



**TENDER NO.PU/02/2016-2017:PROPOSED
CONSTRUCTION OF LECTURE THEATRE AND
OFFICES (RE-TENDER)**

OCTOBER 2016

TABLE OF CONTENTS

	<u>PAGE</u>
INTRODUCTION	1
SECTION I: INVITATION TO TENDER	2
SECTION II: INSTRUCTIONS TO TENDERERS	3 - 14
SECTION III: CONDITIONS OF CONTRACT	15- 36
SECTION IV: APPENDIX TO CONDITIONS OF CONTRACT	37 - 39
SECTION V: SPECIFICATIONS	40 - 41
SECTION VI: DRAWINGS	42
SECTION VII: BILLS OF QUANTITIES	43 - 46
SECTION VIII: STANDARD FORMS	47 - 66

SECTION I

INVITATION FOR TENDER

Tender Reference No. Tender No.PU/02/2016-2017

Tender Name: Proposed Construction of Lecture Theatres and Offices

- 1.1 Pwani University invites sealed tenders from eligible contractors for Main Builders Works and Specialist works Sub-Contracts for the Proposed Construction of Lecture Theatres and Offices.
- 1.2 Interested eligible candidates may obtain further information and inspect the tender documents at the Procurement Office, Pwani University, Kilifi in the Old Administration Block, 1st Floor during normal working hours or download the document and detailed advert from the University's website (www.pu.ac.ke/tenders) or <http://supplier.treasury.go.ke/tenders> free of charge. Those who choose to have hard copies will pay KES.1,000.00 per set of documents in cash or Bankers Cheque.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of KES.1000.00 per set of hard copy documents payable in cash or Bankers Cheque to Pwani University.
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for (150) days from the closing date of tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box located at the University's Old Administration Block or to be addressed to: The Vice Chancellor, Pwani University, P.O Box 195-80108 KILIFI so as to be received **on or before Tuesday 15th November, 2016 at 11:00a.m**
- 1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the University's Boardroom:

Head of Procurement

For: Vice Chancellor – Pwani University

SECTION II

INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS PAGE

CLAUSE		PAGE
1.	General	5
2.	Tender Documents	6 - 7
3.	Preparation of Tenders	7 - 8
4.	Submission of Tenders	10 - 11
5.	Tender Opening and Evaluation	11 - 13
6.	Award of Contract	13 - 14

INSTRUCTIONS TO TENDERERS.

1. **General/Eligibility/Qualifications/Joint venture/Cost of tendering**
 - 1.1 Pwani University as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful tenderer will be expected to complete the Works by the Intended Completion Date specified in the tender documents.
 - 1.2 All tenderers shall provide the Qualification Information, a statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or has not been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by Pwani University to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender.
 - 1.3 All tenderers shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
 - 1.4 In the event that pre-qualification of potential tenderers has been undertaken, only tenders from pre-qualified tenderers will be considered for award of Contract. These qualified tenderers should submit with their tenders any information updating their original pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission.
 - 1.5 Where no pre-qualification of potential tenderers has been done, all tenderers shall include the following information and documents with their tenders , unless otherwise stated:
 - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the tender to commit the tenderer:
 - (b) total monetary value of construction work performed for each of the last five years:
 - (c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;

- (d) major items of construction equipment proposed to carry out the Contract and an undertaking that they will be available for the Contract.
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract.
- (f) reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to seek references from the tenderer's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and
- (j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

1.6 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated:

- (a) the tender shall include all the information listed in clause 1.5 above for each joint venture partner;
- (b) the tender shall be signed so as to be legally binding on all partners;
- (c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (d) one of the partners will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

1.7 To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria;

- (a) annual volume of construction work of at least 2.5 times the estimated annual cash flow for the Contract;
 - (b) experience as main contractor in the construction of at least two works of a nature and complexity equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);
 - (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;
 - (d) a Contract manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and
 - (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 4 months of the estimated payment flow under this Contract.
- 1.8 The figures for each of the partners of a joint venture shall be added together to determine the tenderer's compliance with the minimum qualifying criteria of clause 1.7 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.7 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's tender. Subcontractors' experience and resources will not be taken into account in determining the tenderer's compliance with the qualifying criteria, unless otherwise stated.
- 1.9 Each tenderer shall submit only one tender, either individually or as a partner in a joint venture. A tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the tenderer's participation to be disqualified.
- 1.10 The tenderer shall bear all costs associated with the preparation and submission of his tender, and Pwani University will in no case be responsible or liable for those costs.
- 1.11 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.

- 1.12 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.13 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 1.14 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2. Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 2.4.
 - (a) These Instructions to Tenderers
 - (b) Form of Tender and Qualification Information
 - (c) Conditions of Contract
 - (d) Appendix to Conditions of Contract
 - (e) Specifications
 - (f) Drawings
 - (g) Bills of Quantities
 - (h) Forms of Securities
- 2.2 The tenderer shall examine all Instructions, Forms to be filled and Specifications in the tender documents. Failure to furnish all information required by the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderer's risk and may result in rejection of his tender.
- 2.3 A prospective tenderer making an inquiry relating to the tender documents may notify Pwani University in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. Pwani University will only respond to requests for clarification received earlier than seven days prior to the deadline for submission of tenders. Copies of Pwani University's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, Pwani University 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 Pwani University.

- 2.5 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, Pwani University shall extend, as necessary, the deadline for submission of tenders, in accordance with Clause 4.2 here below.

3. **Preparation of Tenders**

- 3.1 All documents relating to the tender and any correspondence shall be in English language.
- 3.2 The tender submitted by the tenderer shall comprise the following:
- (a) These Instructions to Tenderers, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications;
 - (b) Tender Security;
 - (c) Priced Bill of Quantities ;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited; and
 - (f) Any other materials required to be completed and submitted by the tenderers.
- 3.3 The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause relevant to the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the tenderer.
- 3.4 The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of sixty (150) days from the date of submission. However in exceptional circumstances, Pwani University 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. A tenderer may refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with Clause 3.7 - 3.11 in all respects.
- 3.7 The tenderer shall furnish, as part of the tender, a Tender Security in the amount and form specified in the appendix to invitation to tenderers. This shall be in the amount not exceeding 2 percent of the tender price
- 3.8 The format of the Tender Security should be in accordance with the form of Tender Security included in Section G - Standard forms or any other form acceptable to Pwani University . Tender Security shall be valid for 30 days beyond the validity of the tender.
- 3.9 Any tender not accompanied by an acceptable Tender Security shall be rejected. The Tender Security of a joint venture must define as "Tenderer" all joint venture partners and list them in the following manner: a joint venture consisting of".....",".....",and "....." .
- 3.10 The Tender Securities of unsuccessful tenderers will be returned within 28 days of the end of the tender validity period specified in Clause 3.6.
- 3.11 The Tender Security of the successful tenderer will be discharged when the tenderer has signed the Contract Agreement and furnished the required Performance Security.
- 3.12 The Tender Security may be forfeited
- (a) if the tenderer withdraws the tender after tender opening during the period of tender validity;
 - (b) if the tenderer does not accept the correction of the tender price, pursuant to Clause 5.7;
 - (c) in the case of a successful tenderer, if the tenderer fails within the specified time limit to
 - (i) sign the Agreement, or
 - (ii) Furnish the required Performance Security.
- 3.13 Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as

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

- 3.14 The tenderer shall prepare one original of the documents comprising the tender documents as described in Clause 3.2 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked "ORIGINAL". In addition, the tenderer shall submit copies of the tender, in the number specified in the invitation to tender, and clearly marked as "COPIES". In the event of discrepancy between them, the original shall prevail.
- 3.15 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer, pursuant to Clause 1.5 (a) or 1.6 (b), as the case may be. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.16 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.17 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.
- 3.18 The tender security shall be in the amount of **2 per cent** of the tender price.

4. **Submission of Tenders**

- 4.1 The tenderer shall seal the original and all copies of the tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as "**ORIGINAL**" and "**COPIES**" as appropriate. The inner and outer envelopes shall:
 - (a) be addressed to Pwani University at the address provided in the invitation to tender;

- (b) bear the name and identification number of the Contract as defined in the invitation to tender; and
 - (c) Provide a warning not to open before the specified time and date for tender opening.
- 4.2 Tenders shall be delivered to Pwani University at the address specified above not later than the time and date specified in the invitation to tender. However, Pwani University 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 Pwani University and the tenderers previously subject to the original deadline will then be subject to the new deadline.
- 4.3 Any tender received after the deadline prescribed in clause 4.2 will be returned to the tenderer un-opened.
- 4.4 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 4.2. Each tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 3.13 and 4.1, with the outer and inner envelopes additionally marked "MODIFICATION" and "WITHDRAWAL", as appropriate. No tender may be modified after the deadline for submission of tenders.
- 4.5 Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended pursuant to Clause 3.6 may result in the forfeiture of the Tender Security pursuant to Clause 3.11.
- 4.6 Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with Clause 4.4 or be included in the original tender submission.

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened by Pwani University, including modifications made pursuant to Clause 4.4, in the presence of the tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender. Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenderers' and Employer's representatives who are present during the opening shall sign a register evidencing their attendance.
- 5.2 The tenderers' names, the tender prices, the total amount of each tender and of any alternative tender (if alternatives have been requested or permitted), any discounts, tender modifications and

withdrawals, the presence or absence of Tender Security, and such other details as may be considered appropriate, will be announced by Pwani University at the opening. Minutes of the tender opening, including the information disclosed to those present will be prepared by Pwani University.

- 5.3 Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of Contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence Pwani University's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 To assist in the examination, evaluation, and comparison of tenders, Pwani University at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with Clause 5.7.
- 5.5 Prior to the detailed evaluation of tenders, Pwani University will determine whether each tender (a) meets the eligibility criteria defined in Clause 1.7;(b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, Pwani University's rights or the tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.
- 5.6 If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 5.7 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 Pwani University, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.
- (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected Builder's Work (i.e. Corrected tender sum less P.C. and Provisional Sums)
- (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
- (f) the amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.11.

