_\_ of[or whose registered office is situated at] \_\_\_\_\_ as Surety (hereinafter called “the Surety”), are held and firmly bound unto \_\_\_\_\_ of[or whose registered office is situated at] \_\_\_\_\_ as Obligee (hereinafter called “the Employer”) in the amount of Kshs. \_\_\_\_\_ [*amount of Bond in figures*] Kenya Shillings

*[amount of Bond in words]*, for the payment of which sum well and truly, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a Contract with the Employer dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ for the execution of

*[name of Contract]* in accordance with the Contract documents, Specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer’s obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive tenderer, arrange for a Contract between such tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term “Balance of the Contract Price”, as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the

Contract, less the amount properly paid by the Employer to the Contractor;  
or

- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

SIGNED ON \_\_\_\_\_ SIGNED ON \_\_\_\_\_

On behalf of \_\_\_\_\_ On behalf of \_\_\_\_\_  
*[name of Contractor]* *[name of Surety]*

By \_\_\_\_\_ By \_\_\_\_\_

In the capacity of \_\_\_\_\_ In the capacity of \_\_\_\_\_

In the presence of;Name \_\_\_\_\_ In the presence of;Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## **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 Kshs. \_\_\_\_\_ *[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 Kshs \_\_\_\_\_ *[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 thereunder 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: \_\_\_\_\_

# QUALIFICATION INFORMATION

## 1. Individual Tenderers or Individual Members of Joint Ventures

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);

Place of registration: \_\_\_\_\_

Principal place of business \_\_\_\_\_

Power of attorney of signatory of tender \_\_\_\_\_

1.2 Total annual volume of construction work performed in the last five years

| Year | Volume   |       |
|------|----------|-------|
|      | Currency | Value |
|      |          |       |
|      |          |       |
|      |          |       |

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

| Project name | Name of client and contact person | Type of work performed and year of completion | Value of Contract |
|--------------|-----------------------------------|---|-------------------|
| _____        | _____                             | _____   | _____             |
| _____        | _____                             | _____   | _____             |
| _____        | _____                             | _____   | _____             |

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

| Item of Equipment | Description, Make and age (years) | Condition (new, good, poor) and number available | Owned, leased (from whom?), or to be purchased (from whom?) |
|-------------------|-----------------------------------|--|---|
| _____             | _____                             | _____  |   |
| _____             | _____                             | _____  |   |
| _____             | _____                             | _____  |   |
| (etc.)            |                                   |  |   |

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

| Position        | Name  | Years of experience (general) | Years of experience in proposed position |
|-----------------|-------|-------------------------------|--|
| Project Manager |       |                               |  |
| _____           | _____ | _____                         | _____                                    |
| _____           | _____ | _____                         | _____                                    |
| _____           | _____ | _____                         | _____                                    |
| (etc.)          |       |                               |  |

- 1.6 Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies.

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- 1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

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

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- 1.9 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

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- 1.10 Proposed program (work method and schedule) for the whole of the Works.

## 2 Joint Ventures

- 2.0 The information listed in 1.1 – 2.0 above shall be provided for each partner of the joint venture.

- 2.1 The information required in 1.11 above shall be provided for the joint venture.
- 2.2 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
- 2.3 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:
  - a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
  - c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.



# 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 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);  
.....  
.....

\_\_\_\_\_  
Signature of Tenderer

Make copy and deliver to: \_\_\_\_\_ (*Name of Employer*)

FIFTH SCHEDULE  
SELF DECLARATION FORMS

(r.47)

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, ....., of Post Office Box ..... being a resident of ..... in the Republic of ..... do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for .....(insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

FORM SD2

SELF DECLARATION FORMS

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, .....of P. O. Box ..... being a resident of ..... in the Republic of ..... hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ..... (insert name of the Company) who is a Bidder in respect of Tender No. .... for .....(insert tender title/description) for .....( insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....( insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of .....(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

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

Bidder's Official Stamp

# **CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 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 No.....

Nature of Business.....

Current Trade Licence No..... Expiring date.....

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

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 | .....               | .....              | .....                      | .....         |

## **DETAILS OF SUB-CONTRACTORS**

If the Tenderer wishes to sublet any portions of the Works under any heading, he must give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet: .....

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

.....

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

.....

.....

(2) Portion of Works to sublet: .....

(i) Full name of sub-contractor  
and address of head office: .....

.....

.....

(ii) Sub-contractor's experience  
of similar works carried out  
in the last 3 years with  
contract value: .....

.....

\_\_\_\_\_  
[Signature of Tenderer)

\_\_\_\_\_  
Date

**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

**REPUBLIC OF KENYA**  
**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of .....dated the...day of .....20.....in the matter of Tender No.....of .....20...

**REQUEST FOR REVIEW**

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email ....., hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
- 2.
- etc

SIGNED .....(Applicant)

Dated on.....day of ...../...20...

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**FOR OFFICIAL USE ONLY**

Lodged with the Secretary Public Procurement Administrative Review Board on ..... day of .....20.....

SIGNED  
Board Secretary