



REPUBLIC OF KENYA

MINISTRY OF LAND, PUBLIC WORKS, HOUSING AND URBAN DEVELOPMENT THE PROPOSED BOREHOLE DRILLING AND EQUIPPING WORKS

AT KISII POLYTECHNIC.

W.P ITEM NO. RWN/DI064/KNP/SW//01/2025

TENDER DOCUMENT FOR

**SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF A
BOREHOLE DRILLING AND EQUIPPING WORKS.**

CLIENT

KISII NATIONAL POLYTECHNIC

P. O. BOX 222-40200

KISII

PROJECT MANAGER

REGIONAL WORKS OFFICER

STATE DEPARTMENT FOR PUBLIC WORKS

P.O BOX 821-40100

KISUMU

ARCHITECT

REGIONAL ARCHITECT

STATE DEPARTMENT FOR PUBLIC WORKS

P.O BOX 821-40100

KISUMU

MECHANICAL ENGINEER

REGIONAL MECHANICAL ENGINEER (BS)

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QUANTITY SURVEYOR

REGIONAL QUANTITY SURVEYOR

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KISUMU

STRUCTURAL ENGINEER

REGIONAL STRUCTURAL ENGINEER

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ELECTRICAL ENGINEER

REGIONAL ELECTRICAL ENGINEER.

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MAY, 2025

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SECTION I

INVITATION FOR TENDERS

Tender reference No:

Tender Name: The Proposed Borehole Drilling and Equipping at Kisii National Polytechnic – Kisii County

1.1 **Kisii National Polytechnic** invites sealed tenders for the construction of The Proposed Borehole Drilling and Equipping.

1.2 Interested eligible candidates may obtain further information and inspect tender documents at **Supply Chain Department, Kisii National Polytechnic**, during normal working hours.

1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of KSh 1,000 in cash or Bankers Cheque payable to:

The Principal,
Kisii National Polytechnic,
P. O. Box 222-40200,
Kisii-Kenya.

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

1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at , **Kisii National Polytechnic Administration Block Professor Maranga** so as to be received on or before **25th June 2025**.

1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at (as per Invitation letter)

SECTION II

INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS.

1. 1. 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 auditor's reports for the past five years;
 - (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

- (h) authority to seek references from the tenderer's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and
- (j) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

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

- (a) the tender shall include all the information listed in clause 1.5 above for each joint venture partner;
- (b) the tender shall be signed so as to be legally binding on all partners;
- (c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (d) one of the partners will be nominated as being in charge, 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 cash flow for the Contract;
- (b) experience as main contractor in the construction of at least one project whose nature and complexity is equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);

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

- 1.13 The price to be charged for the tender document shall not exceed Kshs. 5,000/=
- 1.14 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2. Tender Documents

2.1 The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 2.4.

- (a) These Instructions to Tenderers
- (b) Form of Tender and Qualification Information
- (c) Conditions of Contract
- (d) Appendix to Conditions of Contract
- (e) Specifications
- (f) Drawings
- (g) Bills of Quantities
- (h) Forms of Securities

2.2 The tenderer shall examine all **Instructions, Forms** to be filled and **Specifications** in the tender documents. Failure to furnish all information required by the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderer's risk and may result in rejection of his tender.

2.3 A prospective tenderer making an inquiry relating to the tender documents may notify 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 Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

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

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

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English language.
- 3.2 The tender submitted by the tenderer shall comprise the following:
- (a) 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 in the amount and form specified in the appendix to invitation to tenderers. This shall be in the amount not exceeding 2 percent of the tender price
- 3.8 The format of the Tender Security should be in accordance with the form of Tender Security included in Section G - Standard forms or any other form acceptable to 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
 - (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 authorised to sign on behalf of the tenderer, pursuant to Clause 1.5 (a) or 1.6 (b), as the case may be. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.16 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

- 3.17 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.
- 3.18 The tender security shall be in the amount of **0.5 – 2 per cent** of the tender price.