5.8 Pwani University will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 5.5.

5.9 In evaluating the tenders, Pwani University will determine for each tender the evaluated tender price by adjusting the tender price as follows:

- (a) making any correction for errors pursuant to clause 5.7;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Dayworks where priced competitively.
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with clause 3.12; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with clause 4.6

- 5.10 Pwani University reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for Pwani University will not be taken into account in tender evaluation.
- 5.11 The tenderer shall not influence Pwani University 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 Pwani University or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.
- 5.12 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to an Non-indigenous sub-contractor

6. Award of Contract

- 6.1 Subject to Clause 6.2, the award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be (a) eligible in accordance with the provision of Clauses 1.2, and (b) qualified in accordance with the provisions of clause 1.7 and 1.8.
- 6.2 Notwithstanding clause 6.1 above, Pwani University reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.
- 6.3 The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum (hereinafter and in all Contract documents called the "Contract Price") that Pwani University will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. At the same time the other tenderers shall be informed that their tenders have not been successful.

The contract shall be formed on the parties signing the contract.

- 6.4 The Agreement will incorporate all agreements between Pwani University and the successful tenderer. Within 14 days of receipt the successful tenderer will sign the Agreement and return it to Pwani University.
- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to Pwani University a Performance Security in the amount stipulated in the Appendix to Conditions of Contract and in the form stipulated in the Tender documents. The Performance Security shall be in the amount and specified form
- 6.6 Failure of the successful tenderer to comply with the requirements of clause 6.5 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.
- 6.7 Upon the furnishing by the successful tenderer of the Performance Security, Pwani University will promptly notify the other tenderers that their tenders have been unsuccessful.
- 6.8 Preference where allowed in the evaluation of tenders shall not be allowed for contracts not exceeding one year (12 months)
- 6.9 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 6.10 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 6.11 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 6.12 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 6.13 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.
- 6.14 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.15 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.
- 6.16 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in

future public procurement.

7. **Corrupt and Fraudulent practices**

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

SECTION III CONDITIONS OF CONTRACT

Table of Contents

1	Definitions	21
2	Interpretation.....	23
3	Language and Law	17
4	Project Manager's Decisions.....	17
5	Delegation.....	18
6	Communications	18
7	Sub Contracting	18
8	Other Contractors	18
9	Personnel	18
10	Works.....	19
11	Safety and temporary works	19
12	Discoveries	19
13	Work Programme	19 -20
14	Possession of site	20
15	Access to site	20
16	Instructions	20
17	Extension or Acceleration of completion date	20
18	Management Meetings	21
19	Early Warning	21
20	Defects	21 - 22
21	Bills of Quantities	22
22	Variations	22- 23
23	Payment certificates, currency of payments and Advance Payments	23
24	Compensation events	25 - 27
25	Price Adjustment	27 - 29
26	Retention	29
27	Liquidated Damages.....	29
28	Securities	29
29	Day Works	29 - 30

30	Liability and Insurance	30 - 31
31	Completion and taking over	31
32	Final Account	31
33	Termination	31 - 32
34	Payment upon termination	32 - 33
35	Release from performance	33
36	Corrupt gifts and payments of commission	33 - 34
37	Settlement of Disputes	34 - 36

CONDITIONS OF CONTRACT

1. **Definitions**

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

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

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

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

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

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

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

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

“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 Project Manager upon correction of defects by the Contractor.

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

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

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

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

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

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

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

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

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

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

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

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

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

“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 Project Manager which varies the Works.

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

2. Interpretation

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

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

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

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

Immediately after the execution of the Contract, the Project Manager

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

3. Language and Law

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

4 Project Manager's Decisions

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

5 Delegation

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

6 Communications

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

7 Subcontracting

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

8 Other Contractors

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

9 Personnel

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

10 Works

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

11 Safety and Temporary Works

- 11.1 The Contractor shall be responsible for the design of temporary works. However before erecting the same, he shall submit his designs including specifications and drawings to the Project Manager and to any other relevant third parties for their approval. No erection of temporary works shall be done until such approvals are obtained.
- 11.2 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary works and all drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before they can be used.
- 11.3 The Contractor shall be responsible for the safety of all activities on the Site.

12. Discoveries

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

13. Work Program

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

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

14. Possession of Site

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

15. Access to Site

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

16. Instructions

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

17. Extension or Acceleration of Completion Date

- 17.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the Intended Completion

Date without the Contractor taking steps to accelerate the remaining Work, which would cause the Contractor to incur additional cost. The

Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager in writing for a decision upon the effect of a Compensation Event or variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay caused by such failure shall not be considered in assessing the new (extended) Completion Date.

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

18. Management Meetings

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

19. Early Warning

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

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

20. Defects

20.1 The Project Manager shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a defect and to uncover and test

any Work that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor, However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

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

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

21. **Bills Of Quantities**

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

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

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

22. **Variations**

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

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

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

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

- 23.1 The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.
- 23.2 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed, materials delivered on Site, variations and compensation events. Such materials shall become the property of Pwani University once Pwani University has paid the Contractor for their value . Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.
- 23.3 Payments shall be adjusted for deductions for retention. Pwani University shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each

- certificate. If Pwani University makes a late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.
- 23.4 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 23.5 Items of the Works for which no rate or price has been entered in will not be paid for by Pwani University and shall be deemed covered by other rates and prices in the Contract.
- 23.6 The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services Pwani University reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. Pwani University and the Project Manager shall be notified promptly by the Contractor of any changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.
- 23.7 In the event that an advance payment is granted, the following shall apply:-
- a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.
 - b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly

liable guarantee satisfactory to Pwani University in the amount of the advance payment. The guarantee shall be in the same currency as the advance.

- c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

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

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

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

X¹ = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.

X¹¹ = the amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80% but not less than 20%.

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

24. **Compensation Events**

24.1 The following issues shall constitute Compensation Events:

- (a) Pwani University does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.
- (b) Pwani University modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.

- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site investigation reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by Pwani University or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or Pwani University does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The effects on the Contractor of any of Pwani University's risks.
- (j) The Project Manager unreasonably delays issuing a Certificate of Completion.
- (k) Other compensation events described in the Contract or determined by the Project Manager shall apply.

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

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

24.4 The Contractor shall not be entitled to compensation to the extent that Pwani University's interests are adversely affected by the Contractor

not having given early warning or not having co-operated with the Project Manager.

- 24.5 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Appendix to Conditions of Contract.
- 24.6 The Contractor shall give written notice to the Project Manager of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter.

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

25. **Price Adjustment**

- 25.1 The Project Manager shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.
- 25.2 The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provisions in the Contract Bills of Quantities or Specifications) for permanent incorporation in the Works. Unless otherwise stated in the Contract, if at any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Project Manager shall assess the net difference in the cost of such materials. Any amount from time to time so assessed shall be added to or deducted from the Contract Price, as the case may be.
- 25.3 Unless otherwise stated in the Contract, the Contract Price shall be deemed to have been calculated in the manner set out below and in sub-clauses 25.4 and 25.5 and shall be subject to adjustment in the events specified thereunder;
- (i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.

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

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

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

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

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

26. **Retention**

26.1 Pwani University shall retain from each payment due to the Contractor the proportion stated in the Appendix to Conditions of Contract until Completion of the whole of the Works. On Completion

of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the remaining half when the Defects Liability Period has passed and the Project Manager has certified that all defects notified to the Contractor before the end of this period have been corrected.

27. Liquidated Damages

- 27.1 The Contractor shall pay liquidated damages to Pwani University at the rate stated in the Appendix to Conditions of Contract for each day that the actual Completion Date is later than the Intended Completion Date. Pwani University may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not alter the Contractor's liabilities.
- 27.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rate specified in Clause 23.30

28. Securities

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

29. Dayworks

- 29.1 If applicable, the Dayworks rates in the Contractor's tender shall be used for small additional amounts of Work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 29.2 All work to be paid for as Dayworks shall be recorded by the Contractor on Forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the Work being done.
- 29.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

30. **Liability and Insurance**

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

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

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

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

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

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

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

- 30.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.
- 30.5 If the Contractor does not provide any of the policies and certificates required, Pwani University may effect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 30.6 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

31. Completion and taking over

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

32. Final Account

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

33. Termination

- 33.1 Pwani University or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These

fundamental breaches of Contract shall include, but shall not be limited to, the following;

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

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

33.3 Notwithstanding the above, Pwani University may terminate the Contract for convenience.

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

34. Payment Upon Termination

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

34.2 If the Contract is terminated for Pwani University's convenience or because of a fundamental breach of Contract by Pwani University,

the Project Manager shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works.

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

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

35. Release from Performance

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

36. Corrupt gifts and payments of commission

The Contractor shall not;

(a) Offer or give or agree to give to any person in the service of the

Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for Pwani University or for showing or

forbearing to show favour or disfavour to any person in relation to this or any other contract for Pwani University.

- (b) Enter into this or any other contract with Pwani University in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to Pwani University.

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

37. Settlement Of Disputes

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

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

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

37.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this

Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

- 37.3 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 37.4 Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 37.5 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:
 - 37.5.1 The appointment of a replacement Project Manager upon the said person ceasing to act.
 - 37.5.2 Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
 - 37.5.3 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
 - 37.5.4 Any dispute or difference arising in respect of war risks or war damage.
- 37.6 All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless Pwani University and the Contractor agree otherwise in writing.
- 37.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

- 37.8 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 37.9 The award of such Arbitrator shall be final and binding upon the parties.

SECTION IV – APPENDIX TO CONDITIONS OF CONTRACT

The Employer is:

Name:

Address:

Name of Authorised Representative: _

Telephone: _

Email address:

The Project Manager is

Name: _

Address: _

Telephone: _

Email address:

The name (and identification number) of the Contract is:

The Works consist of:

The Start Date shall be

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

The following documents also form part of the Contract:

- Award Letter
- Letter of Acceptance
- Performance Security
- Signed Contract

The Contractor shall submit a revised program for the Works within fourteen (14) days of delivery of the Letter of Acceptance.

The Site Possession Date shall be _____ days

The Site is located at _____ as defined in drawings nos

The Defects Liability period is _____ days.

Other Contractors, utilities etc., to be engaged by Pwani University on the Site
Include those for the execution of;

1. _

2. _

3. _

4. _

The minimum insurance covers shall be;

1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is _

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

3. The minimum for insurance of other property is _

4. The minimum cover for personal injury or death insurance

- For the Contractor's employees is _

- And for other people is _

The following events shall also be Compensation Events:

1. _

2. _

3. _

4. _

The period between Program updates is _____ days.

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

The proportion of payments retained is _ percent.

The Price Adjustment Clause _ (shall/shall not) apply

The liquidated damages for the whole of the Works is Kshs. _ (per day)

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

The Completion Period for the Works is_ [Weeks]

The rate of exchange for calculation of foreign currency payments is

- .

