



BOMET UNIVERSITY COLLEGE
(A CONSTITUENT COLLEGE OF MOI UNIVERSITY)

St. Michaels Rd
P.O BOX 701-20400
Website: www.buc.ac.ke

OPEN TENDER

TENDER DOCUMENT

FOR

PROPOSED TILE REMEDIAL AND ASSOCIATED WORKS

TENDER NO. BUC/OT/DEV/02/2022-2023

CLOSING DATE: TUESDAY 29TH NOVEMBER, 2022

TIME 10:00AM

GUIDELINES ON PREPARATION OF BID DOCUMENT

In preparing the bid document in response to the tender, bidders are advised to note the following:

1. **Section I – Invitation to Tender.** This section gives guidelines on how and where to seek further clarification pertaining to the tender document; the form and amount of Tender Security required; where and when the tenders should be submitted; and place where tenders will be opened.

2. **Section II – Instruction to Tenderers.** This section guides tenderers basically on how to prepare their bid and how the tendering process will be carried out up-to to the award stage including notification of award to the successful bidder. **“Appendix to Instruction to**

Tenderers” customizes clauses under Section II. Wherever there is a conflict between the provisions of the Instructions to Tenderers under Section II and the provisions of the appendix, the provisions of the appendix prevail.

3. **Evaluation Criteria:** This gives information on how the tender will be evaluated. Tenderers should be able to evaluate their bids before submission to determine in advance whether they meet the requirement of the bid or not. Through the evaluation criteria bidders will be able to note all the required documents that should be attached to the bid document.

TABLE OF CONTENTS

	PAGE
SECTION I	INVITATION TO TENDER 5
SECTION II	INSTRUCTIONS TO TENDERERS 6
	Appendix to Instructions to tenderers..... 12
	Evaluation Criteria 13
SECTION III	CONDITIONS OF CONTRACT..... 16
SECTION IV	APPENDIX TO CONDITIONS OF CONTRACT..... 26
SECTION V	BILL OF QUANTITIES 43
SECTION VI	STANDARD FORMS 52
	6.1 FORM OF TENDER 53
	6.2 CONTRACT AGREEMENT FORM 54
	6.3 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM..... 56
	6.4 TENDER SECURITY FORM 60
	6.5 PERFORMANCE SECURITY FORM 61
	6.6 LETTER ON NOTIFICATION OF AWARD 62
	6.7 FORM RB 1 63
	6.8 DECLARATION FORM 64

SECTION I: INVITATION FOR TENDERS

1. Bomet University College invites eligible building contractors for Provision of works for **Proposed Tile Remedial And Associated Works**
2. Further information as pertains to this tender may be obtained during working hours (Monday to Friday) between 9:00 am and 5:00 pm using the following address: **Procurement Office, Ground Floor, Bomet University College, Bomet, Email: procurement@buc.ac.ke**
3. A complete set of tender document containing detailed information may be downloaded from the website: www.tenders.go.ke **OR Bomet University College website: www.buc.ac.ke at no cost.** Bidders who download the tender document are advised to send their details through Email: procurement@buc.ac.ke or sign a tender register at Bomet University College, Tuition Block Ground Floor.
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 the tender.
5. Tenders must be accompanied by a **Tender Security of 2% of the total sum of tender, valid for 120 days.** Failure to attach the Tender Security will lead to automatic rejection of the tender.
6. Site visit will be on **Tuesday 22nd November, 2022 at 10:00 am (Mandatory)** Ensure you are issued with a site visit Certificate which will be attached to the tender Document when submitting
7. Completed Tender Documents in plain sealed envelopes **marked with the tender number and title** should be deposited in **the Tender Box** located at the **main entrance to the Tuition Block, Bomet University College** OR posted as a registered mail using the **address; Principal, Bomet University College, P. O. Box 701 - 20400, Bomet– Kenya**, to be received on or before **29th November, 2022 at 10:00AM.**
8. Tenders will be opened on **29th November, 2022 at 10:00AM** in the presence of the tenderers representatives who may choose to attend the opening at the **Bomet University College, Boardroom on 2nd Floor.**
9. Bidders are required to serialize all the pages of the bid document submitted including any addendum, appendixes and attachments.

**PRINCIPAL,
BOMET UNIVERSITY COLLEGE.**

SECTION II: INSTRUCTIONS TO TENDERERS

2.1 General

2.1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.

2.1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:

- (a) copies of certificates of registration, and principal place of business;
- (b) total monetary value of construction work performed for each of the last five years;
- (c) experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information on these contracts;
- (d) major items of construction equipment owned;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last three years;
- (g) Authority to seek references from the Tenderer's bankers.

2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.

2.2.2 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged **to visit and examine the Site of the Works** and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.

2.2.3 The procurement entity's employees, committee members, Council members and their relative (spouse and children) are not eligible to participate in the tender.

2.2.4 The price to be charged for the tender document shall not exceed **Kshs. 1,000/=**.

2.2.5 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Tender Documents

2.3.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:

- (a) These instructions to Tenderers
- (b) Form of Tender
- (c) Conditions of Contract and Appendix to Conditions of Contract
- (d) Specifications
- (e) Drawings
- (f) Bills of Quantities/Schedule of Rates (whichever is applicable)

(g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions

2.3.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.

2.3.3 A prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than **seven [7] days** prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

2.3.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.

2.3.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 2.4.9 here below.

2.4 Preparation of Tenders

2.4.1 All documents relating to the tender and any correspondence shall be in English Language.

2.4.2 The tender submitted by the Tenderer shall comprise the following: -

- (a) The Tender;
- (b) Tender Security;
- (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
- (d) Any other materials required to be completed and submitted by Tenderers.

2.4.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.

2.4.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.

2.4.5 The unit rates and prices shall be in Kenya Shillings.

2.4.6 Tenders shall remain valid for a period of **one hundred twenty (120) days** from the date of submission. However, in exceptional circumstances, the Procuring Entity 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.

2.4.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.

2.4.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

2.4.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than **7 days** prior to the deadline for submission of tenders.

2.4.10 The procuring entity shall reply to any clarifications sought by the tenderer within **3 days** of receiving the request to enable the tenderer to make timely submission of its tender.

2.5 Submission of Tenders

2.5.1 The tender duly filled and sealed in an envelope shall; -

(a) be addressed to the Employer at the address provided in the invitation to tender;

[b] bear the name and identification number of the Contract as defined in the invitation to tender; and

[c] provide a warning not to open before the specified time and date for tender opening.

2.5.2 Tenders shall be delivered to the Procuring Entity at the address specified above not later than the time and date specified in the invitation to tender.

2.5.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents. Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.

2.5.4 Any tender received after the deadline for opening tenders will be returned to the tenderer unopened.

2.5.5 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

2.6 Tender Opening and Evaluation

2.6.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.

2.6.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.

2.6.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.

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

- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
- (b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the corrected tender figure shall prevail.
- (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the

Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).

- (e) The Error Correction Factor shall be applied to all Builders' Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
- (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.

2.6.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.6.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.6.7 Where contract price variation is allowed, the variation shall not exceed 25% of the original contract price.

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

2.6.9 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.6.10 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.

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

2.7 Award of Contract

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

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

2.7.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract, documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract, documents called the "Contract Price" 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.

2.7.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer,

within 30 days following the notification of award. Within 21 days of receipt, the successful Tenderer will sign the Agreement and return it to the Employer.

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

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

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

2.7.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.8 Corrupt and fraudulent practices

2.8.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

2.8.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.

