



REPUBLIC OF KENYA

MINISTRY OF HEALTH

**PROPOSED INCINERATOR SHED AT
MOI TEACHING AND REFERRAL
HOSPITAL (MTRH)-ELDORET**

**TENDER NO: NPHLS/WB/EAPHLN/04/2017-
18**

January, 2018

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INTRODUCTION

1.1 The following guidelines should be observed when using the document:-

- (a) Specific details should be furnished in the tender notice and in the special conditions of contract (where applicable). The tender document issued to tenderers should not have blank spaces or options.
- (b) The instructions to tenderers and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through Appendix to instructions to tenderers and special conditions of contract respectively.

1.2 (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable prospective tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements

- The invitation to tender shall be as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have been prequalified following a request for prequalification.

1.4 The cover of the tender document should be modified to include:-

- Tender number.
- Tender name.
- Name of procuring entity.
- Delete name and address of PPOA.

SECTION I

INVITATION FOR TENDERS

Tender reference No. (NPHLS/WB/EAPHLN/04/2017-18)

Tender Name (PROPOSED INCINERATOR SHED AT MOI TEACHING AND REFERRAL HOSPITAL (MTRH)-ELDORET)

- 1.1 The (procuring entity) invites sealed tenders for the construction of Incinerator shed at MTRH-Eldoret.
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents (and additional copies) at (NPHLS Building, Hospital Road) during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates from ministry's website free of charge www.health.go.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 **(NPHLS BUILDING, GROUND FLOOR, HOSPITAL ROAD)** or to be addressed to (NATIONAL PUBLIC HEALTH LABORATORY SERVICES) so as to be received on or before 14th **February, 2018 at 10:00 a.m. East African Time.**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at **NPHLS BUILDING, CONFERENCE ROOM, 1ST FLOOR, HOSPITAL ROAD.**

Head, SCMS
For (*Accounting Officer/Procuring Entity*)

SECTION II
INSTRUCTIONS TO TENDERERS
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INSTRUCTIONS TO TENDERERS.

1. General

- 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 tender documents.
- Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
 - a. Copy of the current registration certificate with the National Construction Authority under relevant category,
 - 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. Relevant items of construction equipment proposed to carry out the contract and undertaking that they will be available for the contract.

- e. qualifications and experience of key site management and technical personnel proposed for the Contract; and undertaking that they will be available for the contract.
 - f. Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial reports
 - g. reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
 - h. authority to seek references from the Tenderer's bankers.
 - i. Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and
 - j. Proposals for subcontracting components of the works amounting to more than 10 percent of the contract price.
- 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.
 - 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.
 - The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

Tender Documents

- The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 herebelow:-
 - 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
 - g. Forms of securities.

- 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.
- 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.
- 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.
- 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 herebelow.

- **Preparation of Tenders**

- All documents relating to the tender and any correspondence shall be in English Language.
- The tender submitted by the Tenderer shall comprise the following:-

- a. The instructions to Tenderers, form of Tender, Conditions of contract and specifications.
 - a. Tender Security of Kshs. 50000/=;
 - a. Priced Bill of Quantities.
 - a. Qualification information form and documents.
 - a. Alternative offers where invited ; and
 - a. Any other materials required to be completed and submitted by Tenderers.
- 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.
- The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- The unit rates and prices shall be in Kenya Shillings.
- Tenders shall remain valid for a period of sixty (120) 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.
- The Tenderer shall prepare and submit volume of tender documents comprising the tender documents as described in clause 3.2 these Instruction
- The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

- 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.
- 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.
- **Submission of Tenders**
 - -The tenderer shall seal the original of the tender documents in one envelope dully marked as original, and **COPIES** as appropriate,
The inner and outer envelopes shall:
 - a. be addressed to the Employer at the address provided in the invitation to tender;
 - [b] bear the name and identification number of the Contract as defined
in the invitation to tender; and
 - [c] provide a warning not to open before the specified time and date for tender opening.
 - 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.
 - 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.

 - Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.
 - 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.
- **Tender Opening and Evaluation**

- 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.
- 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.
- 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.
- 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
 - a. 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.
 - a. 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.
 - a. 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).
 - a. 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.

- a. 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.
- The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
 - Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
 - Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
 - Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
 - Preference where allowed in the evaluation of tenders shall not exceed 15%
 - 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.
 - 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.
- **Award of Contract**
 - The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.