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

Advance Payment _ shall/ shall not be granted.

SECTION V - SPECIFICATIONS



SPECIFICATIONS AND PRICING NOTES



SECTION V

SPECIFICATIONS AND PRICING NOTES

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

A.0 GENERAL ITEMS

A.1 MATERIALS GENERALLY

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

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

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

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

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

B.0 EXCAVATION AND EARTHWORK

B.1 SITE CLEARANCE

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

B.2 NATURE OF THE SOIL

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

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



B.3 FOUNDATION EXCAVATIONS

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

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

B.4 SURPLUS SOIL DISPOSAL

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

B.5 TOP SOIL FOR SPREADING

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

B.6 FILLING UNDER SURFACE BEDS IN BUILDINGS

i) MURRAM FILLING

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

ii) HARDCORE FILLING

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



B.7 ANTI-TERMITE TREATMENT

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

B.8 POLYTHENE SHEETING

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

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

B.9 EXISTING SERVICES

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

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

B.10 PROTECTION

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

C.0 CONCRETE WORK

C.1 CODES OF PRACTICE

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

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



C.2 SUPERVISION

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

C.3 CEMENT

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

C.4 AGGREGATE

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

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

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

C.5 WATER

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

C.6 QUALITY CONTROL AT WORKS STAGE

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

C.7 CEMENT

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



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

Class of concrete	15	10
Nominal mix by volume	1:3:6	1:4:8
Cubic metres of coarse aggregate per 50kg bag of cement	0.12	0.16
Cubic metres of coarse aggregate per 50kg bag of cement	0.24	0.32

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

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

C.8 CONSTRUCTION JOINTS

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

C.9 FAULTY CONCRETE

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

C.10 STEEL REINFORCEMENT

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

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

C.11 FABRIC REINFORCEMENT

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



C.12 FIXING STEEL REINFORCEMENT

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

C.13 FORMWORK

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

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

WALLING

D.0 MATERIALS

D.1 CEMENT

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

D.2 LIME

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

D.3 SAND

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

D.4 WATER

Shall be as described in Concrete work.

D.5 STONE

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



D.6 REINFORCED WALLS

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

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

D.7 WALL TIES

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

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

D.8 FAIR FACE

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

D.9 POINTING

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

GLAZING

E.0 MATERIALS

E.1 GENERAL

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

E.2 STANDARDS

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

E.3. CLEAR SHEET GLASS ETC.

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



METALWORK

F.0 MATERIALS

F.1 GENERALLY

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

F.2 MILD STEEL

Mild steel shall comply with B.S. 15.

F.3 HOLLOW SECTION TUBING

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

F.4 BOLTS, NUTS AND WASHERS

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

F.5 GALVANIZED SHEET STEEL

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

F.7 STEEL GRILLES

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

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

WORKMANSHIP

F.8 WELDING

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



F.9 PAINTING

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

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

F.10 FIXING OF STEEL GRILLES

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

FLOOR, WALL AND CEILING FINISHING

G.0 PLASTERWORK

G.1 GENERALLY

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

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

G.2 CEMENT

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

G.3 LIME

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

G.4 SANDS

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

G.5 WATER

Water shall be clean and kept free from all impurities.

G.6 MIXING OF MATERIALS

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



G.7 PERIOD BETWEEN COATS

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

G.8 SURFACES OF BEDS AND BACKINGS

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

G.9 PREPARATION OF SURFACES

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

PAINTING AND DECORATING

H.0 MATERIALS

H.1 COLOUR RANGE

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

H.2 APPROVAL OF BRANDS

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

H.3 QUALITY OF PRODUCTS

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

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

H.5 SAME MAKERS' MATERIALS USED FOR COATING

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



H.8 REMEDYING DEFECTS DUE TO DEFECTIVE MATERIALS

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

H.15 BLACK BITUMINOUS PAINT

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

H.20 PRIMER FOR IRON AND STEELWORK

Primer for iron and steelwork shall be:-

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

H.25 PRIMER FOR WOODWORK

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

H.26 OIL PAINTS

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

H.27 POLYURETHANE LACQUER

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

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

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

H.35 IRON AND STEEL

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



H.37 HARDWOOD

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

H.38 FIBREBOARD

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

H.39 PLYWOOD

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

H.40 WOODWORK TO BE PAINTED

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

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

H.41 WOODWORK TO RECEIVE CLEAR FINISH

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

WORKMANSHIP

H.42 STANDARD OF WORKMANSHIP

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

H.43 STIRRING OF MATERIALS

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



H.44 MANUFACTURER'S INSTRUCTIONS

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

H.45 BRUSH WORK

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

SECTION VI - DRAWINGS

- Note 1. A list of drawings should be inserted here
2. The actual drawings including Site plans should be annexed in a separate booklet.

**SECTION VII - BILL OF
QUANTITIES**

PARTICULAR PRELIMINARIES

**(IMPORTANT NOTE: The Contractor is advised to
carefully read and understand all particular preliminaries)**

[illegible]

[illegible]



ITEM	DESCRIPTION	AMOUNT (KSHS)
A	SECURITY	
A1	The Contractor shall provide adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.	
B	URGENCY OF THE WORKS	
B1	The Contractor is notified that these “ works are urgent ” and should be completed within the period stated in these particular preliminaries.	
B2	The Contractor should allow for any costs he may incur by having to complete the works within the stipulated contract period.	
C	PAYMENT FOR MATERIALS ON SITE	
C1	All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the University Architect. This is to include materials of the Contractor, nominated Sub-Contractors and nominated Suppliers.	
D	SIGN BOARD	
D1	Allow for providing, erecting and maintaining throughout the course of the contract and afterwards clearing away a sign board in accordance with the Ministry of Roads and Public Works standard detail to be obtained from the University Architect.	
E	PRICING OF PRELIMINARIES	
E1	The Tenderer is required to price items covered in the preliminaries as items for which no price is entered will not be paid for but shall be deemed covered by other rates and prices in these bills of quantities.	
F	ADJOINING PROPERTY	
F1	The Contractor shall take all necessary precautions to prevent damage to adjoining property. Any damage occurring must be made good to the satisfaction of the University Architect and/or owner(s) of the adjoining property at the Contractor's expense.	
G	USE OF SITE	
G1	Do not use the site for any other purpose other than carrying out the works.	
G2	Do not permit or display any advertisement without the consent of the University Architect.	
	TOTAL C/F TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT (KSHS)
A	QUALITY OF THE WORKS	
A1	The works should be of high quality and the Contractor will be required to make samples for the work to be executed for approval by the University Architect before he/she commences the carrying out of the works. The Contractor should allow for sample works in his rates accordingly. In case a sample does not meet the standards set by the University Architect, the Contractor shall be expected to make other sample at his cost until it is approved by the University Architect.	
B	BID SECURITY	
B1	The Bidder shall furnish, as part of his bid, a security as specified in the tender advertisement.	
B2	The bid security shall, at the Bidder's option, be in the form of a certified cheque, bank draft, standby letter of credit or guarantee from a reputable bank located in Kenya or foreign bank which has been determined by the bidder to be acceptable to Pwani University. The format of the bank guarantee shall be in accordance with the sample forms of bid security included in the post qualification forms, other formats may be permitted, subject to the prior approval of Pwani University.	
B3	Letters of credit, bank guarantees issued as surety for the bid shall be valid for a period of One Hundred and Twenty (120) days from the date of Tender Opening.	
C	TRAINING LEVY	
C1	Legal notice No. 237 of October, 1971 requires payment by the Contractor of a training levy of a quarter percent of the value of the contract where the contract value exceeds Kshs. 50,000/=. The Contractor will be required to furnish the Project Manager with a receipt showing that he has paid the required Training Levy to the Director of Industrial Training. In case the contractor fails to furnish the said receipt the University Architect shall direct Pwani University to make good the said payment directly to the Director of Industrial Training and deduct the same from the monies due to the Contractor in the course of executing the contract.	
D	WATER FOR THE WORKS	
D1	The Contractor is to make his / her arrangement for the provision of water for the works in the course of execution of this contract.	
E	EXISTING SERVICES	
E1	Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he / she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.	
	TOTAL C/F TO COLLECTION	

[illegible]