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

Appendix to Instructions to Tenderers

The following information for the procurement of works shall complement, supplement, or amend, the provisions on the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instructions to Tenderers Reference	Particulars of Appendix to Instructions to Tenders
2.2.2	Bidders are required to make a site inspection at their own cost to verify the scope of the specified works and take their own measurement so as to submit a comprehensive bid. Arrangement for accessing the site will be made with the Senior Procurement Officer. No claims for lack of information will be entertained after opening of the bids.
2.3.1	No Drawings
2.4.2	Tenderers shall furnish, as part of its tender, a tender security amounting to 2% of the total sum of tender in the form provided in this tender document, valid for 120 days from the date of tender opening.
2.4.3	All prices entered in the Bills of Quantities shall be in Kenya Shillings inclusive of all Government taxes and no claims for lack of understanding or omission in this regard will be accepted after the award of the tender. Therefore, bidders are required to ask for clarifications where and if necessary before submitting their bids. The tender will be a lump sum figure in Kenya shillings, to cover all works. Contingency sum, where stated, will only be utilized on justification by the contractor and approval by the client.
2.4.6	Tender shall remain valid for 120 days after the date of tender opening prescribed in the tender notice.
2.5	Only one “ORIGINAL” tender document will be submitted
2.5.2	The sealed envelopes shall bear the tender number and name in the Invitation to Tender and the words “DO NOT OPEN BEFORE 29th November, 2022 at 10:00 A.M”
2.6.4	In accordance with Section 82 of Public Procurement and Asset Disposal Act (PPADA) 2015 there will be no correction of errors on tender sum as submitted. Thus, the tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be subject of correction, adjustment or amendment in any way.
2.7.5	Performance security shall be 5% of the contract amount and shall be in form of bank guarantee issued by a commercial bank recognized by the Central Bank of Kenya

Clause 2.6: EVALUATION CRITERIA

The received tenders will be evaluated in three stages as detailed below:

1. Stage 1: Compliance with Mandatory Requirements;
2. Stage 2: Compliance with Technical Requirements on Capacity to Deliver the contract
3. Stage 3: The Financial Evaluation (Quoted prices)

Stage 1: Compliance with the Mandatory Requirements (MR)

The following mandatory requirements should be met notwithstanding other requirements in the documents:

NO.	REQUIREMENTS	TENDERERS RESPONSE
M1	Submission of one tender documents securely bound (spiral or book) and no loose documents will be accepted	
M2	All pages must be sequentially serialized by the tenderer as articulated in the PPADA Act 2015 Section 74(i) including and not limited to attachments, etc.	
M3	Provide Tender Security (Bid Bond) of 2% of the total sum of tender in the tform provided in this tender document valid for 120 days	
M4	Tender form duly completed, signed and stamped	
M5	Business questionnaire duly complete, signed and stamped	
M6	Copy of valid tax compliance certificate/exemption certificate (will be confirmed through TTC checker with KRA)	
M7	Copy of certificate of incorporation/evidence of registration whichever is applicable	
M8	Tender security declaration form duly complete, signed and stamped	
M9	A copy of CR12 from registrar of companies (for companies) however for others like sole proprietor, partnership among others shall submit copy of ID's of directors	
M10	Proof of physical address and postal address with mobile number/telephone office number and email address	
M11	Provide a copy of registration by National Construction Authority (NCA) as a General Building Contractor in class 8 and above that is current	
M12	Fill in the declaration and commitment to the code of ethics form at the back of the document	

Bidders shall be required to meet all the Mandatory Requirements to progress to stage 2 of the evaluation on Technical Evaluation on capacity to deliver the contract.

Stage 2: Technical Evaluation (capacity to deliver the contract)

Bidders meeting all the Mandatory Requirements will be subjected to Technical Evaluation on capacity to deliver the contract based on technical parameters given in the table below.

	Evaluation Attribute	Weighting Score	Max Score %
T1	Number of years in the business of general Construction (a copy of certificate of incorporation or registration to be provided for verification).	Each active year will earn 2 marks to a maximum of 5 years	10
T2	Provide a list of at least five clients with references (names and telephone of contact persons) to which the company has done similar work (in construction) each valued at KShs.2,000,000.00 and above in the last 5 years. (MUST provide list of contract with Prices and copies of Completion Certificates and or extracts of signed contracts with the employer).	Each reference client will earn 5 marks to a maximum of 5 clients.	25
T3	Provide a list of at least five Qualified Technical Staff in the company relevant to the building construction industry (e.g. building, electrical, plumbing etc.) who will be actively involved in the project (MUST provide detailed CV accompanied by relevant academic and professional certificates).	Each Qualified Technical Staff will earn 6 marks to a maximum of 5 Qualified Technical Staff	30
T4	Provide list of at least five (5) key equipment owned or leased by the company that will be used in the execution of the works (Key Equipment required: Lorry/Pickup, Scaffolding, ladder, Blow Torches, Hoisting equipment etc). Provide proof of logbook or lease agreement where applicable	Each relevant equipment will earn 2 marks up to a maximum of 10 marks	10
T5	Provide documentary evidence of liquid assets and/or availability of credit facilities of a value of at least Kshs.2 million (Kenya Shillings two Million) . (Attach copies of certified bank statements for the last six months OR letter of credit line from a financial institution registered by Central Bank of Kenya. The documents so provided may be verified for authenticity).	a) 10 marks for liquid assets and/or availability of credit facilities of a value of Kshs.2 million and above b) No mark below <u>Kshs.2Million</u>	10
T6	Audited Financial Statements for the last two consecutive years (2018 & 2019 or 2019 & 2020) certified by a certified auditor. <i>Evaluation shall consider Profitability Ratios and Liquidity Ratios.</i>	c) 5 marks for Profitability margin of above 10%; d) 3 marks for Profitability margin of 5% to 10%. e) No mark for Profitability margin below 5%.	10

		f) 5 marks for Liquidity ratio equal or better than 1:1. g) 3marks for Liquidity ratio between 1:1 and 0.5:1 h) No mark for Liquidity ratio below 0.5:1	
T7	Delivery/completion period.	i. 5 Marks for Shortest period ii. Other period to be prorated	5
	Total		100

Notes:

Profitability

Margin

$$= \text{EBIT} / \text{Gross Revenue/Sales}$$



Current Ratio

$$= \text{Current Assets} / \text{Current Liabilities}$$

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

Stage 3: Financial Evaluation

Tenderers that **score 70% and above** under Technical Evaluation on Capacity to deliver the contract will have their bids subjected to financial evaluation. Financial Evaluation shall involve checking arithmetic errors and completeness of the bill of quantities.

Recommendation of Award

The lowest evaluated bidder will be recommended for consideration of award.

SECTION III: CONDITIONS OF CONTRACT

Table of Clauses

Page

1. DEFINITIONS.....	17
2. CONTRACT DOCUMENTS.....	18
3. EMPLOYER’S REPRESENTATIVE’S DECISIONS.....	19
4. WORKS, LANGUAGE AND LAW OF CONTRACT.....	19
5. SAFETY, TEMPORARY WORKS AND DISCOVERIES.....	19
6. WORK PROGRAM AND SUB-CONTRACTING.....	19
7. THE SITE.....	19
8. INSTRUCTIONS.....	20
9. EXTENSION OF COMPLETION DATE.....	20
10. MANAGEMENT MEETINGS.....	20
11. DEFECTS.....	21
12. BILLS OF QUANTITIES/SCHEDULE OF RATES.....	21
13. VARIATIONS.....	21
14. PAYMENT CERTIFICATES AND FINAL ACCOUNT	22
15. INSURANCES	23
16. LIQUIDATED DAMAGES.....	23
17. COMPLETION AND TAKING OVER.....	23
18. TERMINATION.....	24
19. PAYMENT UPON TERMINATION.....	24
20. CORRUPT GIFTS AND PAYMENTS OF COMMISSION.....	25
21. SETTLEMENT OF DISPUTES.....	25
22. APPENDIX TO CONDITIONS OF CONTRACT	26

SECTION III - CONDITIONS OF CONTRACT (Part I)

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Contract Documents

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

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

3. Employer’s Representative’s Decisions

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

4. Works, Language and Law of Contract

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

4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.

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

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

6. Work Program and Sub-contracting

6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.

