

**REPUBLIC OF KENYA**



**COUNTY GOVERNMENT OF BOMET**

**PROPOSED CONSTRUCTION OF HOSTELS, SEPTIK TANK,  
STORAGE WATER TANK & MULTI PURPOSE HALL AT  
TEGAT ATHLETIC CAMP.**

**FOR**

**DEPARTMENT OF YOUTHS AND SPORTS.**

**TENDER DOCUMENT**

**TENDER NO: CGB/DSSYS/001/2019/2020.**

**NEGOTIATION NO: 795417**

# PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

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**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

**SIGNATURE PAGE AND NOTES**

**COUNTY GOVERNMENT OF BOMET  
MINISTRY OF YOUTHS AND SPORTS**

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

TENDER NO.....

Prepared by:-

Department of Youths and Sports,

P.O Box 19 - 20400,

**BOMET.**

The contract for the above works entered into this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_\_ by the undersigned refers to these Bills of Quantities and the Department of Public  
Works General Specifications dated March 1976 (together with any amendments issued  
thereto) which shall be read and construed as part of the said Contract.

-----  
**CONTRACTOR**  
Development)

-----  
**CHIEF OFFICER, (Department of Youths and Sports**

Date \_\_\_\_\_

Date \_\_\_\_\_

**SPECIAL NOTES**

The contractor is required to check the numbers of pages of these Bills of Quantities and should he find any missing or in duplicate or figures indistinct, he must inform the County Works Officer, once and have the same rectified.

Should the contractor be in doubt about the precise meaning of any item or figure for any reason whatsoever, he must inform the County Works Officer, in order that the correct meaning may be decided before the date for submission of the tender.

No liability will be admitted nor claim allowed in respect of errors in the Contractor's Tender due to mistakes in the Specifications which should have been rectified in the manner described above.

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

**SECTION 1**

**INVITATION FOR TENDERS**

DATE: .....

Contract reference NO:

.....

Contract Name: **PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

1.1 The County Government of BOMET invites sealed tenders for the **PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY.**

1.2 Interested eligible candidates may obtain further information FROM County Supply Chain Office during normal working hours.

1.3 A complete set of tender documents may be obtained by interested candidates from the Bomet County website [www.bomet.go.ke](http://www.bomet.go.ke) of the County Government of Bomet

1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 120 days from the closing date of tender.

1.5 Complete tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at the procurement office Headquarters of the County Government of Bomet or if the document does not fit in the Tender Box should be hand delivered and registered at the Supply chain office or to be addressed to the County Government of Bomet Box 19-20400 Bomet, so as to be received on or before **FRIDAY 24<sup>TH</sup> 2020 AT 12:00 NOON.**

1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at procurement head office Bomet

## **PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

### **INTRODUCTION**

1.1 This standard tender document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of works (i.e. Buildings and associated Civil Engineering works)

1.2 The following guidelines should be observed when using the document;-

(a) Specific details should be furnished in the tender notice and in the special conditions of contract (where applicable). The tender document issued to tenderers should not have blank spaces or options.

(b) The instructions to tenderers and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through Appendix to instructions to tenderers and special conditions of contract respectively.

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

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

L4 The cover of the tender document should be modified to include:-

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

- II. Tender number.
- III. Tender name.
- IV. Name of procuring entity.
- V. Delete name and address of PPOA.

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### INSTRUCTIONS TO TENDERERS.

#### **General/Eligibility/Qualifications/Joint Venture/Cost of Tendering**

1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful tenderer will be expected to complete the Works by the Intended Completion Date specified in the 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 the Employer 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 Auditors 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 tenderers 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;

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(d) one of the partners will be nominated as being in charge, authorized 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 cashflow 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 tenderers 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 ventures tender. Subcontractors experience and resources will not be taken into account in determining the tenderers 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 tenderers participation to be disqualified.

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

1.11 The tenderer, at the tenderers 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 tenderers 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.



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### 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 tenderers risk and may result in rejection of his tender.

2.3 A prospective tenderer requiring any clarification of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will only respond to requests for clarification received earlier than seven days prior to the deadline for submission of tenders. Copies of the Employers response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

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

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

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### **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 (60) days from the date of submission. However, in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers responses shall be made in writing. 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 for the amount specified in the invitation to tender. This shall be in the form of a bank draft or a bank guarantee from an established and reputable bank approved by the Employer.

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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 the Employer. 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

(d) (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 initiated by the person or persons signing the tender.

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### 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 the Employer at the address provided in the invitation to tender;
- (b) bear the name and identification number of the Contract as defined in the invitation to tender; and
- (c) Provide a warning not to open before the specified time and date for tender opening.