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

- 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.
- **Corrupt and fraudulent practices**
 - 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.
 - 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.
 - Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

SECTION IV: APPENDIX TO INSTRUCTION TO TENDERERS

Tender Evaluation Criteria

Evaluation will be done in four stages as follows:-

1. Determination of responsiveness
2. Technical evaluation
3. Financial evaluation

4. Recommendation for award

1.STAGE1. (TENDER RESPONSIVENESS)

- In accordance with the requirements of the instruction to tenderers under clause 5, only substantially responsive tenderers will be subjected to detailed evaluation, a responsive tender is one which conforms to all the terms and conditions and specifications of the tendering documents, without material or reservation. This mandatory conditions to be complied with are:-
 - Certified copy of registration/incorporation
 - Valid tax compliance certificate
 - Certificate copy of registration with NCA6/NCA7/NCA8 (Buildings)
 - Form of tender(Properly filled and signed)
 - Bid security of kshs. 50000/= (from Commercial Bank approved in Kenya by Central Bank of Kenya or from a reputable insurance operating and regulated in Kenya)
 - Litigation history (Sworn affidavit to be provided)
 - Confidential business questionnaire(properly filled and signed)

ii) A company shall fulfill all the above conditions in order to proceed to technical evaluation

iii)Any company that does not fulfill any of the above conditions shall be disqualified from further evaluation at this stage.

2.STAGE 2.(TECHNICAL EVALUATION)

I)The technical analysis will be awarded 60 score

Ii)The tenderer must show proof of equipment, plant & machinery, vehicles, similar works etc.

The criteria for technical analysis will be as follows:

iii)

Item	Criteria			Score	Max Score
1.	a)	Similar Works Ongoing (at least 50%) Max consideration 3 projects.	Below 10 Million	Per project 1	6
			Over 10 million	2	
	b)	Ongoing (at least 50%) Max consideration 3 projects.	Below 10 Million		9 15
			Over 10 million		
2	Availability of equipment	Pick up	1 Number More than one	2 4	4
		Truck	1 Number More than one	3 5	5
		Other relevant	1.Number 2.Number 3.and over	1 3 5	5 14
3	a)	Qualified personnel in relevant trade i.e. Construction industry) Directors of the company(any one (1) director.	Diploma	1	3
			Degree	3	
	b)	2NO. Key personnel but of different specialty with over 3 years' experience (Qs, Architects, Str/Civil Eng & Construction Managers)	Diploma	1	2
			Degree	2	4
			Registered with relevant professional boards	2	4 13

4	Financial status KES-Audited financial reports	Financial reports of 2014	1	1	1	
		Financial reports of 2014	1	1		1
		Financial reports of 2014	1	1		1
		Net yearly operating profit	Profit loss	1 0		
		Non-current Asset base	0-10M	0		
			OVER 10M	1		
			15M	2		
			OVER 20M	3		
			25M	4		
			OVER 30M	3		
			35M	4		
			OVER 40M			
5	Evidence of adequacy of working capital(cash at hand and bank signed stamped	<u>Has Financial resources</u>			10	
		Below the cost of the project,	0			
		Equal to the cost of the project	4			
A)	Current bank statements dated not more than a month from date of submission, letters of credit from stating amount to be advanced	More than 2x the cost of the project	10	10		
Total Score					60	

Vi) All companies that fail to get a total score of 42 and above (out of 60) will be disqualified from further evaluation and will not proceed to financial evaluation (Pass mark is 70% of the total marks)

STAGE 3.(FINANCIAL EVALUATION)

- **MATERIAL DEVIATIONS, MARKET PRICES AND CONSISTENCY OF RATES**

The bidders prices shall be evaluated further by comparing them to market prices(Market Survey)

Financial evaluation shall be as follows;-

- Front loading for main elements
- The elemental total shall be compared against the market price as per the engineers estimate for the following;-

- Preliminaries
- Builders
- Civil Works

- **Market rates for main items**

The unit rate shall be compared against market prices as follows;

- Concrete class 25/20
- Reinforcement Y25
- 200mm Walling
- Timber section 150x50mm
- Gauge 28 Pre-painted IT5 roofing sheet
- Terrazzo floor finish
- Wall tiles
- Plaster 12mm internal
- Emulsion paint

c)Consistency of rates and errors

The tenderers rates shall be thoroughly evaluated for the consistency or lack of consistency. Specific emphasis will be given to work items of similar nature occurring in different elements or bills of quantities. Tender determined to be

substantially responsive will be checked for any arithmetic Errors. Errors will be corrected as per clause 5.7

STAGE 4. RECOMMENDATION FOR AWARD

A recommendation will be to award this tender to the tenderer with the lowest responsive bid at the price indicated in the form of tender.

SECTION IV CONDITIONS OF CONTRACT

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SECTION IV- CONDITIONS OF CONTRACT

• Definitions

- 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.

- **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]

- **Employer’s Representative’s Decisions**

- 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

- 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.
- 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

- 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.
- The Contractor shall be responsible for the safety of all activities on the Site.
- 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.
- **Work Program and Sub-contracting**
 - 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.
 - 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.
- **The site**
 - The Employer shall give possession of all parts of the Site to the Contractor.
 - The Contractor shall allow the Employer's Representative and any other person authorised 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.
- **Instructions**
 - The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.
- **Extension of Completion Date**

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

Delay by:-

- a. force majeure, or
- a. reason of any exceptionally adverse weather conditions, or
- a. 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
- a. reason of the Employer's Representative's instructions issued under these Conditions, or
- a. 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
- a. delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- a. reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- a. 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

- a. reason of delay in appointing a replacement Employer's Representative, or
- a. 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
- a. delay in receiving possession of or access to the Site.