ITEM	DESCRIPTION	AMOUNT (KSHS)
A	VIEWING OF DRAWINGS	
A1	Any Tenderer interested in viewing the drawings related to this project before submission of the tenders may do so by contacting the University Architect, Pwani University, Kilifi.	
B	STANDARD FORMS	
B1	Any tender with standard forms not filled as appropriate will be treated as non-responsive.	
C	INTERRUPTION OF WORK	
C1	The Contractor is to carry out the works on site where the University is carrying on with its' normal activities. Periodic stoppages of work will be experienced and therefore the Contractor should assess the delays and losses likely to be incurred and price accordingly. No claim in respect of extension of time and losses will be entertained due to any failure by the Contractor.	
D	VALUE ADDED TAX (VAT)	
D1	The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1 st September, 1993 which requires payment of VAT on all contracts. The Contractor shall therefore insert 16% of the Sub Total for the VAT at the grand summary but includes any other Government taxes currently in force in his /her rates.	
D2	Any Tenderer who does not strictly conform to this clause will be adjudged as not responsive and his tender rejected.	
D3	The tenderer is advised that in accordance with Government public notice No. 35 and 36 Dated 11 th September 2003 operational form 1 st October 2003, withholding VAT will be levied against the contract sum by the Pwani University and remitted to the Commissioner of VAT through all interim certificates. It should however be noted that this is not additional tax but a new mode of payment of VAT and any excess payment will be refundable once the Contractor has submitted monthly returns to the Commissioner of VAT who will do the refunds when satisfied that the VAT regulations have been complied with.	
E	TENDER VALIDITY	
E1	"Clause 3.6 if the Instructions to Tenderers have been amended to read: " Tenders shall remain valid for a period of One Hundred and Twenty (120) days from the date of tender Opening, and not Sixty (60) days. All Tenderers are advised to note this amendment when filling the Form of Tender ".	
	TOTAL C/F TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT (KSHS)
	SPECIAL PRELIMINARIES	
A	OTHER PROJECT COMPONENTS	
A1	The Contractor's attention is drawn to the treasury circular No. 5 of 1974, instruction No. 8, which requires the Ministry, Agency or Department responsible for the development project to provide for the cost of the other project components (i.e. equipment, vehicles, allowances etc) NB:- The figures for the special preliminaries form pages PP/7 Items B to I and PP/8 Items A to D must be carried to Preliminaries' Summary and subsequently to Grand Summary failure to which will lead to automatic Disqualification.	
B	NOTES ON DISBURSMENT OF FUNDS	
B1	The funds referred in items C/C1, D/D1 and E/E1 below shall be given to the concerned members of the project management team in advance in every month by the Contractor for the duration of the contract.	
C	MOBILE PHONE AIRTIME FOR PROJECT MANAGEMENT	
C1	Provide mobile airtime worth Kenya shillings one thousand (Kshs.1,000/=) only per calendar month each for the University Architect and Clerk-of-Works for the duration of the contract.	24,000.00
C2	Allow a percentage sum for the contractor's administration cost and profit for the above:	
D	CLERK-OF-WORKS	
D1	Allow a sum of Kenya shilling two hundred & forty thousand (Kshs.240,000/=) only for the Clerk-of-Works expenses to be paid at a rate of kshs.1,000/= per day for a period of 40 No weeks	240,000.00
D2	Allow a percentage sum for the contractor's administration cost and profit for the above:	
E	PROJECT MANAGEMENT	
E1	Allow a sum of Kenya shilling two hundred thousand (Kshs.200,000/=) only for project management expenses and administrative costs to be paid as per the University Architect's Instructions	200,000.00
E2	Allow a percentage sum for the contractor's administration cost and profit for the above:	
E3	Allow a sum of Kenya Shillings two hundred & forty thousand (240,000/=) only for payment of 2No skilled casual personnel at the University Architect's office for the duration of the project at the rate of Kenya Shillings five hundred & twenty (Kshs.520/=) only per day	249,600.00
E4	Allow a percentage sum for the contractor's administration cost and profit for the above:	
F	PURCHASE OF EQUIPMENT	
F1	Provide a sum of Kenya shillings four hundred and forty thousands (Kshs.440,000/=) only for purchase of one HP Designjet T 730 Printer 36inch (A0 size) with stand and two (2) year Hardware warranty.	440,000.00
F2	Allow a percentage sum for the contractor's administration cost and profit for F1 above:	
F3	Provide a sum of Kenya shillings eighty one thousands, two hundred (Kshs.81,200/=) only for purchase of Paper Trimmer A0 size.	81,200.00
F4	Allow a percentage sum for the contractor's administration cost and profit for F3 above:	
F5	Provide a sum of Kenya shillings five thousands, eight hundred (Kshs.5,800/=) only for purchase of UPS 650VA.	5,800.00
F6	Allow a percentage sum for the contractor's administration cost and profit for F5 above:	
	SUB TOTAL C/F	

ITEM	DESCRIPTION	AMOUNT (KSHS)
	SUB TOTAL B/F	1,277,818.00
F7	Provide a sum of Kenya shillings ten thousand (Kshs.2,500/=) only for purchase of 4No plain paper roll A0 size.	10,000.00
F8	Allow a percentage sum for the contractor's administration cost and profit for F7 above:	
F9	Provide a sum of Kenya shillings eleven thousand, one hundred (Kshs.11,1020/=) for purchase of 5No Tracing paper roll A0 size.	11,100.00
F10	Allow a percentage sum for the Contractor's administration cost and profit for F7 above:	
F11	Provide a sum of Kenya shillings fifty eight thousand (Kshs.58,000/=) only for purchase of HP T 730 Ink Cartridge set.	58,000.00
F12	Allow a percentage sum for the Contractor's administration cost and profit for F11 above:	
F13	Provide a sum of Kenya shillings seven hundred thousand (Kshs.700,000/=) only for purchase of an A0 size Diazit Ammonia Printer.	700,000.00
F14	Allow a percentage sum for the Contractor's administration cost and profit for F13 above:	
F15	Provide a sum of Kenya shillings sixteen thousand seven hundred and four (Kshs.16,704/=) only for purchase of Ammonia Paper A0.	16,704.00
F16	Allow a percentage sum for the Contractor's administration cost and profit for F15 above	
F17	Provide a sum of Kenya shillings eight hundred and seventy (Kshs.870/=) for purchase of Ammonia Solution.	870.00
F18	Allow a percentage sum for the Contractor's administration cost and profit for F17 above	
F19	Provide a sum of Kenya shilling fifty thousand (Kshs.50,000/=) only to be used as per University Architect's instructions for purchase of 1No. Camera as per the following specification:- SONY TX DIGITAL CAMERA – 16.2MP (or equivalent model of NIKON), Touch screen model Highlights: Certified water proof, dustproof, shockproof and freeze-proof; Resolution: 16.2-megapixel; lens; 5X optical zoom lens; LCD Screen size: 3.0 inches touch screen. Other features: iAuto, iSweep Panorama Mode and Full HD movie Mode 1080/60i video Exmor R CMOS sensor, Superior Auto	50,000.00
F20	Allow a percentage sum for the Contractor's administration cost and profit for F19 above:	
F21	Provide a sum of Kenya shillings one hundred thousand (Kshs.100,000/=) to be used as per University Architect's instructions for purchase of 1No iPad as per the following specifications: Wi-Fi + Cellular, Memory 64GB, 9.7inch display, Dual-core Apple A5X custom. Wi-Fi (802.11a/b/g/n), Bluetooth technology, built-in 42.5 watt-hour rechargeable lithium-polymer battery	100,000.00
F22	Allow a percentage sum for the Contractor's administration cost and profit for F21 above:	
	TOTAL C/F TO COLLECTION	2,254,392.20

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GENERAL PRELIMINARIES

ITEM	DESCRIPTION	AMOUNT (KSHS)
	BILL No 1: ELEMENT No 2 - GENERAL PRELIMINARIES	
A	PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES	
A1	Prices shall be inserted against items of preliminaries in the Contractor's priced bills of quantities and specifications.	
A2	The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract. Please note that failure to price any item will be construed to mean that the Tenderer has included it in other priced items	
B	ABBREVIATIONS	
B1	<p>Throughout these bills, units of measurement and terms are abbreviated and shall be interpreted as follows:-</p> <p>C.M. shall mean cubic metre</p> <p>S.M. shall mean square metre</p> <p>L.M. shall mean linear metre</p> <p>MM shall mean millimeter</p> <p>Kg. shall mean kilogramme</p> <p>No. shall mean number</p> <p>Prs. shall mean pairs</p> <p>B.S. shall mean the British standard specification published by the British Standards institution, 2 Park street, London, W.I., England.</p> <p>Ditto shall mean the whole of the preceding description except as qualified in the description in which it occurs.</p> <p>m.s. shall mean measured separately.</p> <p>a.b.d shall mean as before described.</p>	
	TOTAL C/F TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT (KSH)
A	EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT	
A1	ATTENDANCE Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:- Attendance on nominated Sub-Contractors shall be given as an item in each case and shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work; clearing away rubbish; unloading checking and hoisting; providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub-Contractors' work and being responsible for the accuracy of the same.	
A2	FIX ONLY "Fix only" shall mean take delivery at nearest railway station (unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.	
B	EMPLOYER	
B1	The "Employer" is PWANI UNIVERSITY The "Employer" and "Pwani Univerwsity" wherever used in the contract document shall be synonymous.	
C	UNIVERSITY ARCHITECT	
C1	The term "University Architect" wherever used in these Bills of Quantities shall be deemed to imply Pwani University Architect as defined in condition 1 of the Conditions of Contract or such person or persons as may be duly authorized to represent him on behalf of Pwani University.	
D	FORM OF CONTRACT	
D1	The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Works (small works) issued by the Public Procurement Oversight Authority in January 2007, included herein The Conditions of Contract are also included.	
C	CONDITIONS OF CONTRACT	
C1	These are numbered from 1 to 37 as set out in pages 19 to 41 of this tender document. Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Section IV of these Bills of Quantities/Tender Document.	
D	BOND	
D1	The Contractor shall find and submit on the Form of Tender the name of one surety who shall be an approved bank and who will be willing to be bound to the Government in an amount equal to Five per cent (5%) of the Contract amount for the due performance of the Contract up to the date of completion as certified by the University Architect and who will when and if called upon, sign a bond to that effect on the relevant standard form included herein (without the addition of any limitations) on the same day as the Contract Agreement is signed. In the event of the surety named in the form of tender not being approved by Pwani University, the Contractor shall furnish within seven days another surety for the approval of Pwani University.	
	TOTAL C/F TO COLLECTION	