4. Submission of Tenders

- 4.1 The tenderer shall seal the original and all copies of the tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as "**ORIGINAL**" and "**COPIES**" as appropriate. The inner and outer envelopes shall:
- (a) be addressed to 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 tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 3.13 and 4.1, with the outer and inner envelopes additionally marked "**MODIFICATION**" and "**WITHDRAWAL**", as appropriate. No tender may be modified after the deadline for submission of tenders.
- 4.5 Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender

or as extended pursuant to Clause 3.6 may result in the forfeiture of the Tender Security pursuant to Clause 3.11.

- 4.6 Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with Clause 4.4 or be included in the original tender submission.

5. Tender Opening and Evaluation

5.1 The tenders will be opened by 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 Employer's representatives who are present during the opening shall sign a register evidencing their attendance.

5.2 The tenderers' names, the tender prices, the total amount of each tender and of any alternative tender (if alternatives have been requested or permitted), any discounts, tender modifications and withdrawals, the presence or absence of Tender Security, and such other details as may be considered appropriate, will be announced by 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 Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.

5.4 To assist in the examination, evaluation, and comparison of tenders, 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 Employer's rights or the tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

5.6 If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

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

- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of 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 Builder's Work (i.e. Corrected tender sum less P.C. and Provisional Sums)
- (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

- (f) the amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.11.
- 5.8 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 Day works 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.

6. Award of Contract

6.1 Subject to Clause 6.2, the award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be (a) eligible in accordance with the provision of Clauses 1.2, and (b) qualified in accordance with the provisions of clause 1.7 and 1.8.

6.2 Notwithstanding clause 6.1 above, 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 15% of the original contract price.
- 6.13 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.
- 6.14 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.15 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 6.16 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

7. Corrupt and Fraudulent practices

- 7.1 The procuring entity requires that tenderers observe the highest standards of ethics during procurement process and execution of contracts. A tenderer shall sign a

declaration that he has not and will not be involved in corrupt and fraudulent practices.

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following appendix to instructions to tenderers shall complement or amend the provisions of the instructions to tenderers (Section II). Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instructions to Tenderers Reference	Particulars of appendix to instructions to tenderers
Clause 1.5,1.7	As per attached Evaluation criteria
Clause 1.13	The price to be charged for the tender document shall be KShs. 1,000/=
Clause 3.6	The bid validity period shall be: 120 calendar days.
Clause 3.7	A Bid Security shall be required. The amount and currency of the bid security shall be: Kenya Shillings One Hundred Thousand (KShs. 100,000.00) only. Form: Guarantee from a Bank or an Insurance Company approved by Public Procurement Regulatory Authority (PPRA).
Clause 4.1	In addition to the original bid , the number of copies is: Nil (0) copy.
Clause 6.12	Delete 15% and substitute with 25%

TENDER EVALUATION CRITERIA

After tender opening, the tenders will be evaluated in **4 stages**, namely:

1. Preliminary Evaluation;
2. Technical Evaluation;
3. Financial Evaluation; and
4. Recommendation for Award.

This stage of evaluation shall involve examination of the mandatory requirements as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document.

NO.	PARAMETERS / REQUIREMENTS	COMPLIANT / NON - COMPLIANT
M1	Must be licensed by the NCA as follows: <u>Class</u> <u>Category</u> 1. Mechanical----- NCA 8 and above 2. Electrical and Solar Power Generator and Photovoltaic Cell Installation NCA 8 and above Must attach valid NCA registration certificates for each of the two classes of registration above.	
M2	1. A copy of valid certificate of Registration/ Incorporation, 2. Current CR12 3. Valid business/trade permit.	
M3	A copy of current/valid tax compliance certificate issued by KRA including VAT/PIN Certificate.	
M4	The Form of power of attorney shall be duly filled, signed and stamped.	
M5	Must fill the price schedule/BOQS in the format provided.	
NO.	PARAMETERS / REQUIREMENTS	COMPLIANT / NON- COMPLIANT
M6	Must fill the form of tender in the format provided (Prices quoted must be vat inclusive and remain valid for 120 days)	