- **Management Meetings**

- 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.
- Communication between parties shall be effective only when in writing.

- **Defects**

- 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.
- 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.
- 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.

- **Bills of Quantities/Schedule of Rates**

- 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.
- 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.

- **Variations**

- 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.
- 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.
- 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.

- **Payment Certificates and Final Account**

- 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*).
 - i. First stage (*define stage*) _____
 - i. Second stage (*define stage*) _____
 - i. Third stage (*define stage*) _____
 - i. After defects liability period .

The payments will be made as per the stages of Work done and materials on site.

- 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.
- 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.

- 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.

- **Insurance**

- 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.

- **Liquidated Damages**

- 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.

- **Completion and Taking Over**

- 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.

- **Termination**

- 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;
 - a. the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - a. 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.
 - a. 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.
- 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.

- **Payment Upon Termination**

- 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.
- 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.
- a. 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

- 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.
- The alternative Disputes Resolution shall involve Reconciliation, mediation or Adjudication.

SECTION V: APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: __MINISTRY OF HEALTH (NPHL-EAPHLN PROJECT)

Address: __PRINCIPAL SECRETARY,MINISTRY OF HEALTH.

Name of Employer's Representative: **PRINCIPAL SECRETARY,MINISTRY OF HEALTH.**

Contact person: **THE PROJECT MANAGER IS MINISTRY OF PUBLIC WORKS.**

Address: **P.O.Box 30743, NAIROBI**

Telephone: __+254-20-2723101

The name (and identification number) of the Contract is __ PROPOSED INCINIRATOR SHED AND ASSOCIATED CIVIL WORKS

The Works consist of **CONSTRUCTION OF INCINERATOR SHED**

The Start Date shall be __AS AGREED WITH THE PROJECT MANAGER

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

The following documents also form part of the Contract:

__AS LISTED IN CLAUSE 2.3 OF THE CONDITIONS OF CONTRACT

—
The Contractor shall submit a program for the Works within **14 days** of delivery of letter of acceptance

—
The Site Possession Date shall be __ **AS AGREED WITH THE PROJECT MANAGER** _____

The Site is located at __ **MOI TEACHING AND REFFERAL HOSPITAL - ELDORET** _____ and is defined in drawings nos.

—
The Defects Liability Period is _____ **180** _____ days.
Other Contractors, utilities etc, to be engaged by the employer on site include those for the execution of,

1. None

The minimum insurance covers shall be,

1. The minimum cover for insurance of works and of plant and material in respect of the contractors faulty design is **Contractors all risk policy**

2. The minimum cover for loss or damage to Equipment is **NIL**

3. The minimum cover for insurance of other property is **KSH.200,000**

4. The minimum cover for Personal injury or death insurance

- For the contractors employees is **AS PER LAWS APPLICABLE**

- And For other people is **AS PER LAWS APPLICABLE**

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

The amount to be withheld for late submission of an updated program of works is whole certificate

The proportion of payments retained is 10% percent

The limit of payments retained is 5% percent

The price adjustment clause shall not apply

The liquidated damages for the whole of the works is Kshs 50,000 per week or part thereof.

The performance security shall be for the following minimum amounts equivalent as a percentage of the contract price five percent (5%)

The completion period for the works is 16 weeks.

The schedule of basic rates used in pricing by the contractor is as attached (CONTRACTOR TO ATTACH).

Advance payment SHALL NOT be granted

ADD CLAUSE 21.0

21. Alternative Dispute Resolution

- 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.
- The alternative Disputes Resolution shall involve Reconciliation, mediation or Adjudication.

SECTION VI :DRAWINGS

NOTE: 1. The actual Contract Drawings including Site plans should be annexed in a separate booklet.

SECTION V :STANDARD FORMS

List of Standard Forms

(i) Form of Invitation for Tenders

- i. Form of Tender**
- i. Letter of Acceptance**
- i. Form of Agreement**
- i. Form of Tender Security**
- i. Performance Bank Guarantee**

- i. Performance Bond**
- i. Bank Guarantee for Advance Payment**
- (ix) Qualification Information**
- i. 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]*

1. 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.

1. 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.
1. 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.
1. 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.
1. 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
 - i. Form of Tender
 - i. Conditions of Contract Part I
 - i. Conditions of Contract Part II and Appendix to Conditions of Contract
 - i. Specifications
 - i. Drawings
 - i. Priced Bills of Quantities/Priced Schedule of Rates[whichever is applicable]
1. 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.
1. 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...50000..... 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:

- If after tender opening the tenderer withdraws his tender during the
period of tender validity specified in the instructions to tenderers
Or
- 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
 - a. 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]

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 Oblige (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
1. 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

1. 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

- **Individual Tenderers or Individual Members of Joint Ventures**

- 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 _____

- 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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- 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.)			