ITEM	DESCRIPTION	AMOUNT (KSH)
A	PLANT, TOOLS AND VEHICLES	
A1	Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.	
B	TRANSPORT	
B1	Allow for transport of workmen, materials, etc. to and from the site at such hours and by such routes as may be permitted by the competent authorities.	
C	MATERIALS AND WORKMANSHIP	
C1	All materials and workmanship used in the execution of the works shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.	
D	SIGN FOR MATERIALS SUPPLIES	
D1	The Contractor will be required to sign a receipt for all articles and materials supplied by the University Architect at the time of taking delivery thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the University Architect at the current market prices including customs duty and V.A.T, all at the Contractor's own cost and expense, to the satisfaction of the University Architect.	
E	STORAGE OF MATERIALS	
E1	The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds for the safe storage and custody of materials for the works and for the use of workmen engaged thereon and shall remove such sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the University Architect. Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.	
	TOTAL C/F TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT (KSH)
A	SAMPLES	
A1	<p>The Contractor shall furnish at his own cost any samples of materials or workmanship, including concrete test cubes required for the works that may be called for by the University Architect for his approval. Until such samples are approved by the University Architect the University Architect may reject any materials or workmanship not in his opinion to be up to approved samples. The University Architect shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the University Architect. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Roads, Housing and Public Works.</p> <p>The procedures for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the University Architect. The Contractor shall allow in his tender for such samples and tests except those in connection with nominated Sub-Contractors' work.</p>	
B	GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.	
B1	Allow for complying with all government acts, orders and regulations in connection with the employment of labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provision of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any act, order or regulation relating to insurances, pensions and holidays for workpeople or to the safety, health and welfare of the workplace.	
B2	The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organization of works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.	
C	PUBLIC AND PRIVATE ROADS	
C1	Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the University Architect.	
D	EXISTING PROPERTY	
D1	The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this Contract at his own expense to the satisfaction of the University Architect.	
E	VISIT SITE AND EXAMINE DRAWINGS	
E1	The Contractor is recommended to examine the drawings and visit the site the location of which is described in the particular preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.	
	TOTAL C/F TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT (KSH)
A	ACCESS TO SITE AND TEMPORARY ROADS	
A1	Means of access to the site shall be agreed with the University Architect prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or other means of gaining access to the site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc. and make good and reinstate all works and surfaces disturbed to the satisfaction of the University Architect.	
B	AREA TO BE OCCUPIED BY THE CONTRACTOR	
B1	The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc. shall be defined on site by the University Architect.	
C	OFFICE FOR THE UNIVERSITY ARCHITECT	
C1	The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the site office of the type noted in the particular preliminaries. The Contractor shall also provide all the necessary furniture for the use in the office. He shall provide, erect, maintain a lock-up pedestal type water or bucket closet for the sole use of the University Architect including making temporary connections to the drain where applicable to the satisfaction of the Government Public Officer for Health and pay the services of a cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces.	
C2	The Contractor shall make available on the site as and when required by the University Architect a modern and accurate level together with leveling staff, ranging rods and 50 metre metallic or linen tape.	
D	SANITATION OF THE WORKS	
D1	The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the University Architect.	
E	WATER AND ELECTRICITY SUPPLY FO THE WORKS	
E1	The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required an make good on completion to the entire satisfaction of the University Architect. The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub-Contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.	
	TOTAL C/F TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT (KSH)
A	SUPERVISION AND WORKING HOURS	
A1	The works shall be executed under the direction and to the entire satisfaction in all respects of the University Architect who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and Sub-Contractors or other places where work is being prepared for the Contract. The working hours shall be those generally worked by good employers in the building and civil engineering trades in Kenya. No work shall be carried out at night or on gazette public holidays unless the University Architect shall so direct. No work shall be covered up nor shall any concreting be carried out in the absence of the Clerk-of-Works without prior approval of the University Architect in writing.	
B	PROVISIONAL SUMS	
B1	The term "Provisional Sum" wherever used in these bills of quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement mentioned in condition No. 16 of the Conditions of Contract. Such sums are net and no addition shall be made to them or profit.	
C	PRIME COST (OR P.C) SUMS	
C1	The term "Prime Cost Sum" or "P.C. Sum" whenever used in these Bills of Quantities shall have the meaning stated in Section A item A7 9(ii) of the Standard Method of Measurement mentioned in condition No. 16 of the Conditions of Contract. Persons or firms nominated by the University Architect to execute work or to provide and fix materials or goods as stated in condition No. 20 of the Conditions of Contract are described herein as Nominated Sub-Contractors.	
C2	Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.	
D	PROGRESS CHART	
D1	The Contractor shall provide within two weeks of possession of site and in agreement with the University Architect a progress chart for the whole of the works including the works of Nominated Sub-Contractors; one copy to be handed to the University Architect and a further copy to be retained on site. Progress to be recorded and chart to be amended as necessary as the work proceeds.	
E	ADJUSTMENTS OF P.C SUMS	
E1	In the final account all P.C. Sums shall be deducted and the amount properly expended upon the University Architect's order in respect of each of them added to the contract sum. The Contractor shall produce to the University Architect such quotations, invoices or bills properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them.	
E2	Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bills of Quantities, profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.	
	TOTAL C/F TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT (KSH)
A	ADJUSTMENT OF PROVISIONAL SUMS	
A1	In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the University Architect's order added to the Contract Sum. Such work shall be valued as described for Variations in Conditions No. 13 of the Conditions of Contract, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a nominated supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.	
B	NOMINATED SUB-CONTRACTORS	
B1	When any work is ordered by the University Architect to be executed by Nominated Sub-Contractors, the Contractor shall enter into Sub-Contracts as described in condition No. 8 of the Conditions of Contract and shall thereafter be responsible for such Sub-Contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the Nominated Sub-Contractor's work concerned in the P.C. Sums under the description "add for attendance" which shall include but not limited to chasing, forming holes for pipes and conduits, scaffolding etc.	
C	DIRECT CONTRACTS	
C1	Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum of the priced Bills of Quantities will be adjusted as described for P.C Sums and allowed.	
D	ATTENDANCE UPON OTHER TRADESMEN, ETC.	
D1	The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for the making good after the work of such tradesmen or persons as may be ordered by the University Architect and the work will be measured and paid for the extent executed at rates provided in these Bills.	
E	SECURITY OF THE WORKS	
E1	The Contractor shall be entirely responsible for the security of all the works, stores, materials, plant, personnel, etc., both his own and Sub-Contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.	
	TOTAL C/F TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT (KSH)
A	INSURANCE	
A1	The Contractor shall insure as required in Clause 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the University Architect either by production of an Insurance Policy or/and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the University Architect shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the University Architect's inspection.	
B	PROVISIONAL WORK	
B1	All work described as "Provisional" in these Bills of Quantities is subject to re-measurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the University Architect.	
B2	Immediately the work is ready for measuring, the Contractor shall give notice to the University Architect. If the Contractor makes default in these respects he shall if the University Architect so directs uncover the work to enable all measurement to be taken and afterwards reinstate at his own expense.	
C	ALTERATIONS TO BILLS, PRICING, ETC.	
C1	Any unauthorized alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.	
D	BLASTING OPERATIONS	
D1	Blasting will only be allowed with the express permission of the University Architect in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the University Architect governing the use and storage of explosives.	
	TOTAL C/F TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT (KSH.)
A	MATERIALS ARISING FROM EXCAVATIONS	
A1	Materials of any kind obtained from the excavations shall be the property of the Pwani University. Unless the University Architect directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the University Architect should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.	
B	PROTECTION OF THE WORKS	
B1	Provide protection of the whole of the works contained in the Bills of Quantities, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the University Architect and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the University.	
C	REMOVAL OF RUBBISH ETC.	
C1	Removal of rubbish and debris from the buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.	
D	WORKS TO BE DELIVERED UP CLEAN	
D1	Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the University Architect.	
	TOTAL C/F TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT (KSH)
A	GENERAL SPECIFICATION	
A1	For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads, Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.	
B	TRAINING LEVY	
B1	The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a training Levy at the rate of ¼% of the Contract Sum on all contracts of more than Kshs. 50,000.00 in value.	
C	MATERIALS ON SITE	
C1	All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the University Architect. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.	
D	HOARDING	
D1	Hoarding shall not be required. The Contractor is however required to take all precautions necessary for the safe custody of the works, materials, plants, public and employer's property on the site.	
E	CONTRACTOR'S SUPERINTENDENCE/SITE AGENT	
E1	The Contractor shall constantly keep on the works a literate, English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the University Architect and such direction shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.	
	TOTAL C/F TO COLLECTION	

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BILLS OF QUANTITIES

**PROPOSED CONSTRUCTION OF SCHOOL OF ENVIRONMENTAL
AND EARTH SCIENCES BLOCK**

ITEM	DESCRIPTION OF WORKS	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
2.00.0	ELEMENT No 02: EXCAVATIONS (ALL PROVISIONAL)				
2.10.0	SITE CLEARANCE				
2.10.1	Clear the site by slashing, hacking, grabbing & uprooting grass & shrubs; hack, cut down & uproot trees of girth not exceeding 300mm dump pile as directed on site; fill up and make good depressions, holes and crevices caused by above activities	SM	7,200		
2.20.0	EXCAVATIONS				
2.20.1	Excavate overs site depth not exceeding 150mm from ground level and cart away to tip	SM	3,000		
2.20.2	Excavate trench for strip foundations depth not exceeding 1,500mm from stripped level and dump soils either side of the excavated trench and/or as directed on site	CM	404		
2.20.3	Extra over for excavating trenches for column bases depth not exceeding 1,500mm from stripped level and dump soils either side of the excavated trench and/or as directed on site	CM	180		
2.20.4	Extra over for excavating in rock and dump rock debris either side of the excavated trench and/or as directed on site	CM	146		
2.20.5	Return, fill ram selected , excavated material around foundations	CM	150		
2.20.6	Cart away surplus excavated material as directed on site	CM			
2.20.7	Allow for keeping excavations free from water	1	ITEM		
2.20.8	Provide for planking and strutting sides of excavations to prevent collapse and/or caving in of foundation trenches	1	ITEM		
	TOTAL COST OF EXCAVATIONS C/F TO COLLECTION				

ITEM	DESCRIPTION OF WORKS	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
3.00.0	ELEMENT No 03: CONCRETE WORKS (ALL PROVISIONAL)				
3.10.0	MASS CONCRETE BLINDING				
3.10.1	50mm thick, weak mass concrete blinding mix ratio 1:4:8 cast in-situ in foundation trenches	CM	24		
3.20.0	MASS CONCRETE WORKS In-situ cast mass concrete, mix ratio 1:2:4, mixed and vibrated to approved standards and specifications in:				
3.20.1	300mm thick foundation strips	CM	121		
3.20.2	Extra over for 450mm thick foundation pads, ramps & staircases	CM	61		
3.20.3	450x300mm ground beam	CM	91		
3.20.4	2,300mm height stub column	CM	35		
3.20.5	100mm thick ground floor slab	CM	179		
3.20.6	All floor columns	CM	145		
3.20.7	150mm thick ramp	CM	55		
3.20.8	450x300mm beams	CM	273		
3.20.9	1 st - 2 nd floors & roof hollow-pot slab inclusive of reinforcement & formwork	SM	2,236		
3.20.10	150mm thick staircase slab	CM	23		
	TOTAL COST OF CONCRETE WORKS C/F COLLECTION				
3.30.0	GROUND FLOOR (ALL PROVISIONAL)				
3.30.1	300mm coral stone debris hardcore fill, hand packed, rammed & compacted in layers of 150mm to Structural Engineer's detail	CM	460		
3.30.2	50mm coral stone dust blinding, wet packed and compacted to Structural Engineer's detail	CM	77		
3.30.3	Apply 'Gladiator' anti-termite treatment to blinding and sides of foundation walling	SM	1,800		
3.30.4	Provide and install 500 gauge polythene damp proof membrane (dpm) over blinding	SM	1,531		
3.30.5	Provide and install Fabric Mesh A142 reinforcement to ground floor slab	SM	1,531		
	TOTAL COST OF GROUND WORKS C/F TO COLLECTION				