4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender. However, the Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Sub-Clause 2.5 in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.

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 tenderers 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 **MODIFICATTON 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.

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### Tender Opening and Evaluation

5.1 The tenders will be opened by the Employer, 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 Employers 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 the Employer at the opening. Minutes of the tender opening, including the information disclosed to those present will be prepared by the Employer.

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 the Employers 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, the Employer 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, the Employer 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, the Employers rights or the tenderers 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 the Employer, 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 Builders Work (i.e. Corrected tender sum less P.C. and Provisional Sums)

(e) The Error Correction Factor shall be applied to all Builders Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

(f) The amount stated in the tender will be adjusted in accordance with

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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 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 5.5,

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

- (a) ( making any correction for errors pursuant to clause 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 The Employer 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 the Employer will not be taken into account in tender evaluation.

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

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 a non-indigenous sub-contractor.

### **5.13 . Evaluation criteria**

**The evaluation shall be carried out in the following manner:**

#### **➤ Mandatory requirements**

All bids shall be checked for the following and any bid that does not conform to the any of the mandatory requirements shall be disqualified from further evaluation

- ◆ Tender security of 120 validity period
- ◆ Registration certificate by National Construction Authority for building works NCA 7 AND ABOVE
- ◆ Duly filled and signed form of Tender
- ◆ Valid Tax compliance
- ◆ Duly filled and signed appendix to form of Tender
- ◆ Compliance with submission both online through the ifmis system and manually where hard copies submission
- ◆ Duly filled Bill of Quantities
- ◆ Duly filled tender questionnaire
- ◆ Duly filled confidential business questionnaire ( attach CR 12 to confirm Directors)
- ◆ CURRENT UTILITY BILL
- ◆ Duly filled declaration form

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### ➤ **Technical evaluation**

Technical evaluation shall be carried out and marks on each item distributed as indicated in the table below. The scores will be awarded by individual evaluators and mean obtained accordingly. The pass mark for further evaluation shall be 75%.

<b>SN</b>	<b>Description</b>	<b>Max points</b>
1	<b>Key personnel (Site staff and HQ staff)</b>	<b>20</b>
2	<b>Contracts Completed Previously of similar nature</b>	<b>20</b>
3	<b>Schedules of on-going projects</b>	<b>15</b>
4	<b>Schedules of contractors Plant &amp; equipment</b>	<b>15</b>
5	<b>Audited Financial Report</b>	<b>15</b>
6	<b>Evidence of Financial Resources</b>	<b>10</b>
7	<b>Work Programme</b>	<b>5</b>
<b>TOTAL</b>		<b>100</b>

### ➤ **Financial evaluation**

Bids shall be subjected to financial evaluation which shall include arithmetic error checks and comparison with engineers estimate. Bids which shall be less than engineers estimate by 10% shall be disqualified on grounds of doubt to deliver quality project and those which shall be more than Engineers estimate by 10% shall also be rejected for being considered to be uneconomical wasteful of resources

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Qualification Criteria			Compliance Requirement	Documentation
No.	Subject	Requirement	Bidder	Submission Requirements
<b>1. Eligibility</b>				
1.1	Eligibility	Nationality in accordance with Sub-Clause 4.1.	Must meet requirement	Section 7, Schedule 1
1.2	Conflict of Interest	No conflicts of interest in Sub-Clause 4.2.	Must meet requirement	Section 7, Schedule 1
1.3	Debarment	Not having been declared ineligible by the Employer, as described in Sub-Clause 4.3.	Must meet requirement	Section 7, Schedule 9
1.4	Incorporation & Registration	Pursuant to sub-clause 4.1 the following shall be provided; - Copy of Certificate of incorporation certified by a Commissioner of Oaths to show that the applicant is a registered company and legally authorised to do business in Kenya  - Proof of registration with the National Construction Authority in Category "NCA 7 " and above	Must meet requirement	Section 7, Schedule 1
<b>2. Historical Contract Non-Performance</b>				
2.1	History of Non-Performing Contracts	Non-performance of a contract did not occur within the last five (5) years prior to the deadline for application submission based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances	Must meet requirement	Section 7, Schedule 5