6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7 The site

7.1 The Employer shall give possession of all parts of the Site to the Contractor.

7.2 The Contractor shall allow the Employer's Representative and any other person 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.

8 Instructions

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

9 Extension of Completion Date

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

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

Delay by: -

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the

Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or

- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement Employer's

Representative, or

- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are

Contractually obliged to supply or to execute as the case may be, or

(k) Delay in receiving possession of or access to the Site.

10 Management Meetings

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

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

11 Defects

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

11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.

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

12 Bills of Quantities/Schedule of Rates

12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.

12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13 Variations

13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.

13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14 Payment Certificates and Final Account

14.1 The Contractor shall be paid after each of the following stages of Work listed here below (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, to be inserted by the Employer*).
[after Contract execution]
- (ii) First stage (*define stage*) _____
- (iii) Second stage (*define stage*) _____
- (iv) Third stage (*define stage*) _____
- (v) After defects liability period.

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

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

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

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

15. Insurance

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

16. Liquidated Damages

16.1 The Contractor shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

17. Completion and Taking Over

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

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

18. Termination

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

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

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

19. Payment Upon Termination

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

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

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

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to

do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.

- (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21. Settlement of Disputes

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

SECTION IV: APPENDIX TO CONDITIONS OF CONTRACT (Part II)

Condition of Contract Clause	Particulars of Appendix to Condition of Contract
1	<p>THE EMPLOYER IS:</p> <p>Name: Bomet University College</p> <p>Address: P. O. Box 701 – 20400, Bomet</p> <p>Name of Employer’s Representative:</p> <hr/> <p>The Site is located at Bomet University College</p> <hr/> <p>The Site Possession date shall be agreed upon the signing of the contract with the successful bidder.</p> <hr/> <p>The Start Date shall be agreed upon signing of the contract with the successful bidder.</p> <hr/> <p>The Intended Completion Date for the whole of the Works shall be as indicated in the contract.</p> <hr/> <p>The Defects Liability Period is 6 months during which a retention equivalent to 5% of the contract sum will be withheld until all noted defects are cleared.</p>
2	<p>The name (and identification number) of the Contract is Proposed Tile Remedial and Associated Works</p> <p>The Works consist and not limited to General Refurbishments of the Noting counting hall, Electrical works and Partitions etc.</p>
3	<p>The University will expect the highest quality of workmanship. Therefore, workmanship below the expected standards will be replaced at the cost of the Contractor.</p>
4	<p>This is a fixed price quotation and no variations will be entertained after the award of the tender. Bidders are advised to take this into account so as to include all costs and taxes in their bids.</p>
5	<p>There will be no advance payment to the Bidders.</p> <p>Payment for the works will be made on progressive completion. No claim for advance payment will be released</p>
Other Requirements	

Condition of Contract Clause	Particulars of Appendix to Condition of Contract
The Contractor will be required to maintain a high standard of cleanliness and housekeeping at the site. He/she will regularly cart away all debris or unwanted materials from the site and clear the site prior to the date of handover of the completed works.	
No sub-contracting or joint venture allowed in this bid.	

SECTION V (A): SPECIFICATIONS AND BILL OF QUANTITIES

5.0 GENERAL PREAMBLES AND PRICING NOTES (SPECIFICATIONS)

5.1 GENERAL SPECIFICATION

The General Specification is issued to the Contractor with the Bills of Quantities.

All items in the Bills of Quantities shall conform to the full Specification for Similar items in the General Specification.

Where the wording “as described” is included in the Bills of Quantities this wording shall be construed as either an abbreviation of a detailed description for similar items in the General Specification or as a reference to the preambles.

Where detailed descriptions in the Bills of Quantities differ in any respect to similar descriptions in the General Specification then such descriptions in the Bills of Quantities shall be deemed to take precedence.

1. CEMENT MORTAR

Cement mortar shall be composed of Portland cement and sand in 1:4 ratio by volume, measured in specially prepared gauge boxes and thoroughly mixed in an approved mechanical mixer or mixed dry on clean and approved mixing platforms, with added afterward until all parts are completely incorporated and brought to a proper consistency. The use of re-tampering of wholly or partially set mortar will not be allowed.

2. CONCRETE BLOCKS

- (i) Concrete blocks shall be solid, hard, true to size and shape with sharp arises in accordance with B.S 2028 type ‘A’, and approved by the Architect.
- (ii) They shall be obtained from an approved manufacturer or manufactured on site in approved block making machines. The cement aggregate mix used shall be not less than 1:9 by volume and the maximum size of aggregate shall not exceed 12mm.
- (iii) All solid and hollow concrete blocks used in walling must be capable of withstanding a crushing pressure of not less than 2.80 N/mm² after 28 days.
- (iv) The blocks on removal from the machine shall be carefully deposited on edge on racks under sheds erected by the Contractor and left for 3 days during which period they shall be kept constantly wet after which they shall be placed on edge in the open on racks and protected by sacking or other approved covering and kept wet for further 5 days. Thereafter the blocks shall be left in the same position without wetting for a further 20 days.
- (v) No blocks will be allowed to be used in the work until 28 days old and until samples have been taken and approved by the Architect.
- (vi) They shall be laid dry except for the top surface, which shall be wetted immediately before mortar is spread on. After laying no further water shall be applied.
- (vii) The concrete blocks shall be 200mm.high to bond satisfactory with all other walling.

3. STONE WALLING

- (i) The stone for walling shall be sound and hard throughout, free from all defects, and shall be obtained from a quarry approved by the Architect. It shall be chisel dressed into true rectangular blocks, with each surface even and at right angles to all adjoining surfaces.
- (ii) The contractor shall if necessary re-dress the beds of stones on the site to the minimum extent required to obtain uniformity of coursing, and his Tender shall be deemed to include for such re-dressing.

- (iii) Stone block for general walling shall nominally be 200mm. high, 90mm. 140mm or 190mm. thick as required for the works, the maximum permissible variations of any of the foregoing dimensions being 12mm.
- (iv) Stone shall not be less than 400mm. long but a proportion of 20% will be permissible in lengths between 300mm. and 400mm long. Samples shall be submitted to the Architect for approval and when so approved shall become the standard for the works.

4. BEDDING AND JOINTING

The blocks shall be bedded and joined in cement and sand mortar as described with beds and joints not more than 12mm. or less than 6mm. thick, all flushed up and grouted solid as the work proceeds.

5. REINFORCED WALLING

Walls of less than 200mm. thickness shall be reinforced with one of 20-gauge hoop iron 20mm. wide, built into every third course, well lapped at junctions and joints and carried at least 100mm. into abutting walls at intersections.

6. PROTECTION

All walling shall be properly protected while mortar is setting, as the Architect shall direct.

7. SETTING OUT RODS

The contractor shall provide proper setting out rods and set out all work on the same for courses, opening heights, etc., and shall build the walls, piers, etc., to widths, depths and heights indicated on the Drawings. Setting out rods to be gauged to allow an average height of 200mm. for each course.

8. CURING OF WORK

All walls shall be maintained in a damp condition for at least 24 hours after laying. Wall under construction shall be damped by applying water with a brush and no hoisting directly on the wall shall be permitted. When the work ceases on any section of the wall, polythene or Hessian shall be draped over the wall, for at least 24 hours. If Hessian is used it shall be maintained continuously wet.

9. WALL TIES

Wall ties shall be provided to connect walls to steel or concrete columns and beams to connect two unboarded leaves of wall. Wall ties shall be provided at 450mm centres both vertically and 900mm centres horizontally. Wall ties shall be provided at 450 centres both vertically and 900mm centres horizontally. Wall ties shall be staggered when used to connect two leaves of unbounded walls.

10. CARPENTRY

A. ALL TIMBER

Shall be in accordance with the latest approved Grading Rules issued by the Government of Kenya (Legal Notice No.358). Timber for carpentry shall be SECOND (OR SELECT GRADE).