- 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.)			

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

- 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.

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

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

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

- **Joint Ventures**

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

- The information required in 1.11 above shall be provided for the joint venture.
- Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
- 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;
 - a. 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
 - a. 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;

.....

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

.....

1. Telephone number (s) of tenderer;

.....

1. Telex of tenderer;

.....

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

.....

1. 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*)

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:

1.
2. (i) Full name of Sub-contractor
and address of head office:

i. 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:

-
- i. 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.

- Please acknowledge receipt of this letter of notification signifying your acceptance.
- 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.

- 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

FORM RB 1

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 of20.....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...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of20.....

SIGNED

Board Secretary

PREAMBLES AND PRICING NOTES

- **GENERALLY**

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

- **MANUFACTURERS' NAMES**

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

- **WALLING**

All precast concrete blocks shall be manufactured by the methods and to the sizes specified in the Ministry of Public Works 'specification for metric sized concrete blocks for building 1972'. Walling of 100mm thickness or under shall be reinforced with hoop iron every alternate course.

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

- **CARPENTRY**

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

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

Prices must also include for all nails and fasteners.

- **JOINERY**

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

Where mahogany is specified, this refers to prime grade only. The contractor may with the approval of the Project Manager use either Msharagi or mvuli in lieu of mahogany but such approval will be given only in the case of shortages of the hardwoods specified. Plugging shall be carried out by drikling walling or concrete with masonry drill and filling with propriety plugs of the correct sizes. Cutting with hammer and chisel will not be allowed.

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

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

No joinery shall be fitted / installed without sample approvals.

- **IRONMONGERY**

Ironmongery shall be specified in the bills of quantities or equal and approved.

Prices must include for removing and refixing during and after painting, labelling all keys and for fixing to hardwood, softwood, concrete or blockwork.

Catalogue references given for ironmongery are for purposes of indicating quality and size of item(s). Should the contractor wish to substitute the specified item(s) with others of equal manufacture, he must inform the project manager and obtain approval in writing. No ironmongery shall be fitted / installed without sample approvals.

- **STRUCTURAL STEELWORK**

All structural steelwork shall comply with the ministry of public works structural steelwork specification 1973 and shall be executed by an approved sub-contractor.

- **PLASTERWORK AND OTHER FINISHES**

All finishings shall be as described in these bills of quantities

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

Rates for glazed wall tiling are to include for 12mm cement and sand (1:4) backing unless specified in these bills of quantities

- **GLAZING**

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

Prices for glazing shall include for printing of rebates before placing putty

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

- **PAINTING**

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

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

- **TILES, CEREMICS, PRORCELAIN, GRANITO ETC**

No tiles shall be fitted /installed without sample approvals. No claim shall be allowed on the grounds that the bidder priced an inferior quality.

- **CURTAINS AND COVERS ETC**

The bidder shall be deemed to have priced the best materials for this esteemed office. No curtains and covers shall be fitted / installed without sample approvals.

No claim shall be allowed on the grounds that the bidder priced an inferior quality.

ITEM	DESCRIPTION	KSHS
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ITEM	DESCRIPTION	KSHS
A	<p><u>EMPLOYER</u></p> <p>The employer is THE MINISTRY OF HEALTH</p> <p>The term 'Employer' and 'Government' wherever used in the contract document shall be anonymous.</p>	
B	<p><u>CONTRACTOR</u></p> <p>The term 'Contractor' refers to the person or corporate body whose tender to carry out the works has been accepted by the Employer.</p>	
C	<p><u>PROJECT MANAGER</u></p> <p>The term 'P.M.' wherever used in these Bills of Quantities shall deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorized to represent him on behalf of the Government.</p>	
D	<p><u>ARCHITECT</u></p> <p>The term 'Architect' shall be deemed to mean the 'P.M.' as defined above whose address unless otherwise notified is Ministry of Transport Infrastructure Housing and Urban Development, P.O. Box 30743, Nairobi</p>	
E	<p><u>QUANTITY SURVEYOR</u></p> <p>The term 'Quantity Surveyor' shall be deemed to mean 'The P.M.' as defined above whose address unless otherwise notified is Ministry of Transport Infrastructure Housing and Urban Development, P.O. Box 30743, Nairobi</p>	
F	<p><u>ELECTRICAL ENGINEER</u></p> <p>The term 'Electrical Engineer' shall be deemed to mean 'The P.M.' as defined above whose address unless otherwise notified is Ministry of Transport Infrastructure Housing and Urban Development, P.O. Box 30743, Nairobi</p>	
G	<p><u>MECHANICAL ENGINEER</u></p> <p>The term 'Mechanical Engineer' shall be deemed to mean 'The P.M.' as defined above whose address unless otherwise notified is Ministry of Transport Infrastructure Housing and Urban Development, P.O. Box 30743, Nairobi</p>	
H	<p><u>STRUCTURAL ENGINEER</u></p> <p>The term 'Structural Engineer' shall be deemed to mean 'The P.M.' as defined above whose address unless otherwise notified is Ministry of Transport Infrastructure Housing and Urban Development, P.O. Box 30743, Nairobi</p>	