M7	Must submit duly filled and signed confidential business questionnaire in the format provided.	
M8	Must give evidence of performing similar works, i.e. Plumbing, Fire Protection, Pressed Steel Water Tanks and Air Conditioning in the last three years for at least five (3) reputable clients (copies of contract and completion certificate with their values).	
M9	Must provide qualification and experience of at least Five (5) key members of staff who will manage the assignment. Must include qualification and experience in Plumbing, Fire Protection, Pressed Steel Water Tanks and Air Conditioning Installation Works.	
M10	Must submit Audited Accounts for the last three (3) financial years duly signed and stamped by a Certified Public Accountant	
M11	Interested bidders will be required to provide a Tender Security / Bid Bond of 2% of the bid amount addressed to The Principal, Kisii National Polytechnic from institutions approved by Public Procurement Regulatory Authority (PPRA)	
M12	Must fill, sign and stamp the Self Declaration Forms (R62) provided in the standard forms <ul style="list-style-type: none"> 1. Non-debarment, 2. Compliance with labour laws, 3. Non- engagement in corruption 	
M13	Must ensure that the submitted bid documents are duly serialized/ paginated on each page, well bound and intact.	
M14	The bidder shall provide 1 ORIGINAL copy of the document and Two (2No) other COPIES and be marked as COPY and placed in one envelope. Tender reference and closing date must be quoted on the envelope.	

The tenderers who do not satisfy any of the above mandatory requirements shall be considered Non-Responsive and their tenders will not be evaluated further.

STAGE 2: TECHNICAL EVALUATION

The tender document shall be examined based on clause 2.2 of the Instruction to Tenderers which states as follows:

In accordance with clause 2.2 of Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of

their eligibility under sub clause 2.1 of Instructions to Tenderers and their capability and adequacy of resources to effectively carry out the subject contract.

In order to comply with provisions of clause 2.2 of Instruction to Tenderers, the tenderers shall be required;

- a) To fill the Standard Forms provided in the bid document for the purposes of providing the required information. The tenderers may also attach the required information if they so desire;
- b) To supply equipment/items which comply with the technical specifications set out in the bid document. In this regard, the bidders shall be required to submit relevant technical brochures/catalogues with the tender document, highlighting the Catalogue Numbers of the proposed items. Such brochures/catalogues should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:
 - (i) Standards of manufacture;
 - (ii) Performance ratings/characteristics;
 - (iii) Material of manufacture;
 - (iv) Electrical power ratings; and
 - (v) Any other necessary requirements (Specify).

The bid will then be analysed, using the information in the technical brochures, to determine compliance with General and Particular technical specifications for the works as indicated in the tender document. The tenderer shall also fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Country of Origin, Model/Make/Manufacturer and catalogue numbers of the Items/Equipment they propose to supply.

The award of points considered in this section shall be as shown below:

<u>PARAMETER</u>	<u>MAXIMUM POINTS</u>
-------------------------	------------------------------

(i) Compliance with Technical Specifications	40
(ii) Tender Questionnaire	3
(iii) Key Personnel	12
(iv) Contract Completed in the last Five (5) years	9
(v) Schedules of On-going Projects	4
(vi) Schedules of Contractors Equipment	12
(vii) Audited Financial Report for the last 3 years	6

(viii)	Evidence of Financial Resources -----	9
(ix)	Name, Address and Telephone of Banks (Contractor to provide)-----	3
(x)	Litigation History	2
TOTAL=====		<u>100</u>

The pass-mark under the Technical Evaluation is 70 percent.

The detailed scoring plan shall be as shown in Table 1.