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Qualification Criteria			Compliance Requirement	Documentation
No.	Subject	Requirement	Bidder	Submission Requirements
		available to the applicant have been exhausted.		
2.2	Pending Litigation	All pending litigation shall in total not represent more than fifty percent (50%) of the Applicant's net worth and shall be treated as resolved against the Applicant.	Must meet requirement	Section 7, Schedule 8
<b>3. Financial Situation</b>				
3.1	Financial Performance	(a) Submission of audited balance sheets or other financial statements acceptable to the Employer, for the last two [2] years to demonstrate: (b) the current soundness of the applicants financial position and its prospective long term profitability, and (c) capacity to have a cash flow equivalent to 20% of the tender sum	(a) Score • 0 – 4 Marks  (b) Score • 0 – 6 Marks  (c) Score • 0 – 5 Marks	Section 7, Schedule 7
3.2	Average Annual Construction Turnover	(d) Average annual construction turnover of KShs.3 Million [Three Million], calculated as total certified payments received for contracts in progress or completed, within the last two [(2)] years	(d) Score • 0 – 10 Marks	Section 7, Schedule 7
<b>4. Experience</b>				

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Qualification Criteria			Compliance Requirement	Documentation
No.	Subject	Requirement	Bidder	Submission Requirements
4.1(a)	General Construction Experience	Experience under construction contracts in the role as a main contractor or subcontractor for at least the last three [3] years prior to the applications submission deadline	Score <ul style="list-style-type: none"> <li>0 – 10 Marks</li> </ul>	Section 7, Schedule 5
4.2(b)	Specific Construction Experience	Participation as a building contractor, management contractor or subcontractor, in at least three (3) each with a value of at least KShs. 5 Million (five million), successfully and substantially completed One (1) of the contracts should be in urban area that have been and that are similar to the proposed works. The similarity shall be based on the physical size, complexity, methods/technology or other characteristics as described in Section 2.	Score <ul style="list-style-type: none"> <li>3 no projects 0 - 9 Marks</li> <li>Urban Area 0 or 6 Marks</li> </ul>	Section 7, Schedule 5
<b>5. Current Commitments</b>				
5.1	On-going contracts	The total value of outstanding works on the on-going contracts should not exceed the average annual turnover for the last three years.	Score <ul style="list-style-type: none"> <li>0 - 10 Marks</li> </ul>	Section 7, Schedule 6
<b>6. Site Staff</b>				

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

Qualification Criteria			Compliance Requirement	Documentation
No.	Subject	Requirement	Bidder	Submission Requirements
		The site staff shall possess minimum levels of qualifications set below;		Section 7, Schedule 4
	HQ Staff	Qualification = Higher National Diploma in Civil Engineering/Building construction	Score <ul style="list-style-type: none"> <li>• 4 marks</li> </ul>	
	Site Agent	Qualification = Higher National Diploma in Civil Engineering/Building construction	<ul style="list-style-type: none"> <li>• 3 marks</li> </ul>	
	Foreman	General Experience	<ul style="list-style-type: none"> <li>• 3 marks</li> </ul>	
		Specific Experience	<ul style="list-style-type: none"> <li>• 3 marks</li> </ul>	
	Site Surveyor	Qualification = Dip. Civil Engineering	<ul style="list-style-type: none"> <li>• 1 marks</li> </ul>	
		General Experience = 2 yrs	<ul style="list-style-type: none"> <li>• 2 marks</li> </ul>	
		Specific Experience = 1 Yrs	<ul style="list-style-type: none"> <li>• 1 marks</li> </ul>	
		Qualification = Diploma in Survey	<ul style="list-style-type: none"> <li>• 1 marks</li> </ul>	
		General Experience = 3 yrs	<ul style="list-style-type: none"> <li>• 1 marks</li> </ul>	
		Specific Experience = 2 Yrs	<ul style="list-style-type: none"> <li>• 1 marks</li> </ul>	
	Work programme		5marks	Section 7, Schedule 4
Plant and Equipment				
	See description below		Score <ul style="list-style-type: none"> <li>• 0 – 15 Marks</li> </ul>	

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

**7 Schedule of the Major Items of Plant/Equipment Available for Proposed Contract.**

The Bidder must indicate the core plant and equipment considered by the company to be necessary for undertaking the project together with proof ownership. (\* Mandatory minimum number of equipment required by the Employer for the execution of the project that the bidder must make available for the Contract).