ITEM	DESCRIPTION OF WORKS	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
4.00.0	ELEMENT No 04: FORMWORK (ALL PROVISIONAL)				
4.10.0	FORMWORK, in seasoned and treated Pinewood oiled and nailed to detail in:				
4.10.1	Strip foundations	SM	337		
4.10.2	Pad foundations	SM	216		
4.10.3	Ground beams	SM	606		
4.10.4	Stub columns	SM	194		
4.10.5	Sides of ground floor slab	SM	30		
4.10.6	All floor columns	SM	908		
4.10.7	Sides & soffits of all upper floor beams	SM	508		
4.10.8	Soffits of ramps	SM	367		
4.10.9	Staircases sides & soffits	SM	126		
	TOTAL COST OF FORMWORK C/F TO COLLECTION				
5.00.0	ELEMENT No 05: REINFORCEMENT (ALL PROVISIONAL)				
	Provide mild steel reinforcement, cut, bent and fastened with binding wire to Structural Engineer's details and specifications in:				
5.10.1	Foundation strips	KG	5,180		
5.10.2	Foundation column pads	KG	7,560		
5.10.3	Stub columns	KG	2,450		
5.10.4	Ground beam	KG	6,370		
5.10.5	All floor columns	KG	10,150		
5.10.6	Upper floor beams	KG	19,110		
5.10.7	Staircases	KG	1,610		
5.10.8	Ramp	KG	3,850		
	TOTAL COST OF REINFORCEMENT C/F TO COLLECTION				
6.00.0	ELEMENT No 06: WALLING (ALL PROVISIONAL)				
	Construct a 200mm thick masonry wall using 2 nd grade machine-cut coral building blocks bonded in cement/sand mortar, mix ratio 1:3, and reinforced with hoop iron after every alternate course in:				
6.10.1	Foundation wall	SM	1,044		
6.10.2	Masonry wall (Internal & External including parapet walling)	SM	1,279		
	TOTAL COST OF WALLING C/F				

ITEM	DESCRIPTION OF WORKS	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
	TOTAL COST OF WALLING B/F				
	Construct a 100mm pre-cast concrete (1:3:6) masonry bonded in cement/sand mortar, mix ratio 1:3, and reinforced with hoop iron after every alternate course in:				
6.10.3	In internal washroom toilet dividers	SM	152		
	Pre-cast concrete (p.c.c.) louvred ventilation blocks, mix ratio 1:3:6				
6.10.4	150mm thick p.c.c. louvre block walling bedded and jointed in cement/sand (1:3) mortar	SM	545		
	2100mm Height Aluminium Framed Partition				
6.10.5	Heavy duty anodized aluminium framed partition comprising of 50x25x3mm extruded RHS members, inclusive of all attendant accessories.	SM	318		
6.10.6	6mm thick clear glass fixed to aluminium frame with approved mastic beading.	SM	297		
	TOTAL COST OF WALLING C/F TO COLLECTION				
7.00.0	ELEMENT No 07: FINISHES (ALL PROVISIONAL)				
	WALL TILES				
7.10.1	Prepare designated wall surfaces and apply wood float troweled 12mm thick cement/sand plaster (mix ratio 1:4) to 1500mm height followed by 150x150mm x 1500mm height white glazed wall tiles with cement putty and grouting using white cement including rounded edges; Ex 50x25mm hardwood dado rail sunk & counter sunk screw fixed to plastered wall at 1500mm height to internal walls in all washrooms, kitchens and toilets	SM	664		
	WALL PLASTER				
7.10.2	Prepare wall surfaces and apply first layer of 12mm thick wood float finished (cement/lime)/sand mixture 1:4 to both internally and externally followed by a 3mm steel float finished lime/sand, mix ratio 1:5 slurry to Architect's approval	SM	1,894		
	CERAMIC FLOOR TILES				
7.10.4	Prepare floor surfaces and apply first layer of wood float finished 32mm thick cement/sand screed, mix ratio 1:3 followed by 10mm thick non-slip ceramic floor tiles cement slurry mix steel float finish and grouted in white cement to Architect's approval	SM	3200		
	TOTAL C/F				

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ITEM	DESCRIPTION OF WORKS	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
8.00.0	ELEMENT No 08: OPENINGS (ALL PROVISIONAL)				
8.10.0	STEEL GATES				
8.10.1	In mild steel, supply and install various sizes of security gates including ironmongery; painting with 1No coat metal primer followed by 3No coats gloss paint to finish; fixed to mortice in concrete and making good to Architect's specifications and approval	SM	94		
8.20.0	DOORS				
	HEAVY DUTY ANODIZED ALUMINIUM				
8.20.1	Aluminium framed single swing door size 900×2100mm high complete with glass at top and MDF panel at the bottom including 100×50×3mm RHS framing and all necessary accessories.	22	No		
	WROT CAMPHOR/MAHOGANY, OR EQUAL AND APPROVED HARDWOOD				
8.20.2	45mm thick (finished) framed four (4) panel double leaf door size 1800×2100mm overall, each leaf 900×2100mm high comprising of 150×45mm rebated bottom rail, panel filled with and including 25mm thick hardwood panels including 40×20mm moulded beading all finished for painting.	20	No		
8.20.3	Ditto size 900×2100mm high ditto.	24	No		
8.20.4	Ditto size 800×2100mm high ditto.	28	No		
	FRAMES (WROT CAMPHOR/MAHOGANY, OR EQUAL AND APPROVED HARDWOOD)				
8.20.5	150×50mm. rebated frame plugged	132	LM		
8.20.6	100×50mm ditto	266	LM		
8.20.7	45×20mm architrave with two labours	398	LM		
8.20.8	25mm quadrant moulds	398	LM		
8.30.0	PAINTING AND DECORATIONS				
8.30.1.	Prepare and apply three coats gloss paint to general surfaces of woodwork	594	SM		
8.40.0	WINDOWS				
8.40.1	Supply and fix 75×50×3mm thick heavy bronze and natural anodized aluminium window frame complete with 5mm glazing, assembled ironmongery and fixed to opening including cutting and pinning lugs to concrete or blockwork surround and bedding frame in cement and sand mortar (1:4).				
8.40.2	Size 4000×2400mm height with 4No equal vertical sliding lights	62	No		
	TOTAL C/F				

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ITEM	DESCRIPTION OF WORKS	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
11.00.0	EXTERNAL DRAINAGE WORKS				
11.10.0	The following in 1No. 400 persons (90,000 Litres) capacity septic tank.				
11.10.1	Excavate pit not exceeding 1.5m deep from ground level	194	CM		
11.10.2	Ditto 1.5-3.0m deep	191	CM		
11.10.3	Ditto 3.0-4.5m deep	126	CM		
11.10.4	Extra over for excavating in rock	350	CM		
11.10.5	Load surplus excavated material and cart away	313	CM		
11.10.6	Return, fill and ram excavated material around walls	198	CM		
11.20.0	Concrete work: Plain concrete (1:4:8), as described in				
11.20.1	50mm blinding to receive bed.	84	SM		
11.30.0	Plain concrete (1:3:6), as described in				
11.30.1	150mm (average) benching to manhole bottom size 800×600mm including forming main channel and trowelled smooth.	2	No.		
11.40.0	Reinforced concrete (1:1¹/₂:2:3) 25/20, as described in;				
11.40.1	200×200mm kerb with splayed top.	5	LM		
11.40.2	100mm scum baffle reinforced with 2No 10mm diameter bars to top and bottom edges	11	SM		
11.40.3	200mm suspended cover slab	73	SM		
11.40.4	200mm walling	28	SM		
11.40.5	250mm ditto	139	SM		
11.40.6	250mm bed	84	SM		
11.40.7	Foundation strip	2	CM		
11.50.0	Reinforcement: Square twisted high tensile bars				
11.50.1	8mm bars	255	Kg		
11.50.2	10mm bars	3134	Kg		
11.50.3	12mm bars	1496	Kg		
11.60.0	Sawn formwork to:				
11.60.1	Sides of strip foundations	12	SM		
11.60.2	Sides of walls	292	SM		
11.60.3	Ditto over 3.5metres high but not exceeding 7.0m high	42	SM		
11.60.4	Sides and soffits of scum baffle	23	SM		
11.60.5	Horizontal soffits of suspended slab	70	SM		
11.60.6	Boxing in formwork to vertical sides of 250mm walling to form 200mm diameter hole	4	No.		
11.60.7	Ditto sides of 200mm walling ditto	6	No.		
11.60.8	Ditto to suspended 200mm slab to form 600×450mm opening including planting fillet to form rebate	4	No.		
	CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTALS
12.10.0	FINISHES				
12.10.1	20mm thick Sulphate resisting water proof cement and sand (1:4) screed to bed	63	SM		
12.10.2	12mm ditto plaster to scum baffle	24	SM		
12.10.3	12mm ditto plaster to walls	195	SM		
12.20.0	Metalwork				
12.20.1	Galvanized step irons to B.S. 124 built into concrete and make good	5	No.		
12.20.2	600×450mm medium duty cast iron manhole cover and frame to B.S. 497 including bedding frame in cement mortar and setting cover in grease and coating all surfaces with bituminous paint	4	No.		
12.20.3	150mm diameter uPVC tee and pipe 450mm long to inlet manholes	1	No.		
12.20.4	150mm diameter uPVC pipe 2000mm long to inlet manhole	1	No.		
12.30.0	SOAK PIT, DISTRIBUTION MANHOLES, AND FRENCH DRAINS				
	The following in 2 No. soak pits				
12.30.1	Excavate pit not exceeding 1.5m deep	12	CM		
12.30.2	Ditto 1.5.-3.0m deep	8	CM		
12.30.3	Ditto 3.0-4.5m deep	8	CM		
12.30.4	Ditto 4.5-6.0m deep	8	CM		
12.30.5	Extra over for excavating in rock	25	CM		
12.30.6	Remove surplus excavated material from site	28	CM		
12.30.7	Plain concrete 1:3:6 in wall foundation	1	CM		
12.30.8	150mm thick reinforced concrete 1:2:4 in cover slab.	6	SM		
12.30.9	12mm diameter steel bars	150	KG		
12.30.10	Sawn formwork to soffits for slab	1	SM		
12.30.11	Ditto to edges 75-150mm high	12	LM		
12.30.12	Boxing to form 600×450mm opening through 150mm thick cover slab	2	No.		
12.30.13	200mm thick coral block walling in cement and sand (1:4) mortar	36	SM		
12.30.14	Form or leave 150mm diameter opening through 200mm thick wall	2	No		
12.30.15	25mm thick cement and sand screed top cover slabs	6	SM		
12.40.0	DISTRIBUTION MANHOLES				
12.40.1	2.5m deep distribution manhole as including excavation, construction, disposal of spoil and 2No. 50mm reinforced precast concrete cover slab.	1	No		
12.40.2	Extra over for excavating in rock	3	CM		
12.40.3	Form or leave 150mm diameter opening through 200mm thick wall	4	No		
	CARRIED TO COLLECTION				

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ITEM	DESCRIPTION OF WORKS	FOR TENDERER USE ONLY		FOR OFFICIAL USE ONLY	
		KSHS	CTS	KSHS	CTS
12.00.0	GRAND SUMMARY				
12.10.0	PRELIMINARIES				
12.20.0	TOTAL CLASSROOM BLOCK				
12.30.0	TOTAL EXTERNAL DRAINAGE WORKS				
12.40.0	PRIME COSTS & PROVISIONAL SUMS				
12.50.0	ELECTRICAL WORKS				
12.60.0	MECHANICAL WORKS				
	GRAND TOTAL COST OF THE BUILDING				

Amount in words: **Kenya shillings:**

.....