	Development, P.O. Box 30743, Nairobi	
	Carried to Collection	

PP/2

ITEM	DESCRIPTION	KSHS
A	<p><u>DESCRIPTION OF THE WORKS AND SCOPE OF CONTRACT</u></p> <p>The proposed works consist of Construction of incinerator shed for EAPHLN at Moi Teaching and Referral Hospital – Eldoret. The scope of contract generally comprises the provision of materials, labour, tools, site management and all accessories necessary in the excavations, concrete work, walling, roofing, windows and doors, finishes, fittings and associated electrical installation, mechanical works and civil works</p>	
B	<p><u>LOCATION OF SITE</u></p> <p>The site of the proposed works for Constructon of shed for incinerators is located at Moi Teaching and Referral Hospital – Eldoret. The Contractor is advised to visit to familiarize himself with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained.</p>	
C	<p><u>FORM OF CONTRACT</u></p> <p>The form of contract will be one included in the Republic of Kenya Kenya Standard Tender Document for procurement of works (Building and associated civil engineering, 2006 edition) hereby attached and conditions of Contract involves any expenses distribute them among his rates for the various items in the Bills of Quantities. No claim shall be allowed arising from the Contractors compliance with any of the conditions of the Contract.</p>	
D	<p><u>PERFORMANCE BOND</u></p> <p>The contactor shall find and submit on the Form of Tender the name of one surety who shall be approved bank or approved insurance company and who will be willing to be bound to the employer in an amount of five percent (5%) of the contract amount for the due performance of the contract upto the date of completion as certified by the employer's representative and who</p>	

	will when and if called upon sign a bond to that effect on the Ministry of Roads Public Works and Housing Form no. 118 (without the addition of any limitations) on the day as the contract agreement is signed. In the event of the surety named in the form of tender not being approved by the employer the contractor shall furnish within seven days another surety to the approval of the Government.	
	Carried to Collection	

PP/3

ITEM	DESCRIPTION	KSHS
A	<p><u>METHOD OF MEASUREMENT</u></p> <p>The Bills of quantities have been prepared in accordance with the general principles of the standard Method of Measurement of Building Works of East Africa – Second Edition (Metric) published in January, 1987 by the Architectural Association of Kenya, Chapter of Quality Surveyors.</p>	
B	<p><u>SUFFICIENCY OF TENDER</u></p> <p>The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of the tender for the works and of the rates and prices stated in the priced bills of quantities which rates and prices shall cover all his obligations under the contract and all matter and things necessary for the proper completion and maintenance of the work.</p>	
C	<p><u>BID SECURITY</u></p> <p>The Bidder shall furnish as part of his bid a security of Kshs. 50000/=</p>	

D	<p>The bid security shall at the bidder's option be in form of a certified cheque, standard letter of credit or guarantee from a reputable bank located in Kenya, or reputable insurance company in Kenya. The bid security shall be valid for a period of One Hundred and twenty (120) days from the date of Tender opening.</p>	
E	<p><u>AREA TO BE OCCUPIED BY THE CONTRACTOR</u></p> <p>The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc shall be defined on site by the project manager.</p> <p><u>ADJOINING PROPERTY</u></p> <p>Take all necessary precaution to prevent damage to adjoining property. Any damage occurring must be made good to the satisfaction of the project manager and / or owners of the adjoining property at the contractor's expense.</p>	
	Carried to Collection	

PP/4

ITEM	DESCRIPTION	KSHS
A	<p><u>SANITATION</u></p> <p>The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government / or Local Authorities , Labour Department and the Project Manager.</p>	
B	<p><u>CLAIMS</u></p> <p>It shall be a condition of this contract that upon it becoming reasonably apparent to the contractor that he has incurred losses and / or expenses due to any of the contract conditions or by any other reason whatsoever he shall present such claim or</p>	

C	<p>intent to claim notice to the Project manager within fourteen days after event even giving rise to the claim as first arisen. The claim be submitted within fourteen days thereafter. No claims shall be entertained if the contractor has not complied with conditions.</p> <p><u>PROGRESS CHART</u></p> <p>The Contractor shall provide with two weeks of possession of site and in agreement with the project manager a progress chart for the works including the works of nominated sub-contractors; one copy to be handed to the employer's representative and a further copy to be retained on site. Progress to be recorded and chart to be amended as necessary as the work proceeds.</p>	
	Carried to Collection	

PP/5

ITEM	DESCRIPTION	KSHS
A	<p><u>FIRM PRICE CONTRACT</u></p> <p>This is a Firm Price Contract and therefore the tenderer shall not be reimbursed for any increases in the costs of materials and / or labour in the execution of the works except as provided under the fluctuations clause.</p>	
B		