B. GENERALLY

The Contractor as it arrives on the site shall inspect all timber, and any timber brought on the site and not complying with the specification or not approved must be removed forthwith from the site and

only timer as approved shall be used in the works. The Contractor shall upon signing the contract, purchase sufficient supplies of specified hardwood to avoid possible shortage at a later date.

C. SPECIES OF TIMBER

The following timber shall be used: -Standard Common Name Botanical Names

- Podocarpus Podocarpus spp.
- Cypress Cypress
- Cedar Juniperus Procera
- African Mahogany (munyama)
- Khay Anthotheca

D.TOLERANCES IN THICKNESS

Shall conform to the following extracts from the Government of Kenya Grading Rules (or the metric equivalent).

- (i) Hardwood Grading (First and Second Grades)
- (ii) The following tolerances in thickness will be omitted: -
 - (a) 1 ½ mm oversize on pieces up to 25mm in thickness
 - (b) 3mm oversize on pieces over 25mm and up to 50mm in thickness
 - (c) 6mm oversize on piece over 50mm in thickness.
- (iii) Softwood grading: Strength Grades (for Carpentry) first and second
- (iv) Grades. Undersize not allowed. Oversize. All timber to be sawn oversize by 1 ½ mm per 25mm thickness and width. Not more than 3mm in thickness and not more than 6mm in width.
- (v) Softwood Grading Appearance, Grades (for Joinery) First and
- (vi) Second Grades. All as for Strength Grades above. All timber shall be free of live borer beetle or other insect attack when brought upon the site. The contractor shall be responsible up to the end of the maintenance period for executing at this own cost all work necessary to eradicate insect attack of timber which becomes evident including the replacement of timber attack or suspected of being attacked, notwithstanding that the timber concerned may have already been inspected and passed as fit for use.

E. SEASONING OF TIMBER

All timber shall be seasoned to moisture content of not more than 22% for Carpentry.

F. PRESSURE IMPREGNTION TREATMENT

All carpentry timber, sawn joinery and timber groups for fixing shall be treated with pressure impregnated "Celcure" or "tanalith" solution with a minimum net retention of 5.6 Kg of dry salt per cubic meter. If so required "Charge Sheets" issued after treatment with "Celcure" or "Tanalith" shall be submitted by the Contractor to the Architect for his retention. All cut ends and any other cut faces or timbers sawn after treatment shall be treated before fixing with "Celcure" B or "Wolmanol" solution brushed on. The contractor's prices for such timber hereinafter must allow for the above treatment.

G. INSPECTION AND TESTING

The Architect shall be given facilities for inspection of all works in progress whether in workshop or on site. The contractor is to allow for testing or prototypes of special construction and the Architect shall be at liberty to select any samples he may require for the purpose of

testing i.e. for moisture content, or identification, species strength, etc., such test will be carried out by the Forestry Department.

H. CLEARING UP

The contractor is to clear out and destroy or remove all cut ends, shaving and other wood waste from all parts of the building and the site generally, as the work progress and at the conclusion of the work. This is to prevent accidental borer infestation and to discourage termites and decay.

I. WORKMANSHIP

All carpenter's work shall be accurately set out strictly in accordance with the drawings and shall be framed together and securely fixed in the best responsible manner with properly made joints, all brands nails and screws shall be provided as necessary, directed, and approved, the contractor's prices shall allow for all the foregoing. All workmanship shall be of the best quality.

J. DIMENSIONS

Dimensions of timber for carpentry left with sawn faces shall comply with the previous clause specifying tolerance in thickness. Dimensions for wrought members shall be as described in joinery.

K. JOINTING

All timber shall be as long as possible and practicable eliminate joints. Where joints are unavoidable surfaces shall be in contact over the whole area of the joint before fastenings are applied. No nails, screws or bolts are to be fixed in any split. If splitting is likely, or is encountered in the course of the work, holes for nails are to be prebored at diameter not exceeding 4/5th of the diameter of the nails. Client nails must be bent at right angles to the grain. Lead holes are to be bored for all screws. When the use of bolts is specified the holes are to be bored from both sides of the timber and are to be of the diameter D/16 where D is the diameter of the bolt. Nuts must be brought up tight but care is to be taken to avoid crushing of the timber under the washers.

11. JOINERY

A. ALL TIME TIMBER

All timber shall be First (OR PRIME) Grade. Species of timber tolerance shall be as defined under "Carpentry".

B. GENERALLY

All joiner's work shall be accurately set out on boards to full size for the information and guidance of the artisans before commencing the respective works, with all joints iron work and others connected therewith fully delineated. Such setting out must be submitted to the Architect and approved before such respective works are commenced. All joiners' work shall be cut out and framed together as soon after the commencement of the building as is practicable, but not wedged up or glued until the building is ready for fixing same. Any portions that warp, wind or develop shakes or other defects within six months after completion of the works shall be removed and new fixed in their place together with all other work which may be affected thereby all at the contractor's own expense. All work shall be properly mortised, tenoned, housed shouldered, dovetailed, notched, pinned branded, etc., as directed and to the satisfaction of the Architect and all properly glued up with the best quality glue. Joints in joinery must be as specified or detailed,

and so designed and secured as to resist or compensate for any stresses to which they may be subjected. All nails, sprig etc., are to be punched and putted. Loose joints are to be made where provision must be made for shrinkage, glued joints where shrinkage need not be considered and where scaled joints are required. Glued for load bearing joints or where conditions may be guaranteed casein or organic glues may be used. All exposed surfaces of joinery work shall be wrought and all arises “cased off” by planing and sandpapering an approved finish suitable to the specified treatment.

C. INSECT DAMAGE

All timber shall be free of insect damage as defined under “Carpentry”.

D. SEASONING OF TIMBER

All timber shall be seasoned to a moisture content of not more than 15%.

E. DIMENSIONS

3mm reduction of specified sizes will be allowed to each wrought face except where described as finished size in which joinery shall hold up to the full dimensions. The contractor is to note that all joinery timber size nominal unless otherwise stated as finished sizes. The nominal sizes have been calculated in accordance with Standard method of Measurement of Building works for East Africa 1st Edition metric and no regard has been taken of metre sizes of timber at present being sold.

F. FIXING JOINERY

All beads, fillets and small members shall be fixed with round or oval brads or nails well punched in and stopped. All larger members shall be fixed with screws. Brass screw shall be used for fixing of all hardwoods, the heads let in and pelleted over with wood pellets to match the grain.

G. BEDDING FRAMES ETC.

The contractor’s rates must include for bedding frames, sills, etc., in mortar or dressing surfaces of walls, etc. in lieu.

H. PLUGGING CONCRETE AND WALLS

Round wood plugs shall not be used, all work described a plugged shall be fixed with screws to plugs formed by drilling concrete walls, etc., with a proper tool of suitable size at 750mm spacings and filling the holes completely with “Philplug” rawl plastic or Rawlplugs in accordance with the manufacturer’s instructions. Alternatively and where so agreed by the Architect hardwood dovetailed fixing slips dipped in “Wolmanol” or “Celcure” solution and cut and pinned or bedded in cement (1:3) mortar may be used.

I. FIBREBOARD

Shall be 12mm “Celotex” or equal and approved.

J. PLYWOOD

Shall comply with B.S 145S (First Quality “interior type unless otherwise specified).

K. BLOCKBOARD

Shall be laminated board faced both sides with 4mm plywood. Exposed edges shall be lipped with 19mm hardwood and rates shall include for lipping.

L. PLASTIC SHEETING

Shall be "Formica" sheeting 1.5mm thick and securely fixed with approved type waterproof adhesive and in the colours approved by the Architects.

M. CHIPBOARD

Shall be resin bonded and shall comply with BS 2604.

N. PROTECT JOINERY

Any fixed joinery which in the opinion of the Architect is liable to become bruised or damaged in any way, shall be completely cased and protected by the Contractor until the completion of the works.