Tenderer's name.....

Tenderer's signature and stamp.....

Addresses (Postal & Telephone)

Date.....

Witness'
name.....

Witness' signature and stamp.....

Addresses.....

Date.....



PROPOSED CONSTRUCTION OF A LECTURE HALLS AT PWANI UNIVERSITY OFF
MOMBASA-MALINDI ROAD AT KILIFI TOWN, KILIFI COUNTY FOR PWANI UNIVERSITY
P.O. BOX 195-80108 KILIFI, KENYA.

BILLS Of QUANTITIES (BoQ)

University Architect, Pwani University, P.O. Box 195 Kilifi – 80108. August 25th 2016

MECHANICAL WORKS

WATER RETICULATION

SPECIFICATIONS AND PRICING NOTES

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

A.0 GENERAL ITEMS

A.1 MATERIALS GENERALLY

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

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

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

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

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

A.4 STATUTORY REGISTRATION

The Domestic Mechanical Sub-Contractor to undertake these works must be registered with National Construction Authority (NCA) Category "7" (copy of registration certificate and renewal to be attached)

A.5 ENDORSEMENT

The Bills of Quantities for Mechanical Works must be signed and stamp by the Mechanical Domestic Sub-Contractor who will undertake the works on behalf of the Main Contractor

ITEM	DESCRIPTION OF WORKS	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
	BILL. 1: ELEMENT NO. 1 - MECHANICAL WORKS WATER RETICULATION (ALL PROVISIONAL)				
1.0.00	TOILETS				
1.0.01	Strip Asian Toilets complete with press cisterns (High level) with proprietary fittings to Architect's approval	sets	28		
1.0.02	English toilet (S-trap) for the disabled complete with hand rails and press cistern (low level) and proprietary fittings to Architect's approval	sets	8		
2.0.00	HAND WASH BASINS				
2.0.01	Hand wash basins (large) in vitreous china	pcs	48		
2.0.02	Pillar taps (Euro-bath make) ½ inch diameter	pcs	48		
2.0.03	Bottle trap (TECHPLAS make) 1¼ inch diameter	pcs	48		
2.0.04	½ x 18 inch diameter plastic Flexible tubes	pcs	80		
2.0.05	½ inch diameter Angle Valves (ENGLAND make)	pcs	80		
2.0.06	½ inch Bib taps (PEX type)	pcs	36		
3.0.00	VALVES				
3.0.01	½ inch diameter Gate valves (PEGLER make)	pcs	14		
3.0.02	1½ inch diameter Ball valves (ENGLAND make)	pcs	6		
3.0.03	1 inch diameter Ball valve	pcs	3		
4.0.00	PIPES AND FITTINGS				
4.0.01	1½ inch diameter PPR (PN20) pipes	pcs	27		
4.0.02	1½ inch diameter PPR sockets	pcs	40		
4.0.03	1½ inch diameter PPR Unions	pcs	14		
4.0.04	1½ inch diameter PPR Male Adaptors	pcs	27		
4.0.05	1½ inch diameter PPR Female Adaptors	pcs	8		
4.0.06	1½ inch diameter PPR Tees	pcs	14		
4.0.07	1½ x ¾ inch diameter PPR Reducers	pcs	14		
4.0.08	¾ x ½ inch PPR Reducers	pcs	120		
4.0.09	¾ inch diameter PPR Pipes (PN 20)	pcs	27		
4.0.10	½ inch diameter PPR Mole Elbows	pcs	80		
4.0.11	½ inch diameter PPR Female Elbows	pcs	40		
4.01.2	½ inch diameter GI Sockets	pcs	80		
4.01.3	½ inch diameter PPR Nipples	pcs	40		
4.01.4	½ inch diameter PPR pipe (PN20)	pcs	14		
4.01.5	1½ inch diameter PPR Plain Elbows	pcs	27		
	TOTAL CARRIED TO COLLECTION				

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ITEM	DESCRIPTION OF WORKS	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
6.00.0	STORAGE TANKS AND FIRE FIGHTING				
6.00.1	5000 Litre plastic tank (overhead)	Pcs	2		
6.00.2	24,000 Litre plastic tank (ground level)	Pcs	2		
6.00.3	3000 Litre plastic tank (Hose Reels)	Pcs	2		
6.00.4	Hose Reels	Pcs	8		
6.00.5	¾ inch diameter Gate Valves (PEGLAR make)	Pcs	8	6,000.00	
6.00.6	1× ¾ inch diameter GI Reducing Bush	Pcs	11		
6.00.7	1 inch diameter GI Elbows	Pcs	8		
6.00.8	1 inch diameter GI Tees	Pcs	8	1,000.00	
6.00.9	¾ inch diameter Hex Nipples	Pcs	27		
6.01.0	1¼ inch diameter PPR Male Sockets	Pcs	14		
6.01.1	1¼ inch diameter PPR Female Sockets	Pcs	6		
6.01.2	1¼ inch Gate Valve (PEGLAR make)	Pcs	3		
6.01.3	1 inch diameter PPR Male Elbows	Pcs	14		
6.01.4	1 inch diameter PPR Female Elbows	Pcs	14		
6.01.5	Boss White 400g	Tins	6		
6.01.6	GI pipe class B	Pcs	11		
6.01.7	Plumbing Yarn	Fts	14		
6.01.8	Hydrant (complete with Tee and bar)	Pcs	2		
6.01.9	4 inch diameter GI pipes class B	Pcs	6		
6.02.0	4 inch diameter Mechanical Connectors	Pcs	6		
6.02.1	4 inch diameter GI Tee	Pcs	2		
6.02.2	4 inch diameter Gate Valve (PEGLER make)	Pcs	2		
6.02.3	4 inch diameter Hex Nipples	Pcs	6		
6.02.4	4 inch diameter GI plain Sockets	Pcs	6		
6.02.5	4 inch diameter GI Elbow	Pcs	2		
7.0.00	PUMPS				
7.0.01	Booster pumps (Grundfos or equivalent make) 1.5 HP capable of lifting 5CM of water per hour against a head of 15m	Sets	4		
7.0.02	Control panel for motors	Sets	2		
7.0.03	Hose Reel pump 1HP complete with controls & pressure vessel.	No	1		
7.0.04	1 ½ inch diameter Non return valve (flap type)	Pcs	2		
	TOTAL CARRIED TO COLLECTION				

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ITEM	DESCRIPTION OF TOTALS	AMOUNT (KSHS)
9.0.00	COLLECTION	
9.0.01	TOTAL FROM PAGE 3	
9.0.02	TOTAL FROM PAGE 4	
9.0.03	TOTAL FROM PAGE 5	
9.0.04	TOTAL FROM PAGE 6	
	SUB TOTAL	
	ADD A SUM TO CATER FOR CONTINGENCIES	
	GRAND TOTAL COST OF MECHANICAL WORKS	

Amount in words: Kenya shillings

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

Tenderer's Name.....

Tenderer's Signature and Stamp.....

Addresses.....

Date.....

Main Contractor's Name.....

Signature and Stamp.....

Addresses.....

Date.....



PROPOSED CONSTRUCTION OF A LECTURE HALL AT PWANI UNIVERSITY OFF
MOMBASA-MALINDI ROAD AT KILIFI TOWN, KILIFI COUNTY FOR PWANI UNIVERSITY
P.O. BOX 195-80108 KILIFI, KENYA.

BILLS Of QUANTITIES (BoQ)

SCHEDULE OF MATERIALS & LABOUR

ELECTRICAL WORKS

POWER SUPPLY & DISTRIBUTION

SPECIFICATIONS AND PRICING NOTES

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

A.0 GENERAL ITEMS

A.1 MATERIALS GENERALLY

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

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

A.4 STATUTORY REGISTRATION

The Domestic Electrical Sub-Contractor to undertake these works must be registered with National Construction Authority (NCA) Category “7” and above; and the Electricity Regulatory Commission (ERC) class “B” and above (copies of registration certificates and renewal to be attached)

A.5 ENDORSEMENT

The Bills of Quantities for Electrical Works must be signed and stamped by the Electrical Domestic Sub-Contractor who will undertake the works on behalf of the Main Contractor.