C	<p><u>PRICING RATES</u></p> <p>The tenderer shall include for all the costs in executing the whole of the works including supply of materials, labour, tools, equipment and site management, replacing damaged items, fixing, taxes, all to comply with the said conditions of contract.</p>	
	<p><u>PAYMENTS</u></p> <p>The tenderer's attention is drawn to the fact that the Employer shall only pay for the work done all in accordance with clause 23 of the conditions of contract agreement. In order to facilitate for this, the contractor is advised to price all the items of the bills of quantities that he deems to have a cost element when executed.</p>	
D	<p><u>URGENCY OF THE WORKS</u></p> <p>The contractor is notified that these works are urgent and should be completed within the period specified in these particular preliminaries. The contractor should allow for any costs he may incur by having to complete the works within the stipulated contract period.</p>	
E	<p><u>SIGN BOARD</u></p> <p>Allow for providing, erecting and maintaining throughout the course of the contract and afterwards clearing away a sign board in accordance with the details to be obtained from the project manager.</p>	
F		
G	<p><u>VIEWING OF DRAWINGS</u></p> <p>Any tenderer interested in viewing the drawings related to this project before submission of the tenders may do so by contacting the project manager.</p> <p><u>USE OF SITE</u></p> <p>Do not use the site for any other purpose other than carrying out the works. Do not permit or display any advertisement without the consent of the project manager.</p>	
	Carried to Collection	

PP/6

ITEM	DESCRIPTION	KSHS
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<p>A</p> <p>B</p> <p>C</p> <p>D</p> <p>E</p>	<p><u>V.A.T DEDUCTIONS</u></p> <p>The tenderer is advised that in accordance with Government Public Notice No. 35&36 dated 11th September, 2003 operational from 1st October, 2003, withholding VAT will be levied against the contract sum by the employer and remitted to the commissioner of VAT through interim certificates. It should however be noted that this is not additional tax but a new mode of payment of VAT any excess payment will be refundable once the contractor has submitted monthly returns to the commissioner of VAT who will do the refunds when satisfied that the VAT regulations have been complied with.</p> <p>NB. VAT SHALL be computed at the Grand Summary page on these bills of quantities.</p> <p><u>PLANT AND LABOUR RETURNS</u></p> <p>The contractor shall prepare and deliver to the P.M. or his representative detailed returns showing the number and category of his supervisors, numbers of several classes of labour and plant employed on the works, together with those of all his sub-contractors.</p> <p><u>TRANSPORT TO AND FROM THE SITE</u></p> <p>The Contractor shall include in his tender a price for the transport of materials, workmen etc to and from the site of the proposed works at such hours and by such routes as are permitted by the competent authorities.</p> <p><u>WATER FOR WORKS</u></p> <p>The contractor shall provide at his own risk and cost all necessary arrangements for clean and fresh water for the works including that required by the sub-contractors on site. He must provide for any temporary plumbing, meter, payment of all water bills, storage facilities and clear away after completion and make good works disturbed.</p> <p>No guarantee is given or implied that sufficient water will be available from the mains and the contractor must make his own arrangements for augmenting this supply at his own cost as necessary. Nominated sub-contractors are to be made liable for the cost of any water used or any installation specially provided for their own use.</p> <p><u>LOCAL REGULATIONS AND BY-LAWS</u></p> <p>The contractor is to comply with all local regulations and by-laws of the local authority including serving of notices, paying of fees including all stamps charges.</p>	
	<p>Carried to Collection</p>	

ITEM	DESCRIPTION	KSHS
A	<p><u>NEMA EIA REGULATION</u></p> <p>The contractor's attention is drawn to Legal notice no. 121 of 2003 on the payment of EIA fees for any construction work, payable to the Authority at a rate 0.01% of the project cost.</p>	
B	<p><u>NATIONAL CONSTRUCTION AUTHORITY (NCA) REGULATIONS</u></p> <p>The contractor's attention is drawn to regulation no. 25 of NCA on the payment of construction levy for any construction work whose construction value exceed five million payable to the Authority at a rate of 0.5% of the project cost.</p>	
C	<p><u>POLICE REGULATIONS</u></p> <p>The contractor shall at all times obey police and traffic regulations including those regarding the loading or uploading of or driving vehicles on the public highways and the contract sum shall be deemed to include for strict compliance therewith.</p>	
D	<p><u>LIGHTING AND POWER FRO THE WORKS</u></p> <p>The contractor shall provide at his own risk and cost the required electricity supply for the works including that required by the sub-contractors and others on site. And pay all fees and obtain all permits in connection therewith. Nominated sub-contractors are to be made liable for the cost of any electrical power used and for any installations provided specifically for their own use.</p>	
E	<p><u>DAILY WORKS</u></p> <p>The project manager may is in his opinion deems it necessary or desirable, order in writing that any additional or substituted work shall be executed on a day work basis. The contractor shall then be paid for such work in accordance with day work rates and percentage additions to be agreed with the project quantity surveyor.</p> <p>The contractor shall furnish to the architect all receipts or vouchers as may be necessary to prove the amounts paid and before ordering materials shall submit to the architect quotations for the same for his approval.</p> <p>In respect of all the works executed on a day work basis the</p>	

	contractor shall during the continuance of such works deliver each day to the project manager a list in duplicate of names, occupation and time of all workmen employed on such work and a statement also in duplicate showing the description and the quantity of all materials and plant used therein or thereof. On copy of each list and statement will, if correct or when agreed, be signed by the PM and returned to the Contractor.	
	Carried to Collection	