O. FLUSH DOORS

All flush doors shall be manufactured to the thickness specified and consists of 100mm. Wide fixing all around with horizontal core battens not more than 75mm. Centre pressure impregnated as described and bored with 12mm diameter ventilation holes at 300mm centres. Doors shall have two lock blocks and be faced both sides with 6mm ply and have 25mm mahogany twice rebated lipping all round or otherwise be equal to an approved sample. External flush doors shall be as described above but faced both sides with marine quality plywood; same should be for kitchen and bathroom.

P. PRICES TO INCLUDE

Prices of items hereafter shall included for the foregoing labours, etc., and in addition all prices for linear items are to include all internal and external angles, either mitred or tongued, all fair fitted, stopped, notched or returned ends all similar incidental labours and all the lengths.

Q. BOTTOM EDGES

Bottom edges of doors shall be painted with one coat of approved primer before fixing.

R. IRONMONGERY

All locks ironmongery shall be fixed with screws etc. to match. Before the woodwork is painted, handles shall be removed. Carefully stored and refixed after completion of painting and locks oiled and left in project working order. All keys shall be labelled with the door reference marked on labels before handing to the Architect on completion.

12. IRONMONGERY

A. GENERALLY

All ironmongery shall be fitted and fixed in accordance with the manufacturer's printed instructions. Rates for fixing are to include for all cutting, sinking, boring noticing and fitting in hardwood or softwood and for supplying all necessary and matching screws. All locks shall be provided with a master key system and prices shall include for this. The requirement must be obtained by they contractor before ordering. The keys of all locks shall have labels attached with door reference marked on before handing to the Architect.

B. MOVEABLE PARTS

All locks, springs and other items of ironmongery with moveable parts shall be properly tested, cleaned and adjusted where necessary to ensure proper working order at the completion of the works and left in perfect working order by the Contractor.

C. SAMPLES

- i. Samples of all ironmongery specified shall be submitted to the Architect for approval and the approved samples shall thereafter be regarded as the standard for the work. Ironmongery, which in the opinion of the Architect does not conform to this standard, shall be removed from the site.
- ii. (ii) Alternatively, ironmongery of an equal standard will be acceptable providing samples are submitted to and approved by the Architect before orders for such ironmongery are placed.

METAL WORK

A. ALL MATERIALS

Shall be of the best quality, free from defects. The materials in all stages of transportation, handling and piling shall be kept clean and injury from breaking, bending and distortion prevented.

B. NAILS, SCREWS AND BOLTS

Shall be of the best quality mild steel of lengths and weight approved by the Architect. Nails shall be to B.S. 1202 and bolt to B.S. 916.

C. WORKMANSHIP

All work shall be carried out in the most workmanlike manner and strictly

As directed by the Architect. Welding shall be neatly cleaned off and units shall be prefabricated in the workshop wherever possible, the minimum of site welding being employed. All screwed work shall have full internal and external threads and holes shall have been cleaned off. Counter sinkings must be concentric.

D. NACO LOUVRES

Shall be of steel, aluminium-lacquered, single control type, unless otherwise described, carefully screwed into timber sub-frames or plugged and screwed to walling. Louvers of equal quality of other manufacture may be substituted on approval. Prices shall include for oiling and adjusting and leaving clean and undamaged on completion.

E. MILD STEEL

For burglar bars and reinforcement shall comply with B.S. 19 No. work shall be fabricated until the site dimensions have been checked and no additional claim will be accepted should final dimension differ from these on the drawings. All welds shall be ground smooth and the contractor shall ensure that the metalwork is prepared for painting as described in painting and decorating. The contractor is to ensure that all work is erected plumb and true and be so maintained until properly secured by permanent fixings.

E. PAINTING

All steel is to be wire brushed and any loose scale, dirt or grease shall be removed before any painting is commenced. One coat of red oxide primer type A to B.S 2523 shall be applied at the shop. Any damage to the priming paint shall be made good to the Architect's satisfaction.

F. MATERIALS GENERALLY

(i) MATERIALS

Specified in this section may be applicable to any or all the

13. PAVINGS AND PLASTERWORK A.

GENERALLY.

- i. Prices for paving shall include for preparation of concrete floor and painting with cement grout as described, and any extra thickness consequent upon the floor not being finished to the true levels and also for all temporary rules and for all formwork to stop pavings at openings or edges as required. Prices for tile and similar paving shall include for any pointing to exposed edges.
- ii. Plastering to walls has been measured over concrete columns, lintols, etc., flush with wall face, and prices for plastering shall include for hacking concrete or for raking out joints to form key, and for any necessary rubbing out.
- iii. Prices of superficial items of paving and plastering are to include for narrow widths and small quantities, fair edges and arises, rounded external angles upto 10mm. radius, making good to metal windows or door frames and making good around pipes, holder bats, and other metalwork and for all similar incidental labours unless specifically measured.
- iv. Prices of lineal items are to include for all short lengths, angles, arises, mitres, ends and the like and for all necessary rubbing out.
- v. Prices for floor or wall tiling shall include for all straight cutting and waste, small quantities and narrow widths.

B. CEMENT

Cement shall be described in "Concrete Work".

C. SAND

Sand shall be as described in "Masonry and Blockwork".

D. LIME

Lime and treatment before use shall be as described in "Masonry and Blockwork" except that it shall comply with B.S. 890, Class 'A'.

E. WATERPROOFING COMPOUNDS

All waterproofing compounds are to be to the Architect's approval and used strictly in accordance with the manufacturer's printed directions.

14. PAVING

All materials for paving and plastering must be measured in proper gauge boxes in the proportions specified and mixed on clean wood or iron platforms and turned over at least three times dry until the mix is of a uniform colour. Water shall then be added by means of a rose nozzle and the materials again turned over until the mass is thoroughly mixed with water. Alternatively, mechanical mixing methods may be used to obtain the same result as approved by the Architect.

PREPARATION FOR PAVING AND SCREEDS

As soon as the paving has set sufficiently, it is to be covered with a well wetted layer of sawdust, Hessian or other approved material and this layer is to be kept damp for at least seven days during which period no traffic is to be allowed over paving. When no longer required as a protection to the surface, the materials are to be removed the paving left clean and perfect. All paving shall be laid with joints coinciding with the construction joints in the concrete beds upon which they are laid and the pattern set out accordingly.

SCREEDS TO RECEIVE FLOOR AND WALL FINISHES

There are to be laid true and level, particular care being taken to obtain a perfectly smooth surface to receive P.V.C and similar floor finishings.

CEMENT AND SAND PAVINGS

To be in cement and sand (1:4) and finished perfectly smooth with a steel trowel.

SKIRTINGS

Skirtings to cement paved floors shall be in cement and sand (1:4) to match the paving, with rounded edges and 38 mm radius cove at junction with paving.

15. A. JUNCTION STRIPS

At the junction of differing floor finishing fix in position 3mm x 25mm plastic jointing strips cut to lengths, bedded in and finished flush with pavings. All plastic jointing strip shall be black in colour.

B. FLOOR HARDENER

This shall be cast insitu with screed as specified with three coats of sodium silicate or other equal and approved hardener in accordance with the manufacturer's instructions.

C. P.V.C. FLOORING

Dunlop Vinylex asbestos floor tiles to B.S 3261 of thickness specified and colours selected by the Architect and executed by approved subcontractor. Upon completion the flooring is to receive two coats of approved polish.

16. TILE FLOORING

1. Tiles shall be free from cracks, grazes, spots, chipped edges and corners. Variation in size shall be limited to + 1.5 mm. Thickness shall be as specified in BOQ, but in no case shall they be less than 6 mm.
2. Item shall include for all material, labour, cutting, fixing, grouting, cleaning etc. complete to the satisfaction of the Engineer
3. Tiles shall be laid in accordance to specifications and instructions of manufacturer.