Item No.	Equipment Details	*Minimum Number Required for the Contract Execution	Compliance Requirement	No of Equipment Owned by the Bidder	No. of equipment to be hired/purchased by the Bidder	No. of equipment to be made available for the Contract by the Bidder
A	<p><b>General Plant</b></p> <p>Asphalt Concrete batching plant</p>	optional				
B	<p><b>Milling Machine</b></p> <p>Asphalt Milling Machine</p>	optional				
C	<p><b>Bituminous Plants</b></p> <p>Bitumen Pressure distributor</p>	optional				
D	<p>Asphalt concrete paver</p> <p><b>Compactors</b></p> <p>Vibrating compaction plate 300 mm wide</p>	optional				
E	<p>Vibrating compaction plate 600 mm wide</p> <p><b>Pot hole repair machines</b></p> <p>Colas Sprayer</p> <p>Pavement Cutter Machine</p> <p>Paver Braker Machine</p> <p>Pedestrian Roller</p>	optional				
	<p><b>Subtotal for E</b></p>		3 marks			
F	<p><b>Concrete Equipment</b></p>					

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

G	Mobile concrete mixers	1	2 Marks		
	Concrete vibrators	1			
	<b>Transport (Tippers, dumpers, water tankers)</b>				
	4X2 tippers payload 7 – 12 tonnes				
	6X4 tippers payload 16 – 20 tonnes	1			
H	8X4 tippers payload 16 – 20 tonnes		4 marks		
	Flatbed lorries				
	<b>Subtotal for G – tippers &amp; dumpers</b>				
	Water tankers (18,000 – 20,000 litres capacity)	optional			
	<b>Earth – Moving Equipment</b>				
I	Wheeled loaders	0			
	Motor graders (93 - 205kW)	optional			
	Trench excavator				
	<b>Excavators</b>	optional			
	Hydraulic crawler mounted (7 – 10 tonnes) – 0.25 – 0.4 m3 SAE bucket.	1			
	Hydraulic crawler mounted (10 – 16 tonnes) – 0.40 – 0.60 m3 SAE bucket.				
	Hydraulic wheel mounted (7 – 10 tonnes) – 0.25 – 0.4 m3 SAE bucket.				
	Hydraulic wheel mounted (10 – 16 tonnes) – 0.40 – 0.6 m3 SAE bucket.				
	Hydraulic wheel mounted back loader (7 – 10 tonnes) – 0.25 – 0.4 m3 SAE bucket.				
	<b>Subtotal for I</b>				
	<b>Rollers</b>				

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

J	<p>Self-propelled single drum vibrating (various types)</p> <p>Pneumatic rubber tyre (1-2 tonnes/wheel)</p> <p>Double drum vibrating pedestrian roller</p> <p>Pedestrian rollers</p>	<p>optional</p> <p>optional</p> <p>optional</p> <p>Optional</p>				
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***(Bidders must provide proof of ownership or lease arrangements for all plants and equipment)***

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### 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, the Employer reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.

6.3 The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract, documents called the Letter of Acceptance) will state the sum (hereinafter and in all Contract, documents called the Contract Price) that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. 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 the Employer and the successful tenderer. Within 14 days of receipt the successful tenderer will sign the Agreement and return it to the Employer.

6.5 Within 21 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security 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, the Employer 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 25% 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

## **PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

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.



## **PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

### **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.

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### CONDITIONS OF CONTRACT

#### **Clause No. 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 the Employer 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 the Employer.

**The Contractors Tenders** the completed tendering document submitted by the Contractor to the Employer.

**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.

**Day works** 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.

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

Equipment is the Contractors 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 the Employer 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 the Employer, as defined in the Appendix to Conditions of Contract.

## **PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

### ***Clause No. 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 the Employer 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 the

Employer] 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.

### ***Clause No. 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.

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### **Clause No. 4; Project Manager's Decisions**

4.1 Except where otherwise specifically stated, the Project Manager will decide contractual matters between the

Employer and the Contractor in the role representing the Employer.

### ***Clause No. 5; Delegation***

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

### ***Clause No. 6; Communications***

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

### ***Clause No. 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 the Employer in writing. Subcontracting shall not alter the Contractors obligations.

### ***Clause No. 8; Other Contractors***

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 the Employer, as per the directions of the Project Manager. The Contractor shall also provide facilities and services for them. The Employer may modify the said List of Other Contractors etc., and shall notify the Contractor of any such modification.

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### **Clause No. 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.

### **Clause No. 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. .

### **Clause No. 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 aiter the Contractor's responsibility for design of the Temporary works and ail 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.

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### **Clause No. 12: Discoveries**

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

### **Clause No. 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.

### **Clause No. 14; Possession of Site**

14.1 The Employer 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, the Employer will be deemed to have delayed The start of the relevant activities, and this will be a Compensation Event.

### **Clause No. 15; Access to Site**

5.1 The Contractor shall allow the Project Manager and any other person authorized by the Project Manager, Excess 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.

### **clause No. 16; Instructions**

'6.1 The Contractor shall carry out all instructions of the Project Manager which are in accordance with the ?n tract.

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### ***Clause No. 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 the Employer.

### ***Clause No. 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 the Employer. 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.

### ***Clause No. 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.



## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### **Pause No. 20; Defects**

120.1 The Project Manager shall inspect the Contractors work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractors 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.