TABLE 1: Technical Evaluation

ITEM	DESCRIPTION	POINTS SCORED	MAXIMUM SCORE	
1	Compliance with Technical Specifications <ul style="list-style-type: none"> Compliant40 Non-compliant ----- ----- 0 (Note: Tender Evaluation Committee to carryout analysis showing how decision on this requirement has been arrived at)			40
2	Tender Questionnaire Form <ul style="list-style-type: none"> Completely filled 3 Not filled 0 			3
ITEM	DESCRIPTION	POINTS SCORED	MAXIMUM SCORE	
3	Key Personnel (Attach evidence)			

	Director of the firm • Holder of degree in relevant Engineering field 4 • Holder of diploma in relevant Engineering field 3 • Holder of certificate in relevant Engineering field 2 • Holder of trade test certificate in relevant Engineering field 1 • No relevant certificate 0		4	12
	At least 1No. degree/diploma holder of key personnel in relevant field • With over 10 years relevant experience 4 • With over 5 years relevant experience 2 • With under 5 years relevant experience 1		4	
	At least 1No certificate holder of key personnel in relevant field • With over 10 years relevant experience 2 • With over 5 years relevant experience 1 • With under 5 years relevant experience 0.5		2	
	At least 2No artisan (trade test certificate in relevant field) • Artisan with over 10 years relevant experience-2 • Artisan with under 10 years relevant experience--- 1 • Non skilled worker with over 10 years relevant experience 0		2	

4	Contracts completed in the last five (5) years (Max of 3No. Projects)- Provide Evidence • Project of similar nature, complexity or magnitude 3 • Project of similar nature but of lower value than the one in consideration 2 • No completed project of similar nature 0			9
ITEM	DESCRIPTION	POINTS SCORED	MAXIMUM SCORE	

5	On-going projects – Provide Evidence <ul style="list-style-type: none"> No Project of similar nature, complexity and magnitude 4 Three and below Projects of similar, nature complexity and magnitude 3 Four and above Projects of similar nature, complexity and magnitude 2 			4
6	Schedule of contractors equipment and transport (proof or evidence of ownership/Lease)			12
	a) Relevant Transport <ul style="list-style-type: none"> Means of transport (Vehicle) 6 No means of transport 0 		6	
	b) Relevant Equipment <ul style="list-style-type: none"> Has relevant equipment for work being tendered 6 No relevant equipment for work being tendered 0 		6	
7	Financial Report			

	a) Audited financial report (last three (3) years) <ul style="list-style-type: none"> Average Annual Turn-over equal to or greater than the cost of the project 4 Average Annual Turn-over above 50% but below 100% of the cost of the project 3 Average Annual Turn-over below 50% of the cost of the project 1 			4
--	--	--	--	---

	b) Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc) • Has financial resources to finance the - projected monthly cash flow* for three months ----- 9 • Has financial resources equal to the projected monthly cash flow* -----6 • Has financial resources less the projected monthly cash flow* -----3 • Has not indicated sources of financial resources -----0			9
--	--	--	--	---

ITEM	DESCRIPTION	POINTS SCORED	MAXIMUM SCORE	
8	Name, Address and Telephone of Banks (Contractor to provide) • Information Provided ----- 3 • No Information Provided ----- 0			3
9	Litigation History • Duly Filled -----2 • Not filled ----- 0			2
	TOTAL			100

Any bidder who scores 70 points and above shall be considered for further evaluation.

*Monthly Cash Flow =Tender Sum/Contract Period in months

STAGE 3 - FINANCIAL EVALUATION

Upon completion of the technical evaluation a detailed financial evaluation shall follow.

The evaluation shall be in **three stages**

- a) Determination of Arithmetic errors
- b) Comparison of Rates; and
- c) Consistency of the Rates.

A) Determination of Arithmetic Errors

Arithmetic Errors will be corrected by the Procuring Entity as follows:

- i) 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 Bills of Quantities, the amount as stated in the Form of Tender shall prevail.
Pursuant to Section 82 of the Public Procurement and Asset Disposal Act 2015, the tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity;
- ii) Error correction factor shall be computed by expressing the difference between the amount and the corrected tender sum as a percentage of the corrected contract works (i.e. corrected tender sum less P.C; and Provisional Sums);

- iii) The Error correction factor shall be applied to all contract works (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

B) Comparison of rates

Items that are under- priced or overpriced may indicate potential for non-delivery and front loading respectively. The committee shall promptly write to the tenderer asking for detailed breakdown of costs for any of the quoted items, relationship between those prices, proposed construction/installation methods and schedules.