4. Tiles shall be fixed with approved tile adhesive. Spacers to be used to match existing tile pattern.
5. Floor to receive tiles shall be wire brushed cleaned, wetted and mopped. Cement concrete screed of about 28 mm thickness shall be spread over the area uniformly and compacted with 2-3 metre straight edge to achieve dead uniform levels or slopes as required. Surface shall be allowed to harden for 7 days.
6. Tiles shall be fixed by using tile adhesive (cement based) as specified by approved manufacturer about 3-6 mm on floor. Adhesive well combed and tile fixed with twist method to correct position. Tiles shall be positioned by tapping with wooden hammer and level checked with straight edge 2-3 metre long. Joints shall be as specified by tile manufacturer or as thin as possible. Points to be noted prior to start are as under –
 - Layout of the tiles is checked and approved by the Engineer.
 - End cut tiles are more than half.
 - Floor and wall tiles are in the same line.
 - Change of tiles is below the door shutter.
 - Dividing strip is provided if shown in drawing.
7. Joints shall be cleaned thoroughly and grouted with site made grout. White or colour grout shall be prepared by mixing quartz power with colour pigments added to cement as per colour of tiles or as directed by the Engineer. Grout shall be a thick paste and tooled into joints and area of the tile cleaned with a damp cloth. Grouting shall be cured by wet curing for 7 days.

17. GRANOLITHIC AND TERRAZZO PAVING AND WALL FINISHES

(a) GENERALLY

- (i) Construction joints between bays of paving are to be straight and vertical and are to be coincide as far as possible, with those in the concrete under.
- (ii) After spreading and before finally striking to screen levels the pavings etc., are to be lightly tamped each stage of laying operation is to be properly carried out at the optimum degree of stiffness of the mix so that the aggregate remains correctly distributed throughout the pavings etc., and so finished that the surface is true to level, dense, smooth and free of laitance and other defects and blemishes. The use of dry cement or sand to absorb surplus moisture will not be allowed.
- (iii) The thickness of the pavings etc., in these Bills of Quantities include for the combine screed or backing and granolithic or terrazzo finish.
- (iv) All granolithic and terrazzo finishings shall be divided into areas not exceeding 3 square metres with dividing strips as specified.

F. EPOXY FLOOR PAVING:

This shall be 6 mm thick heavy duty Industrial epoxy floor finish with four component epoxy material and colour impregnated to include skirtings, expansion and construction joints, and appropriate seal coat.

(b) SCREED AND BACKING

To be in cement and sand (1:4).

(c) GRANOLITHIC

- i. To be composed by volume of one part of cement, one part of sand and two parts 6mm blacktrap chippings free of dust laid or applied to screeds or backings whilst they are still green.
- ii. Paving shall be 25mm minimum combined thickness comprising 15mm thick cement and sand (1:4) backing and 10mm. thick granolithic.
- iii. Dadoes shall be 20mm minimum combined thickness comprising 12mm thick cement and sand (1:4) backing and 8mm thick granolithic.
- iv. Polished granolithic to be finished with a metal roller and all surplus cement lightly brushed off when surface is sufficiently hard to resist dislodgement of aggregate, when the surface is hard enough it

shall be wet ground, using a machine, until the aggregate is uniformly revealed and then well washed with clean water. Any small voids or holes left in the surface are to be filled with cement grout rubbed down-by hand. Mouldings etc. not accessible to machines are to be hand rubbed and polished with carborundum. After an interval of 1 to 3 days the surface is to be finally machine ground using the fine abrasive.

(d) TERRAZZO

- i. To be composed of one part of "Snowcrete" "Colourcrete" or other
- ii. Equal and approved white or coloured cement to two parts of clean imported marble chippings well washed and free from dust. The marble chipping may vary in colour and from 3mm to 9mm dependent on the effect required and sample areas must be prepared for

Architect's approval.

- iii. Pavings to be 25mm minimum thickness overall. As for granolithic
- iv. preceding.
- v. Polished terrazzo to be finished as granolithic (iv) preceding.

18. PLASTIC DIVIDING STRIP

To be 3mm x 25mm strip set in position before paving is commenced, and embedded straight and true.

19. PLASTERING GENERALLY

- i. All surfaces to be plastered or rendered shall be brushed clean and be well wetted before plaster is applied. All plaster and rendering shall be kept continuously damp for seven days after application. All arises shall be finished true and slightly rounded except where otherwise stated, and shall be run at the same time as the adjoining plaster. No partially or wholly set plaster or rendering will be allowed to be used or re-mixed.
- ii. The contractor shall prepare samples of the plastering and rendering as directed until the quality texture and finish required is obtained and approved by the Architect, after which all plastering executed in the work shall conform to the respective approved samples.
- iii. The contractor shall cut out and make good all cracks, blisters and other defects and leave the whole of the work perfect on completion. When making good defects, the plaster or rendering shall be cut out to a rectangular shape with edges undercut to form dovetailed key, and all finished flush with face of surrounding plaster or rendering.

20. INTERNAL OR EXTERNAL CEMENT AND SAND RENDER

Plaster described as internal cement and sand (1:4) render or external cement and sand (1:4) render shall be executed in two coats and be composed of one part cement to four parts sand. The first coat shall be laid to a uniform surface finished with wood float well scored and allowed to dry out for at least 7 days before applying the finishing coat. The second or finishing coat shall be thoroughly worked and finished hard and true with a steel trowel or wood float as specified hereinafter. The total finished thickness of plaster shall be not less than 12mm thick.

A. INTERNAL GAUGED PLASTER

Plaster described as “Internal gauged plaster in two coats” shall consist of a first or rendering coat composed of one part cement, two parts lime and nine parts sand and a finishing coat composed of one part cement, three parts lime and six parts sand. Application and thickness will be as for last item.

B. GLAZED WALL TILING

- i. Glazed wall tiles shall be 150 x 150 x 6mm thick cushion and tiles with matching fittings, all conforming to B.S 1281 in colours specified by the Architects.
- ii. Tiles are to be bedded in “Richafix” or other equal and approved tile-fixing compound applied strictly in accordance with the manufacturer’s printed instructions.
- iii. Walls are to be dry before tiles are fixed and tiles are not to be soaked in water before use. Tiling is to be set and closely straight jointed with 1.5mm joints. If non-lu tiles are used, cardboard or plastic spacer pieces are to be used to obtain constant joint width. On completion tiling is to be pointed in white or coloured cement and cleaned down.

21. PAINTING

A. GENERALLY

- i. Prices must include for rubbing down with glass paper between successive coats and all cutting in at edge.
- ii. Prices shall include for all work in parti-colours and all cuttings to line.

C. MATERIALS

- i. Paints shall be obtained from M/s Crown Paints or other manufacturers approved by the Architect.
- ii. The materials for all other finishes shall be of the best quality available of approved manufacture.
- iii. Before commencing painting, the Contractor shall submit to the Architect for approval a list of all the brands of paints and finishings including the necessary primers and undercoats he intends to use and immediately upon being so approved, orders shall be placed and total requirements obtained for the works.
- iv. Once approved, no other brand of material shall be used without the express permission of the Architect, in writing.

D. MORDANT SOLUTION

All galvanised metal work to be painted shall first receive a coat of a propriety mordant solution, approved by the Architect as suitable for this purpose.

E. KNOTTING

To be 'Shellack' knotting to B.S 1336.

E. STOPPING

To be composed of linseed oil putty, white lead, red lead and gold size suitable proportioned and mixed.

F. POLYURETHENE

To be "Ron seal" polyurethane or other equal approved by the Architect.

G. WAX POLISH

Wash polish is to be furniture polish of an approved proprietary brand.

H. DELIVERY OF PAINTS TO SITE

- i. All paints etc., shall be delivered on site in the original drums or tins, and shall be mixed and applied strictly in accordance with the manufacturer's printed directions. The only addition which will be allowed to be made will be liquid thinners, driers etc., supplied by the makers for the purpose. No paint, distemper, etc., shall be thinned more than approved by the Architect.
- ii. Paint for external work shall be of the special quality recommended by the manufacturers for external use.