### **Clause No. 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.

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### **Clause No. 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.

## **PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

### **Clause No. 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 the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be moved from Site without the Project Manager's instructions except for use upon the Works.

23.3 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate. If the Employer 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

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 the Employer 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 the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the 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:-

On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 20% (twenty percent) of the, original amount of the Contract. The advance shall not be subject to retention money.

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

(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 the Employer 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:

$$R = \frac{A(xI - x11)}{80-20}$$

80-20

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

XI - the amount of proposed cumulative payments as 3 percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.

XII = 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.

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### **pause No. 24; Compensation Events**

24.1 The following issues shall constitute Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.
- (b) The Employer 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 the Employer or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer 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 the Employer'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.

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

24.4 The Contractor shall not be entitled to compensation to the extent that the Employer'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.

### *Clause No. 25; Price Adjustments*

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 the reunder;

(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

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

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. 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.

### *Clause No. 26; Retention*

26.1 The Employer 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.

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### **Clause No. 27; Liquidated Damages**

27.1 The Contractor shall pay liquidated damages to the Employer 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. The Employer 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

### **Clause No. 28; Securities**

28.1 The Performance Security shall be provided to the Employer 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 the Employer and denominated in Kenya Shillings. The Performance Security shall be valid until a date 30 day beyond the date of issue of the Certificate of Completion.

### **Clause No. 29; Day works**

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.



## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### **Clause No. 30; Liability and Insurance**

30.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer'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 the Employer 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 the Employer 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 the Employer'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 the Employer'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 the Employer 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.

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

30.5 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due U 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.

### *Clause No. 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. The Employer shall take over the Site and the Works within seven [7] days of the Project Manager's issuing a Certificate of Completion.

### **Clause No. 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 the Employer 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. The Employer shall pay the Contractor the amount due in the Final Certificate within 60 days.

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### **Clause No. 33; Termination**

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

- (a) The Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorized 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 the Employer 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, the Employer 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.

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### ***Clause No. 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 the Employer 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 the Employer's convenience or because of a fundamental breach of Contract by the Employer, 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 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on 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 the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

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

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### ***Clause No. 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 the Employer 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.

### ***Clause No. 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 the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Employer.

(b) Enter into this or any other contract with the Employer 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 the Employer.

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.

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### **Clause No. 37; Settlement of disputes**

37.1 In case any dispute or difference shall arise between the Employer 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

## **PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

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 the Employer 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.

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

**APPENDIX TO CONDITIONS OF CONTRACT**

The Appendix to the conditions of Contract will be filled in as follows: -The Employer is;

**Name:**

**Address:**

**The Project Manager is;**

**Name:**

**Address:** Ministry of Youths & Sports  
P.O. Box 19-20400,  
Bomet

The name (and identification number) of the Contract is;  
**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

The works consist of;

**AS PER DRAWINGS, SPECIFICATIONS AND BILLS OF QUANTITIES.**

The start date shall be;  
**AGREED WITH THE PROJECT MANAGER**

The Intended Completion Date for the whole of the works shall be; **FROM COMMENCEMENT DATE**

The following documents also form part of the Contract;  
**AS LISTED IN CLAUSE 2.1 OF THE CONDITIONS OF CONTRACT**

The Contractor shall submit a revised program for the works within 21 days of delivery of the letter of Acceptance.

The Site Possession Date shall be;  
**AGREED WITH THE PROJECT MANAGER**

The Site is located in...

The Defects Liability period is 180 days  
Other Contractors, utilities etc., to be engaged by the Employer on the Site  
Copyright: Chief Quantity Surveyor



## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

Include those for the execution of;

1. **PLUMBING AND DRAINAGE WORKS**
2. **ELECTRICAL WORKS**

The minimum insurance covers shall be

1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractors faulty design is \_\_\_\_\_ NIL " \_\_\_\_\_ Kenya Shillings
2. The minimum cover for loss or damage to Equipment is \_\_\_\_\_ NIL " \_\_\_\_\_ Kenya Shillings
3. The minimum for insurance of other property is **5,000,000.00-** Kenya Shillings
4. The minimum cover for personal injury or death insurance
  - For the Contractors employees is **5,000,000.00** Kenya Shillings
  - And for other people is **5,000,000.00** Kenya Shillings

The following events shall also be Compensation Events:

1. **NON-OTHER THAN AS DEFINED IN THE CONDITIONS OF CONTRACT**
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

The period between Program updates is  30  days

The amount to be withheld for late submission of an updated Program is **FULL CERTIFICATE** The proportion of payments retained is  10%  percent of the contract sum.