PP/8

ITEM	DESCRIPTION	KSHS
A	<p><u>TELEPHONE</u></p> <p>A Telephone will be provided on site by the contractor. He must allow for footing all bills incurred by him and the design team during the entire contract period.</p>	h
B	<p><u>CONTRACTOR'S SUPERINTENDENT / SITE AGENT</u></p> <p>The contractor shall constantly keep on the works a literate English speaking agent or representative, competent and experienced in the kind of work involved who shall give his whole time to the superintendence of the works. Such agent or representative shall receive on behalf of the contractor all directions and instructions from the architect and such</p>	
C	<p>directions shall be deemed to have been given to the contractor in accordance with the conditions of contract.</p> <p><u>LABOUR</u></p> <p>No labour may be housed on site with exception of watchmen. The contractor shall unless the project manager agrees the contractor is to recruit locally all his unskilled labour and as much as possible of his skilled labour.</p>	
D		
E	<p><u>HOARDING</u></p> <p>The contractor shall enclose the site or part of the works under construction</p> <p><u>PROTECTION OF WORKS</u></p> <p>The contractor shall protect or cover up all finished work liable to damage including provision of temporary roofs, gutters, drain, etc. during the progress of the works and until the completion of the works. Any damage occurring to the works, materials, drains,</p>	

F	<p>paths or other works due to weather or want of protection during the progress of the works shall be made good by the contractor at no extra cost.</p> <p><u>CONCRETE CUBE TESTS</u></p> <p>The contractor shall allow for the cost of preparing, delivery and testing of concrete samples required by the Engineers and shall obtain test certificates of concrete test tubes, each cube size 150 x 150 x 150mm or such other size as may be directed by the Engineer</p> <p>A set of 3No. x 50 Tests @ = Kshs.....</p>	
	Carried to Collection	

PP/9

ITEM	DESCRIPTION	KSHS
A	<p><u>PROGRAMME / PROGRESS CHART</u></p> <p>Within seven days of signing the contract, the contractor shall prepare detailed programme / progress chart sheet. If the contractor proposes sectional completion of the works, he must plan this detail including access roads and services and this programme shall be reflected on the chart. Upon letting of the sub contract works, the contractor shall incorporate times and details of each sub contractor's work which information is to be agreed with the sub-contractor concerned and the chart shall be so designed to accommodate this information.</p> <p>At the end of each week, the contractor shall mark on the chart in different colour the actual time taken to complete the respective stages and section of the works. The contractor shall also show upon the chart the anticipated weekly labour strength required, divided into labourers and craftsmen and shall similarly mark up the actual numbers employed.</p> <p>The contractor shall supply approved copies of the chart to the</p>	

B	<p>PM.</p> <p>The contractor shall liaise with the PM, nominated sub-contractors and nominated supplier to ensure that the contract completion date remains unchanged.</p>	
C	<p><u>TARINING LEVY</u></p> <p>The contractor's attention is drawn to legal notice no. 237 of October, 1971 or such subsequent edition as may be current together with the latest amendments if any which requires payment by the contractor of a training levy at the rate of ¼% of the contract sum on all costs arising or resulting therefrom. Proof of payment of this levy will be required.</p> <p><u>VALUE ADDED TAX</u></p> <p>The contractor's attention is drawn to the provisions of the finance bill 1999 which requires payment by the contractor of Value Added Tax (VAT) on construction services rendered. The contractor will include VAT in the summary page of these bills of quantities.</p>	
	Carried to Collection	

PP/10

ITEM	DESCRIPTION	KSHS
A	<p><u>WITHHOLDING TAX CONSULTANCY, AGENCY FEES AND CONTRACTUAL PAYMENTS SECTION 35 (3) (f) (i) (ii)</u></p> <p>The contractor's attention is drawn to the Kenya Revenue Authority KRA , Public and any other amendments thereafter notice notifying the tax paying public that with effect from 1st july, 2000, 2% withholding tax is applicable to all payments made to residents persons in respect of consultancy, agency or contractual payments as follows;</p> <p>i)To individuals recipients without a registered business name or</p>	