I. GENERAL WORKMANSHIP

- i. The priming, undercoats and finishing coats shall each one be of different tints and the priming and undercoats shall be the correct brands and tints to suit the respective finishing coats, all in accordance with the manufacturer's directions.
- ii. All surfaces must be thoroughly cleaned down previous to painting and decoration work and no external painting may be done in rainy weather. All paint must be thoroughly well worked on and excess of paint in any coat must be avoided.
- iii. All brushes, tools and receptacles are to be kept clean and free from dirt or old paint and are to be thoroughly cleaned each time after use.
- iv. Each coat is to be well brushed into the surface so that every part, including joints, angles etc., is adequately covered, but care is to be taken to avoid excessive or uneven thickness of paint film, particularly at edges and in angles, etc.
- v. Each coat of paint etc. shall be properly dry and shall be well rubbed down with fine sandpaper and be brushed clean before the next coat is applied. The paintwork shall be finished smooth and free from brush marks.

- vi. Where so required or directed, painting shall be in parti-colored and picked out and cut in and the prices shall include for this.
- vii. All ironmongery, metal or plastic plates and electrical outlet plates and fitting and the like shall be removed before painting is commenced, and re-fixed on the completion of the work.
- viii. The Architect will allow no sprays or roller painting unless permission is give.
- ix. The contractor shall so arrange his programmed of work that all other trades are completed and away from the area to be painted when painting begins.

J. SAMPLES AND COLOURS

He Architect will select all colors from the B.S range of colors. Samples and colour cards of all paints, distemper, and materials shall be submitted for approval of the Architect before the same are applied and sample panels shall be executed for the Architect's approval where directed. Such samples when approved shall become the standard for the work.

K. PREPARATION AND PRIMING OF PAINTED SURFACES

(a) PLASTERED AND RENDERED SURFACES

- i. Plastered surfaces are to be perfectly smooth, free from defect and ready for decorations. All such surfaces shall be allowed to dry for a minimum period of four weeks and rubbed down with No.2 grade sandpaper to remove trowel marks stains, etc. After the priming coat, all cracks and imperfections are to be made good with 'Polyfilla' (or a similar approved hard filler), well rubbed down and then touched up with the priming coat.
- ii. Priming for plastic emulsion paint shall be the paint thinned with 25 percent water.
- iii. Priming for oil paint shall be with alkali-resistant primer.
- iv. Priming for plastic emulsion paint shall be the paint thinned with 25 per cent water.
- v. Priming for oil paint shall be with a thin oil primer.

(c) FERROUS METALWORK

- i. All surfaces shall be thoroughly brushed down with wire brushes to remove all scale, rust, etc., and rubbed down with No.2 Grade sandpaper and brushed and left perfectly clean immediately prior to decoration
- ii. Shop-Primed: Surface to receive oil paint shall have all bare places touched up with approved metal zinc chromate primer.
- iii. Unprimed: Surface shall be given one coat of primer as last.
- iv. Galvanised: Surface shall be treated before painting with mordant solution. The surfaces shall then be thoroughly washed down with clean water, allowed to dry and primed as last.

- v. Coated: Surfaces already treated with bituminous solution shall receive an insulating coat of anti-bitumen primer or 'Shellac' knotting.

(d) WOOD SURFACES TO RECEIVE PAINT

- i. The woodwork shall have all knots or resinous parts carefully treated with self-knotting aluminum primer. All cracks, nails, or other holes shall be thoroughly cleaned out and after priming all such cracks etc., are to be filled with matching hard stopping which is to be rubbed down flush with the adjoining surface.
- ii. Priming for oil paint shall be self-knotting aluminum primer.
- iii. The back of all joinery work is to be primed before fixing.

20. PREPARATION, PRIMING ETC., OF CLEAR TREATED WOOD SURFACE

All wood surfaces to receive clear treatment shall be rubbed down to a stain finish with fine sandpaper immediately prior to application.

21. COVERING UP

All floors etc., shall be covered up with dustsheets when executing all painting and decorating work.

22. DELIVER UP CLEAN

Paint splashes, spots and stains, shall be removed from floors, woodwork, etc. Any damaged surfaces shall be toughed up and the whole of the work left clean and perfect upon completion.

5(B) APPENDIX TO GENERAL SPECIFICATIONS OF THE WORKS

The modernization works shall comprise of the following;

1. Floor - replacing the entire floor from PVC to Heavy Duty Epoxy Floor capable of withstand heavily loaded trolleys (moving or stationary) up to two tonnes.
2. Electrical Works including but not limited to the following:
 - a) Provision and Connection of 12 Way PDB for NOTE Examination Hall with a 35mm² flexible cable from the LV board
 - b) Replacing the lights with modern LED lights with fresh wiring on the new PDB
 - c) Provision of additional power points and proper trunking of existing ones including trunking of pipes
3. Partitions, Ceiling and Painting of walls;
4. Provision of Emergency Exit(s) Door (operated by break glass or / modern emergency exit as per OSHA standards)

Specifications for Epoxy Flooring for the Note Examination Room

The scope work is laying of self-levelling epoxy flooring. Providing and laying 4mm thick high-density Epoxy based heavy duty industrial screen flooring and topped with 1mm thick of self-levelling compound to achieve total thickness of 5mm. This system will make a smooth surface and will be used to take load movements on solid casters (moving or stationary) up to two tonnes. The floor also offers resistance to absorb water, oil, and industrial chemicals etc. and very easy to clean. The epoxy flooring will be used with:

- a. High traffic with turning
- b. High impact resistance
- c. Thermal shock resistance
- d. Maximum chemical resistance
- e. Colour pattern & texture variations
- f. And should have maximum durability

The following steps will be generally being followed:

- Removal of the existing PVC tiles
- Surface Preparation
- Epoxy Primer -
- Epoxy Underlay
- Epoxy Polyurethane Self Levelling Coat
- The Epoxy Floor is intended to be heavy duty and capable of supporting and withstanding movement of heavily loaded motorized trolley (moving or stationary) up to two tonnes.
- Bright cream/white colours recommended.
- Bidders are required to submit their technical proposals for designs and works together with their quotations

BILLS OF QUANTITIES FOR PROPOSED TILE REMEDIAL AND ASSOCIATED WORKS (attached)

GRAND TOTAL PAGE

S/N	ITEM DESCRIPTION	TOTAL AMOUNT VAT INCLUSIVE
1.	PROPOSED TILE REMEDIAL WORKS TO THE GREEN TUITION BLOCK	
	TOTAL AMOUNT CARRIED TO FORM OF TENDER	

Total Amount carried to tender form in words

.....

.....

.....

.....

Sign

Date

Official Stamp

STANDARD FORMS

Notes on the standard Forms

- 6.1 **Form of Tender** – The form of Tender completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
- 6.2 **Contract Form** - The contract form shall not be completed by the tenderer at the time of submitting the tender. It shall be completed by the contractor after the award and shall incorporate the accepted contract price.
- 6.3 **Confidential Business Questionnaire Form** – This form must be completed by the tenderer and submitted with the tender documents.
- 6.4 **Tender Security Form** - When required by the tender document the tenderer shall provide the tender security either in the form included hereinafter or in another format acceptable to the procuring entity.
- 6.5 **Performance Security Form** - The performance security form should not be completed by the tenderer at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
- 6.6 **Letter of Notification of Award** - This form should not be completed by the tenderer at the time of submitting the tender.
- 6.7 **Form RB 1** – This form should not be completed by the tenderer at the time of submitting the tender.
- 6.8 **Declaration Form** – This form must be completed by the tenderer at the time of submitting the tender.
- 6.9 **Declaration and Commitment to The Code of Ethics**- This form must be completed by the tenderer at the time of submitting the tender.
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6.1 FORM OF TENDER

Principal,
Bomet University College,
P.O. Box 701 – 20400, Bomet

Dear Madam,

**Bill of Quantities and Particular for Renovation of Administration and Academic Buildings
at Bomet University College BOMET UNIVERSITY COLLEGE Campus**

In accordance with the Instructions to Tenderers and Specifications for the execution of the above works, we, the undersigned offer to undertake the above works (comprising) to the entire satisfaction of the Bank for a total fee of:

Amount of Tender (Fee): Kshs

In words, Kenya Shillings:

.....