The Price Adjustment Clause;  
**SHALL NOT APPLY**

The liquidated damages for the whole of the Works is Kshs. **50,000.00(Per week)**

The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price—5%— percent (%)

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

The Completion Period for the Works is\_96\_ [Weeks]

The rate of exchange for calculation of foreign currency payments is;  
**SHALL NOT APPLY.**

The schedule of basic rates used in pricing by the Contractor is as:  
**ISSUED BY THE JOINT BUILDING COUNCIL (KENYA) THIRTY DAYS BEFORE THE DATE OF SUBMISSION OF TENDERS.**

Advance Payment;  
**THERE SHALL BE NO ADVANCE PAYMENT ' .**

The Bidder should submit **ONLY ONE (1 NO,) ORIGINAL COPY** of the Bills of Quantities and not Two (2No.) as -indicated in clause 4.1 of the Instructions To Tenderers

**Amount of Tender Security is Kshs 2% of contract sum.**  
**(Note; This amount should be one (1) percent of the value of the Works)**

The name and Address of the Employer for the purposes of submission of tenders

**TO**

**TENDER NO :CGB/DSSYS/002/2019/20**

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY.**

.....  
**The tender opening date and time is....12.00PM .....**

**The amount of performance security shall be 5percent (%) of Contract Price] from recognized bank of financial institution/insurance recognized in Kenya.**

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

## **PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

### STANDARD FORMS

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

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

**FORM OF INVITATION FOR TENDERS**

\_\_\_\_\_ [Date]

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

Dear Sirs:

*Reference:* **PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY** [Contract Name]

You have been prequalified to tender for the above project.

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

A complete set of tender documents may be purchased by you from \_\_\_\_\_  
\_\_\_\_\_  
*[mailing address, cable/telex/facsimile numbers],*

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

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

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

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

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

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

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

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

**FORM OF TENDER**

**TO:**

.....  
(Name of Employer)

\_\_\_\_\_ (Date)

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY.**

(Name of Contract)

Dear Sir,

In accordance with 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) Kshs  
\_\_\_\_\_ (Amount in words)

We undertake, if our tender is accepted, to commence the works as soon as is reasonably possible after the receipt of the Project Managers notice commence, and to complete the whole of the works comprised in the contract within the time stated in the Appendix to conditions of contract.

**We agree to abide by this tender until.....day of..... 20 .....**and it shall remain binding upon us and may be accepted at any time before that date.

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.

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 Contractor)

of \_\_\_\_\_ (Address of Contractor)

Witness, Name \_\_\_\_\_

Address \_\_\_\_\_  
Signature \_\_\_\_\_

Date \_\_\_\_\_

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

**LETTER OF ACCEPTANCE**  
**[Letterhead paper of the Employer]**

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

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

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated \_\_\_\_\_

for the execution of \_\_\_\_\_

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

of Kshs.' \_\_\_\_\_ [amount in figures 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

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

**FORM OF AGREEMENT**

*Bills of Quantities*

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

**AGREED CONTRACT SUM KSH.....**

FOR AND ON BEHALF OF THE CONTRACTOR/TENDERER

FULL NAME OF THE  
CONTRACTOR'S  
AUTHORIZED REPRESENTATIVE \_\_\_\_\_

WITNESS

TITLE \_\_\_\_\_ NAME  
\_\_\_\_\_

BINDING SIGNATURE \_\_\_\_\_ ADDRESS  
\_\_\_\_\_

DATE \_\_\_\_\_  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NAME OF THE FIRM \_\_\_\_\_ STAMP -----  
-----

FOR AND ON BEHALF OF THE EMPLOYER

WITNESSED BY:

NAME \_\_\_\_\_ NAME  
\_\_\_\_\_

ADDRESS \_\_\_\_\_

TITLE \_\_\_\_\_



**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

SIGNATURE \_\_\_\_\_  
BINDING SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_  
DATE \_\_\_\_\_

*Proposed Developments for  
Copyright: Chief Quantity Surveyor*

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

**FORM OF TENDER SECURITY**

WHEREAS ..... (hereinafter called the Tenderer) has submitted his tender dated ..... for the construction of

..... (*name of Contract*)

JMOW ALL PEOPLE by these presents that WE ..... Having our registered office at.....

hereinafter called the Bank), are bound unto ..... (hereinafter called the Employer) in the sum of Kshs. .... for which payment well and truly to be made to the said Employer, the Bank binds itself, as successors and assigns by these presents sealed with the common seal of the said Bank this ..... day of 20.....