The evaluation committee shall evaluate the responses and make an appropriate recommendation to the procuring entity giving necessary evidence. Such recommendations may include but not limited to:

- (i) Recommend no adverse action to the tenderer after a convincing response;
- (ii) Employer requiring that the amount of the performance bond be raised at the expense of the successful tenderer to a level sufficient to protect the employer against potential financial losses;
- (iii) Recommend non-award based on the response provided and the available demonstrable evidence that the scope, quality, completion timing, administration of works to be undertaken by the tenderer, would adversely be affected or the rights of the employer or the tenderers obligations would be limited in a substantial way.

C) Consistency of the Rates

The evaluation committee will compare the consistency of rates for similar items and note all inconsistencies of the rates for similar items.

STAGE 4 - RECOMMENDATION FOR AWARD

The successful bidder shall be the tenderer with the lowest evaluated tender price.

SECTION III CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. Definitions

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

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

"Compensation Events" are those defined in Clause 24 hereunder.

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

"The Contract" means the agreement entered into between 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 Contractor's Tender" is the completed tendering document submitted by the Contractor to the Employer.

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

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

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

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

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

“Project Manager” is the person named in the Appendix to Conditions of Contract (or any other competent person appointed by 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.

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.

3. Language and Law

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

4 Project Manager's Decisions

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

5 Delegation

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

6 Communications

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

7 Subcontracting

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

8 Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities etc. as listed in the Appendix to Conditions of Contract and also with 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.

9 Personnel

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

10 Works

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

11 Safety and Temporary Works

11.1 The Contractor shall be responsible for the design of temporary works. However before erecting the same, he shall submit his designs including specifications and drawings to the Project Manager and to any other relevant third parties for their approval. No erection of temporary works shall be done until such approvals are obtained.

11.2 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary works and all drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before they can be used.

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

12. Discoveries

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

13. Work Program

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

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

14. Possession of Site

14.1 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.

15. Access to Site

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

16. Instructions

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

17. Extension or Acceleration of Completion Date

17.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Work, which would cause the Contractor to incur additional cost. The Project Manager shall decide whether and by how much to extend the Intended Completion Date **within 21 days** of the Contractor asking the Project Manager in writing for a decision upon the effect of a Compensation Event or variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay caused by such failure shall not be considered in assessing the new (extended) Completion Date.

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

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.

19. Early Warning

19.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the Work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate

of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

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

20. Defects

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

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

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

21. Bills of Quantities

- 21.1 The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rate in the Bills of Quantities for each item.
- 21.2 If the final quantity of the Work done differs from the quantity in the Bills of Quantities for the **particular item** by more than **25 percent** and provided the

change exceeds **1 percent** of the Initial Contract price, the Project Manager shall adjust the rate to allow for the change.

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

22. Variations

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

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

22.3 If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

22.4 If the Contractor's quotation is unreasonable, the Project Manager may order the variation and make a change to the Contract price, which shall be based on the Project Manager's own forecast of the effects of the variation on the Contractor's costs.

22.5 If the Project Manager decides that the urgency of varying the Work would prevent a quotation being given and considered without delaying the Work, no quotation shall be given and the variation shall be treated as a Compensation Event.

22.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

22.7 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

23. Payment Certificates, Currency of Payments and Advance Payments

23.1 The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.

23.2 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed; materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.

23.3 Payments shall be adjusted for deductions for retention. 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 overdue.

23.4 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

23.5 Items of the Works for which no rate or price has been entered in will not be paid for by 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 a changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.

23.7 In the event that an advance payment is granted, the following shall apply: -

- a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.
- b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to 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:

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

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

X^1 = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.

X^{11} = the amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80% but not less than 20%.

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

24. Compensation Events

24.1 The following issues shall constitute Compensation Events:

- (a) 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.

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.

25. Price Adjustment

- 25.1 The Project Manager shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.

- 25.2 The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provisions in the Contract Bills of Quantities or Specifications) for permanent incorporation in the Works. Unless otherwise stated in the Contract, if at any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Project Manager shall assess the net difference in the cost of such materials. Any amount from time to time so assessed shall be added to or deducted from the Contract Price, as the case may be.