1. We acknowledge that the Appendix to the Tender Form forms part of our tender.
2. We undertake, if our tender is accepted, to commence the works as soon as is reasonably possible after the receipt of the Letter of Acceptance.
3. We agree to abide by this tender for a period of 60 days from the date of tender opening and it shall remain binding upon us and may be accepted at any time before the expiry of this period.
4. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest tender or any Tender you may receive

Name of Contractor:

Signature of the first Director

Address.....

Date.....

Signature of the second Director

Address.....

Date.....

Company Seal

6.2: CONTRACT FORM

THIS AGREEMENT, made the _____ day of _____ 20 _____
between _____ of [or who's registered
office is situated at] _____
(Hereinafter called "the Employer") of the one part AND
_____ of [or whose registered
office is situated at] _____
(Hereinafter called "the Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

_____ *(name and identification number of Contract)* (Hereinafter called "the Works") located
at _____ *[Place/location of the Works]* and the Employer has
accepted the tender submitted by the Contractor for the execution and completion of such Works
and the remedying of any defects therein for the Contract Price of
Kshs _____ *[Amount in figures]*, Kenya
Shillings _____ *[Amount in words]*.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
8. 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 _____

6.3 PROFILE OF THE COMPANY (Confidential Business Questionnaire)

(You are advised that it is a serious commission to give false information under this section as it may render your bid being automatically disqualified).

PART I: GENERAL INFORMATION

- a) The questionnaire must be fully and comprehensively completed in all respects.
- b) Information given by the applicant shall be treated in strict confidence.
- c) Any information given and later found to be incorrect shall lead to disqualification of the tenderer.
- d) Deliberately incorrect information leads to disqualification of the application.
- e) Canvassing will lead to automatic disqualification of the applicant.

PART II: BIDDER DETAIL

The purpose of this section is to provide the required background information of the bidder organization.

1)	Provide documentary evidence of the registered name and number of your company and date of Registration.		
	Company Name	Company Registration Number	Registration Date

2)	Give full details of your Bankers.
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PART III: CONTACT PERSON(S) DETAIL

3)	Provide the contact person (s) name(s), addresses, phone numbers etc.	
	Contact Person Name	
	Landline Telephone Number	
	Cellular Telephone Number	
	Facsimile Telephone Number	
	E-mail	
	Postal Address	
	Physical Address	
4)	Please provide evidence of the registered street and postal addresses of the bidding organization.	
	Registered Street Address	Registered Postal Address of your organization
5)	Please provide evidence of current registration with relevant regulatory body within your industry, if any, including ISO reference or proof of the award.	

PART IV: BIDDER ORGANIZATION PROFILE

6)	Who owns your organization? Provide details of the holding company and the main shareholders indicating percentage of shares held.	
7)	What is your organisation's primary business activity? Provide a list with the estimated percentage of revenue earned from each of the primary business activities.	
8)	Provide the location of the service centre (s) that will support the Central Bank of Kenya.	
	Sales Office/Service Centre	Location

PART V: BIDDING ORGANISATION’S CLIENT BASE

The purpose of this section is to get a view of the number and profile of customers that the bidding organization has.

The Bank intends to contact these customers when checking references. You shall be expected to state any objections. If not stated, you shall be deemed to have authorized the Bank to contact these customers.

9)	Please provide reference letters from your three (3) major clients where you have successfully carried out similar or comparable assignment.
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PART VI: BIDDER’S STANDARD CONTRACTS

10)	Describe your approach to contracting and negotiation specifically relating to the availability and use of standard contracts and whether you consider any of the standard contracts or specific clause to be not negotiable.
11)	Provide details of the preferred payment plan if not contained in the standard contract supplied.

PART VII: VERIFICATION OF BUSINESS SUSTAINABILITY

12)	Provide audited financial statements for the last two financial years. The supply of these financial statements will be required for your tender to be considered responsive.
13)	State whether you are currently involved in any litigation or arbitration (or any other legal process which may result in legal or financial liability). If yes, what is the financial exposure as a result of the litigation, arbitration or other legal process and on what basis has this financial exposure been calculated? If yes, what other exposure could result from the litigation, arbitration or other legal process and will this financial or other exposure materially prejudice the bidder’s financial position or its ability to successfully and timorously implement any contract which may be awarded to it pursuant to this Tender?
14)	Have you ever:

Question	Response	
	Yes	No

Forfeited any payment on a contract?		
Been declared in default of a contract?		
Negotiated the premature termination of a contract?		
Had an uncompleted contract assigned to another solution provider?		

PART VII: TECHNICAL SUPPORT & CAPACITY BUILDING

15)	State your policy on technological (maintenance) and operational support including capacity building (training) you offer to your clients.
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PART XIII: CERTIFICATION

<p>I/We do hereby certify that the above information is correct in all respects.</p> <p>FULL NAME:</p> <p>DESIGNATION/POSITION:</p> <p>SIGNATURE:</p> <p>DATE:</p> <p>COMPANY SEAL AND/OR STAMP:</p>

Whereas [*name of Bidder*] (hereinafter called <the tenderer> has submitted its bid dated [*date of submission of bid*] for **Renovation of Administration and Academic Buildings** (hereinafter called <the tender>

KNOW ALL PEOPLE by these presents that WE [*name of bank*] of [*name of country*], having our registered office at [*name of procuring entity*] (hereinafter called <the procuring entity> in the sum of [*state the amount*] for which payment well and truly to be made to the said procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20 _____

THE CONDITIONS of this obligation are: -

1. If the tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Form; or
2. If the tender, having been notified of the acceptance of its tender by the procuring entity during the period of tender validity
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to tenders.

We undertake to pay to the procuring entity up to the above amount upon receipt of its first written demand, without the procuring entity having to substantiate its demand, provided that in its demand the procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the conditions, specifying the occurred condition(s)

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

[Authorized Signatories and official stamp of the Bank]

(Amend accordingly if provided by Insurance Company)

6.5 PERFORMANCE SECURITY FORM

To:

[Name of procuring entity]

WHEREAS *[name of tenderer]*

(Hereinafter called "the tenderer") has undertaken, in pursuance of Contract No.

[reference number of the contract] dated _____ 20 _____ to

supply

[description of works] (Hereinafter called "the Contract")

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for a sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of

[amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil

or argument, any sum of money within the limits of

..... *[Amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 ____

Signature and seal of the Guarantors

_____ *[Name of bank of financial institution]*

_____ *[Address]*

_____ *[Date]*

(Amend accordingly if provided by Insurance Company)

6.6 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

6.7 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

6.8 DECLARATION FORM

Date _____
To _____

The tenderer i.e. (name and address) _____

Declare the following: _____

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Title _____ Signature _____ Date _____

(To be signed by authorized representative and officially stamped)

6.9 DECLARATION AND COMMITMENT TO THE CODE OF ETHICS.

I..... (Person) on behalf of
..... the
..... Business/company or
Firm..... declare that I have read and fully
Understood the contents of the public procurement and disposal Act 2015, regulations
and code of ethics for persons participating in public procurement and Asset disposal and
my responsibilities under the code.

I do hereby commit to abide by the provisions of the code of ethics for persons
participating in the Public Procurement and Asset Disposal.

Name of authorized signatory

.....

Sign Position

.....

Office

Address.....

Telephone

.....

Email.....

.....

Name of the firm/company.....

Date.....

(Company seal/Rubberstamp where applicable) Witness

Name.....

Sign.....

Date.....