THE CONDITIONS of this obligation are:

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

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

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

**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 recognized 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 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: \_\_\_\_\_

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### PERFORMANCE BOND

This Bond, We \_\_\_\_\_ of (or whose registered office is situated  
] \_\_\_\_\_  
as Principal (hereinafter called the Contractor) and \_\_\_\_\_  
of [or whose registered office is situated  
^s Surety (hereinafter called the Surety), are held and firmly bound unto  
\_\_\_\_\_ of [or whose registered office is situated  
at] \_\_\_\_\_  
As Oblige (hereinafter called the Employer) in the amount of Kshs. \_\_\_\_\_ [*amount of  
Bond in figures'/Kenya Shillings \_\_\_\_\_  
'amount of Bond in words*], for the payment of which sum well and truly, the Contractor and the Surety  
bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally,  
firmly by these  
presents.

WHEREAS the Contractor has entered into a Contract with the Employer dated the \_\_\_\_\_ day of  
20 \_\_\_\_\_ for the execution of  
*name of Contract*] in accordance with the Contract documents, Specifications and amendments thereto,  
which to le extent herein provided for, are by reference made part hereof and are hereinafter referred to  
as the Contract.

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

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

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

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

- 3) pay the Employer the amount required by the Employer to complete the Contract in  
accordance with

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

its terms and conditions up to a total not exceeding the amount of this Bond.

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

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

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

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

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

On behalf of \_\_\_\_\_ On behalf of \_\_\_\_\_

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

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

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

Address \_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### QUALIFICATION INFORMATION

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

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: \_\_\_\_\_

#### 2. Total annual volume of construction work performed in the last five years.

Volume \_

Currency Value

#### 3. Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also most 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

\_\_\_\_\_

#### 4. Major items of Contractors Equipment proposed for carrying out the Works.

List all information requested below. Refer also to clause 1.7(c) of the Instructions to Tenderers.  
of Equipment    Description, Make and age (years)    Condition (new, good, poor) and number reliable  
Owned, leased (from whom?), or to be purchased (from whom?)

#### 5. Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to clause 1.5(e) of the Instructions to Tenderers and Clause 9.1 of the "Definitions of Contract.

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

#### 6. Proposed subcontracts and firms involved. Refer to Clause 7.1 of the conditions of Contract.

Section of the works    Value of subcontract    Subcontractor (name and address)    Experience in similar work:- \_\_\_\_\_ (etc) \_\_\_\_\_

#### 7. Financial reports for the last five years: balance sheets, profit and loss statements, auditor' report, etc. list below and attach copies.

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

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

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

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

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1.11. Proposed program (work method and schedule) in compliance with requirement of clause 1.3 of the Instructions to Tenderers. Descriptions, drawings and charts, as necessary, to comply with the requirements of the tendering documents, 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.

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

**TENDER QUESTIONNAIRE**

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 tenderers representative to be contacted on matters of the tender during the tender period.

.....

6. Details of Tenderers 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 Tender \_\_\_\_\_

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



**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

**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 License 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:

Name in full	Nationality	Citizenship	Details	Shares
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 the director as follows:

Name in full	Nationality	Citizenship	Details*	Shares
1.	.....	.....	.....	.....

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

2.....

3.....

4.....

**Part2(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 above information is correct.

.....

(*Title*)

.....

(*Signature*)

.....

(*Date*)

Attach proof of citizenship

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

**DETAILS OF SUB-CONTRACTORS**

If the Tenderer wishes to sublet any portion 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-contractors 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-contractors experience

of similar works carried out

in the last 3 years with

Contract value

.....

.....

\_\_\_\_\_  
[Signature of Tenderer]

\_\_\_\_\_  
Date

**PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

**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

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### SPECIFICATIONS AND PRICING NOTES

#### **GENERAL ITEMS Materials Generally**

A.1 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 Specification has been published shall conform with the latest edition thereof 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 specification.

#### **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 with the British Standards 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.

## **PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

### **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 carting remaining material 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, tuff, soft rock, boulders or whatever other subsoil is encountered except hard rock as defined below.

#### **B.3 Foundation Excavations ' ;**

a) The foundation trenches and column bases shall be excavated to the 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 measurements 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 drawings or as instructed by the Engineer, then he shall at his own expense fill in 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 nor 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**

## **PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

### **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 tons smooth wheeled roller or a 2 tons vibrating roller until all movement ceases and 100% C.B.R. is obtained.

### **li) 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 any termite nests found within the perimeter of the building and within 20 metres 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 stretched 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 concreting.

## **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 thereupon 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.