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ITEM	DESCRIPTION OF WORKS	UNIT	QTY	RATE (KSHS)	AMOUNT (KSHS)
3.0.00	FITTINGS & ACCESSORIES				
3.0.01	4 feet single batten fluorescent fitting complete with tube, make: PHILLIPS	pcs	200		
3.0.02	Floodlights 100W, make: CARL & GILBERT	pcs	4		
3.0.03	Ceiling fan, make ORIENT	pcs	90		
3.0.04	½m Machine screws	boxes	4		
3.0.05	1 inch Looping screws	boxes	4		
3.0.06	Insulation tape red	pcs	15		
3.0.07	Insulation tape black	pcs	15		
3.0.08	Insulation tape yellow	pcs	15		
3.0.09	10mm Hooks	pcs	90		
3.0.10	TANGIT bonding glue	pcs	10		
3.0.11	Round covers	pcs	220		
3.0.12	Ceiling rose	pcs	90		
3.0.13	Biscuit rings	pcs	220		
3.0.14	¾ Earth-rod including earth accessories to D.R and K.PL. Co. Ltd, satisfactory	pcs	1		
3.0.15	Meter-box, medium size	pcs	1		
3.0.16	3 – Phase Isolator(100A), heavy gauge	pcs	1		
3.0.17	Rail	pcs	1		
3.0.18	Nails 2"	kg	6		
3.0.19	Bundles	pcs	10		
3.0.20	Adapter boxes	pcs	10		
3.0.21	Cable ties	bag	1		
	TOTAL CARRIED TO COLLECTION				

[illegible]



ITEM	DESCRIPTION OF WORKS	AMOUNT (KSHS)
5.00.0	COLLECTION	
5.10.0	PVC PIPE & BOXES	
5.20.0	CABLES	
5.30.0	FITTINGS & ACCESSORIES	
5.40.0	CONTROL SWITCH GEARS	
	SUB TOTAL 01	
	ADD COST OF LABOUR, PLANT & MACHINERY	
	SUB TOTAL 02	
	ADD A SUM TO CATER FOR CONTINGENCIES	
	GRAND TOTAL COST OF ELECTRICAL WORKS	

Amount in words: Kenya shillings

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

Tenderer's Name.....

Tenderer's Signature and Stamp.....

Address.....

Date.....

Main Contractor's Name.....

Signature and Stamp.....

Address.....

Date.....

SECTION VIII – STANDARD FORM

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

FORM OF INVITATION FOR TENDERS

- *[date]*

To: - *[name of Contractor]*
- *[address]*

Dear Sirs:

Reference: _ *[Contract Name]*

You have been prequalified to tender for the above project.

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

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

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

Upon payment of a non-refundable fee of Kshs _

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

[address and location]

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

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

Yours faithfully,

- Authorised Signature

- *Name and Title*

FORM OF TENDER

TO: _ *[Name of Employer]* _ *[Date]*
_ *[Name of Contract]*

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs._ *[Amount in figures]* Kenya Shillings_ *[Amount in words]*
_
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until _ *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _ day of _ 20_

Signature _ in the capacity of _

duly authorized to sign tenders for and on behalf of
_ *[Name of Employer]*
of *[Address of Employer]*

Witness; Name_

Address_

Signature_

Date_

LETTER OF ACCEPTANCE

[letterhead paper of Pwani University]

[date]

To: _
[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _
for the execution of _
[name of the Contract and identification number, as given in the Tender documents]
for the Contract Price of Kshs. _ [amount in
figures]/[Kenya Shillings_ (amount in words)] in
accordance with the Instructions to Tenderers is hereby accepted.

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

Authorized Signature

Name and Title of Signatory

Attachment : Agreement

FORM OF AGREEMENT

THIS AGREEMENT,
made on the _ office
is situated at]_ day of _ whose registered
between (hereinafter called "Pwani University") of the one part AND

_____ of/or whose registered
office is situated at] (hereinafter called "the
Contractor") of the other part.

WHEREAS Pwani University is desirous that the Contractor executes

_____ of/or whose registered
(*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 Pwani University to the Contractor as hereinafter mentioned, the Contractor hereby covenants with Pwani University to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. Pwani University 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 Pwani University

Binding Signature of Contractor

In the presence of (i) Name

Address

Signature

[ii] Name

Address

Signature

FORM OF TENDER SECURITY

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

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

THE CONDITIONS of this obligation are:

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

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

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

[date]

[signature of the Bank]

[witness]

[seal]

PERFORMANCE BANK GUARANTEE

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

Dear Sir,

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _

Name of Bank _

Address _

Date _

BANK GUARANTEE FOR ADVANCE PAYMENT

To:

(Date)

Gentlemen,

Ref: _

[name of Contract]

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

We, _ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Suretymerely, the payment to _ [name of Employer] on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs _ [amount of Guarantee in figures] Kenya Shillings _ [amount of Guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

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

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

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

Yours faithfully,

Signature and Seal _

Name of the Bank or financial institution _

Address _

Date _

Witness: Name: _

Address: _

Signature: _

Date: _

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

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

Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

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

Year	Volume	
	Currency	Value

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

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

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

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

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

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

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

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

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

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

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

2 Joint Ventures

- 2.4 The information listed in 1.1 – 1.10 above shall be provided for each partner of the joint venture.
- 2.5 The information required in 1.11 above shall be provided for the joint venture.
- 2.6 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
- 2.7 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:
 - a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
 - c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer

.....

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

.....

3. Telephone number (s) of tenderer

.....

4. Telex address of tenderer

.....

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

.....

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

.....

.....

Signature of Tenderer

Make copy and deliver to: _

(Name of Employer)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

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

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

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

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

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

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

Nationality..... Country of Origin.....

*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

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

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

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

1.
.....

2.
.....

3.
.....

4.
.....

Part 2(d) – Interest in the Firm:

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

I certify that the information given above is correct.

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

- Attach proof of citizenship

STATEMENT OF FOREIGN CURRENCY REQUIREMENTS

(See Clause 23] of the Conditions of Contract)

In the event of our Tender for the execution of_
- *(name of Contract)* being accepted, we would
require in accordance with Clause 21 of the Conditions of Contract, which is
attached hereto, the following percentage:

(Figures)..... (Words).....

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

Currency in which foreign exchange element is required:

.....

Date: The Day of 20.....

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

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

(Signature of Tenderer)

DETAILS OF SUB-CONTRACTORS

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

Failure to comply with this requirement may invalidate the tender.

- (1) Portion of Works to be sublet:
- (i) Full name of Sub-contractor
and address of head office:
.....
- (ii) Sub-contractor's experience
of similar works carried out
in the last 3 years with
Contract value:
.....
.....
- (2) Portion of Works to sublet:
- (i) Full name of sub-contractor
and address of head office:
.....
.....
- (ii) Sub-contractor's experience
of similar works carried out
in the last 3 years with
contract value:
.....

[Signature of Tenderer]

Date

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:_____

RE: Tender No._____

Tender Name_____

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

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

*(FULL PARTICULARS)*_____

SIGNED FOR ACCOUNTING OFFICER

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD
APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

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

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated the...day 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

**PROPOSED CONSTRUCTION OF LECTURE THEATRE AND OFFICES AT PWANI
UNIVERSITY – KILIFI**

EVALUATION CRITERIA

MAIN CONTRACTOR (BUILDER'S WORK)

Item	Description
A	Mandatory Requirements
	Tender form dully filled and signed. Bidders must also provide a statement that contract sum indicated on the tender form shall be final and not subject to Arithmetic error or alterations.
1	Provide Certificate of incorporation/Registration
2	Provide copy of Registration certificate from National Construction Authority Not Less Than N.C.A 4 in Building works (General Building Contractor).
3	Current Business Licence.
4	Copy of Company Pin No. and VAT Certificate
5	Must provide a bid security in form of a bank guarantee or other acceptable form of 2% of the quoted sum and shall be valid for 120 days from date of tender opening
6.	Provide a copy of Valid Tax Compliance Certificate.
7	Provide letter of Authority to seek references from tenderer's bank (letter addressed to specific Banks giving authority to Client to verify the bank statements)
8	Copies of Audited Financial Statements for the last three (3) years.
9	Bidders must serialize each page of their bid documents to entirety. They must provide statement indicating how many pages their bid constitute of.
10	Anti-Corruption Policy document dully filled and signed Apart from signing the Anti-Corruption Policy bidders must confirm in writing that all documents provided in support of their bids are authentic and not forged, if verified will be confirmed as the truth.

B	General Requirements	Score
1.	Financial Status of the Company	
a)	Analysis of the provided audited accounts for the last three (3) years	10
b)	Show adequacy of working capital for this contract (access to lines of credit availability and other financial resources). Enclose copies of current Bank statements and other proof of financial status for the last two years.	10
2.	Experience of Work	
a)	Provide total Monetary Value of construction work performed for each project for the last five years.	7
b)	<ul style="list-style-type: none"> Have completed a minimum of two Projects of similar nature and complexity in the last three years, each of which must be of a value of at least Kshs. 50 million. (Enclose certificate of completion / Award letters indicating clients' contacts). <p>Experience in works of similar nature and size for each of the last three years and details of work under way or contractually committed; names and addresses of Clients who may be contacted for further information on these contracts. Indicate time frame of contracts and the total cost of each Project. (Enclose completion certificates and or letter of Award).</p>	20
c)	<ul style="list-style-type: none"> Provide information on current / ongoing work in the format prescribed for similar work previously performed. All current / ongoing work should be indicated irrespective of whether it is of similar nature or not. Indicate time frame of the contract. (Enclose letters of Awards and proof documents). 	8
3.	Relevant Equipment for carrying out the Contract	
a)	Outline major items of equipment proposed to carry out the contract and an undertaking that they will be available for the contract. (Include copies of logbooks or other ownership documents). (Cranes, Lorries, pick-ups, hoist machine, pumps, compressor machine and any other relevant type).	15

4	Qualification and Experience of Key Technical Personnel	
	<p>Provide detailed proposal of key technical members for the proposed project, copies and CV of the proposed team, Enclose detailed certificate. At least Ten (10) years' experience in the position</p> <ul style="list-style-type: none"> • Project Manager (Minimum qualification is Degree in Building Construction) – 5 points. • Site Agent (Minimum qualification is HND/Diploma in Building Construction) – 4 points. • Supervisors (Minimum qualification is Diploma/Certificate in Building Construction) – 3 points. <p>Foreman (Minimum qualification is Diploma/Certificate in Building Construction) – 3 points.</p>	15
5	<ul style="list-style-type: none"> • Detailed Programme of works 	
	Attach a detailed Programme of works for the proposed project giving time lines. Points shall be awarded for the accuracy and practicability of the Programme. The expected completion period is 9 Months	10
6	Health, Safety & Environment Issues	
6	Bidders should show how they will handle HSE Issues within the Contract and also demonstrate in their plan	
7	Litigation History	
	Attach list of disputes, name of contract, type of resolution method, date of dispute, settlement and amount in dispute if any. Please note that this will be verified independently and undisclosure shall lead to disqualification of tender.	5
	Total Marks	

Note:

- **The information given above shall correspond to attached format where applicable.**
- **The bidder must attain a minimum score of 80% points to be considered for further evaluation.**
- **Any bidder who previously or will be found to have forged documents in support of their bids shall lead to disqualification by Pwani University and debarment by Public Procurement Regulatory Authority in line with provisions under Public Procurement and Asset Disposal 2015.**