B	<p>without a personal identification number PIN if the amount is KSHS. 24000 or more per month</p> <p>ii) the recipient is a person working under a registered business name of having a personal identification number PIN if the amount is kshs, 200,000.00 or more in a month.in this case the payer should advise the commissioner of income tax of payments paid in writing immediately.</p> <p><u>STANDARD LEVY</u></p> <p>The contractor's attention is drawn to legal notice no. 267 of 1990 or such subsequent edition as may be current together with the latest amendments if any which requires payment by all contractor's standards levy at the rate of 1/5% of the ex-factory price in respect of manufacture during this each month subsequent to a ceiling of kshs. 200000 per annum. The tenderer must allow for all cost arising or resulting therefrom. Proof of payment of this levy will be required.</p> <p><u>SAFETY</u></p> <p>The contractor shall comply with all times with the requirements of the factory act cap 514, building construction rules, supplement 18, legal notice no. 40 dated 5th April, 1984 to ensure that safety of his workpeople and authorized visitors to the site is protected at all times. In particular, there shall be proper provision of planked footways and guardrails scaffolding etc protection against falling materials and tools and the site shall be kept tidy and clear of dangerous rubbish. The contractor shall appoint a safety officer as required by the factory act and notify the factory inspector of his name.</p>	
C		
	Carried to Collection	

PP/11

ITEM	DESCRIPTION	KSHS
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<p>A</p> <p>B</p> <p>C</p> <p>D</p>	<p><u>PROTECTIVE CLOTHING</u></p> <p>The contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include inter- alia, safety helmets, gloves, goggles, earmuffs, gum boots, overall etc according to the type of work. The contractor shall ensue that safety helmets are worn by all staff on site at all times.</p> <p><u>PROPRIETARY MATERIALS</u></p> <p>Where proprietary materials are specified herein after, the contractor may propose the use of materials of other manufacture but of equal quality for approval by the PM. All materials and goods where specified to be obtained from a particular manufacturer or supplier are to be used in accordance with their instructions.</p> <p><u>STANDARD FORMS</u></p> <p>Any tender with standard forms not filled as appropriate will be treated as non-responsive.</p> <p><u>TENDER VALIDITY</u></p> <p>Clause 3.6 of the instructions to tenderers has been amended to read. Tenders shall remain valid for a period of one hundred and twenty days (120) from the date of tender opening.</p>	
	<p>Carried to Collection</p>	

ITEM	DESCRIPTION	KSHS
	<p><u>PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT</u></p> <p>The following are the insertions to be made in the appendix to the contract agreement:-</p> <p>Period of final measurement : 3 months from practical completion</p> <p>Defects liability period: 6 months from practical completion</p> <p>Date of possession: To be agreed with the project manager</p> <p>Date for completion: 3 months from possession</p> <p>Liquidated and ascertained: At the rate of 50000 per week or part Thereof</p> <p>Period of interim certificates: monthly</p> <p>Period of Honouring certificates: 30 days</p> <p>Percentage of certificate value retained: 10%</p> <p>Limit of retention fund: 5%</p>	
	Carried to Collection	

ITEM	DESCRIPTION	KSHS
	<u>COLLECTION</u> Brought Forward from PP/1 Brought Forward from PP/2 Brought Forward from PP/3 Brought Forward from PP/4 Brought Forward from PP/5 Brought Forward from PP/6 Brought Forward from PP/7 Brought Forward from PP/8 Brought Forward from PP/9 Brought Forward from PP/10 Brought Forward from PP/11 Brought Forward from PP/12 Brought Forward from PP/13	
	PARTICULAR PRELIMINARIES TOTAL CARRIED TO GRAND SUMMARY	

[illegible]

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ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>PRIME COSTS & PROVISIONAL SUMS</u>				
	<u>PRIME COSTS</u>				
A	Allow a prime cost sum of Kenya shillings two hundred fifty thousand		ITEM		250000.00
B	(Kshs. 250000.00) only for Electrical Installation Works			%	
C	Allow for profits				
D	Allow for attendance				
E	Allow a prime cost sum of Kenya shillings five hundred thousand (kshs. 500000) only for mechanical installation works (sanitary fittings, high level water tank , foul drainage, plumbing & draining works)		ITEM		500000.00
F	Allow for profits			%	
	Allow for Attendance				
G	<u>PROVISIONAL SUMS</u>				
	The following provisional sums are to be measured on completion and priced in accordance with the rates contained in these bills of quantities or prorata or deducetd in whole if not required.		ITEM		500000.00
	Allow a provisional sum of Kenya shillings five hundred thousand (kshs. 500000) only for contingencies.				

	TOTAL FOR P.C & PROVSIONAL SUMS CARRIED TO GRAND SUMMARY				
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ITEM	DESCRIPTION	TENDERER'S AMOUNT	OFFICIAL USE ONLY
	Preliminaries Measured Builders works Add 16% VAT PC and Provisional Sums		
	TOTAL CARRIED TO FORM OF TENDER		

Amount of tender in words: Kenya
Shilings.....
.....