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### 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



## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### CONCRETEWORK

#### 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 9B.S. B110 parts I &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 of a brand and source approved by the Engineer and shall comply with the requirements of K.S.02-21. A manufacturers certificate of test in accordance with K.S.Q2-21 shall be supplied for each consignment delivered to the Site.

#### C.4 Aggregate

Aggregates shall conform with 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 requirements but is dirty or adulterated in any manner it shall be screened and/or washed with clean water at the Contractors 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

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### 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 fine aggregate Per 50 kg. bag of cement	0.12	0.16
--	------	------

Cubic metres of coarse aggregate Per 50kg bag of cement	0.24	0.32
--	------	------

Max. size of coarse aggregate 40mm\* 40mm\*  
\*or 20mm for blinding concrete where described.

Where batching is by volume, approved gauge boxes of 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 minimum shear, viz, vertical at, or near rnicspans of slabs, ribs and deems.

### C.9 Faulty Concrete

Any concrete which fails to comply with these Preambles, or which shows signs or setting before it is placed shall be taken out and removed from the bite, where concrete is found to be defective after it has set the concrete shall be cut out and replaced in accordance with the Engineers instructions. On 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.

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### 10 Steel reinforcement

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

Hot rolled MS for the  
Reinforcement of concrete      KS 02-22

Hot rolled MS for the  
Reinforcement of concrete      KS 4449

Cold worked H.Y, steel for the  
Reinforcement of 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 to detailed or directed by the Engineer.

#### C.13 Formwork

The method and system of formwork which the Contractor proposed 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 material.

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.

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### WALLING

#### 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 BS 890 Class A for non-hydraulic lime. The lime to 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 stone shall comply with the requirements 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.

## **PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

### **D.7 Wall Ties**

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

Wall ties shall be provided at 450mm centers both vertically and 900mm centres horizontally and shall be staggered when used to connect two leaves of unbounded 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.

## **PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

### **GLAZING**

#### **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.

##### **E.4 Obscured Glass**

To be of type described and as approved Architect.

##### **E.5 Putty**

a) The putty for glazing to wood sashes is to be linseed oil putty all as B.S. 644.

### **Workmanship**

##### **E.7 General**

Glazing of all types in ail locations shall be carefully executed by artisans skilled in this type of work and in conformance with the recommendations of CP 152. Glazing shall be carefully fitted so that it is not subject to pressure and stresses imposed by being an overtight fit within framing.

### **METALWORK, 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 the 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.

##### **A 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.

## **PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

### **F.5 Galvanized Sheet Steel**

To be No.24 S.W.G. of approved manufacture to B.S. 2989 of quality mild steel sheets cold rolled close annealed patent flattened and hot dip galvanized.

### **F.6 Stainless Steel**

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

### **F.7 Steel Grilles**

Steel Grilles shall be manufactured from section conforming with 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 Architects satisfaction. F.10

### **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 9:1:4), 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.

## PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY

### FLOOR, WALL AND CEILING FINISHINGS

#### 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.

##### GA 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 insitu finishing of floor finishing bedded in mortar, shall be left rough from the screeding board.



## **PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

**Floated beds** for inflexible floor finishing bedded in mastic, shall be left with a plain textured surface.

**Trowelled beds** for flexible finishing shall be finished smooth and free from score marks, grooves or depressions. .

**Screened backings** for insitu wall finishing or wall finishing bedded in mortar shall be scratched for key. Floated backings for inflexible wall finishing fixed with adhesive shall be left with a plain surface.

**Trowelled backings** for flexible 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.

### **Preparation of surfaces**

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

## **PAINTING AND DECORATING**

### **MATERIALS**

#### **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.

## **PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

Where it is not evident 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 Contractors expense.

### **H.4 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.5 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.6 Emulsion paint**

Emulsion paint (interior and/or exterior), shall have a P.V.A. base and shall be of an approved brand. The first coat shall be thinned in accordance with the manufactures instructions. Where described as applied externally, the paint shall incorporate an approved fungicide to prevent fungus growth.

### **H.7 Black bituminous paint**

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

### **H.8 Primer for iron and steelwork**

Primer for iron and steelwork shall be:- ,

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

### **H.9 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.10 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 blockwork 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.

## **PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

### **H.35 Iron and steel ,**

Before fixing, ail 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 Fiberboard**

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

### **H.39 Plywood**

Surfaces of plywood to be painted shall 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 the whole surface shall be rubbed down and all dust brushed off.

## **PROPOSED CONSTRUCTION OF TEGAT SPORTS ACADEMY**

### **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 4.2 Standard of workmanship**

Prior to the commencement of internal or external decoration, areas not exceeding 50 square metres 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.

## **14 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 so described, and if permission is granted, such application shall not result in extra cost to the Employer.