- 25.3 Unless otherwise stated in the Contract, the Contract Price shall be deemed to have been calculated in the manner set out below and in sub-clauses 25.4 and 25.5 and shall be subject to adjustment in the events specified thereunder;

- (i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
- (ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the

Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.

- (iii) No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

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

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

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

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

26. Retention

26.1 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.

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

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 days beyond the date of issue of the Certificate of Completion.

29. Day works

29.1 If applicable, the Day works 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 Day works 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 Day works subject to obtaining signed Day works forms.

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.
- 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 to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 30.6 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

31. Completion and taking over

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

32. Final Account

- 32.1 The Contractor shall issue the Project Manager with a detailed account of the total amount that the Contractor considers payable to him by 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.

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.

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.

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.

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 disfavor 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.

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.

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.

SECTION IV: APPENDIX TO CONDITIONS OF CONTRACT

Conditions of Contract Reference	Particulars of appendix to Conditions of Contract
Definitions	
Clause 1.1	The Employer is; - The Principal, Kisii National Polytechnic, P.O. Box 222-40200, Kisii- Kenya.

Clause 1.1	The Project Manager is; - The Regional Works Officer- Nyanza Region, State Department for Public Works, P.O. Box 821-40100, Kisumu
Clause 1.1	The name (and identification number) of the Contract is; - THE PROPOSED BOREHOLE DRILLING AND EQUIPPING AT KISII NATIONAL POLYTECHNIC Tender No. :
Clause 1.1	The Start Date shall be: AGREED WITH THE PROJECT MANAGER
Clause 1.1	The Site is located within KISII NATIONAL POLYTECHNIC – KISII COUNTY
Interpretation	
Clause 2.3	The following documents also form part of the Contract: Documents listed in clause 2.3 conditions of contract
Other Contractors	
Clause 8.1	Other Contractors, utilities etc., to be engaged by the Employer on the Site include those for the execution of; NONE

Work Program	
Clause 13.1	The Contractor shall submit a revised program for the Works within Seven (7No) days of delivery of the Letter of Acceptance
Clause 13.1	The period between Program updates is thirty (30No) days.
Clause 13.1	The amount to be withheld for late submission of an updated Program is WHOLE CERTIFICATE

Possession of Site	
Clause 14.1	The Site Possession Date shall be AGREED WITH THE PROJECT MANAGER.
Bills of Quantities	
Clause 21.2	The schedule of basic rates used in pricing by the Contractor is as attached [Contractor to attach]. NOT APPLICABLE
Payment Certificates, Currency of Payments and Advance Payments	
Clause 23.6	The Contract Price shall be stated in Kenya Shillings. The rate of exchange for calculation of foreign currency payments is NOT APPLICABLE
Clause 23.7	Advance Payment shall not be granted.
Compensation Events	
Clause 24.1	The following events shall also be Compensation Events: Those listed in the conditions of contract.
Price Adjustment	
Clause 25	The Price Adjustment Clause SHALL NOT apply
Retention	
Clause 26.1	The proportion of payments retained is: Ten (10%) percent. The Limit of Retention is: Ten (10%) percent.
Clause 26.1	The Defects Liability period is 180 days
Liquidated damages	

Clause 27	The liquidated damages for the whole of the Works is KShs. 10,000.00 (per week or part thereof)
Securities	
Clause 28.1	The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price- Five (5%) percent.
Liability and Insurance	
Clause 30	<p>The minimum insurance covers shall be;</p> <ol style="list-style-type: none"> 1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is the entire contract 2. The minimum cover for loss or damage to Equipment is KShs 1,000,000 3. The minimum for insurance of other property is KShs 2,000,000 4. The minimum cover for personal injury or death insurance <ul style="list-style-type: none"> • For the Contractor's employees is AS PER THE APPLICABLE LAWS IN KENYA • And for other people is KShs 2,000,000
Completion and taking over	
Clause 31.1	The Intended Completion Date for the whole of the Works shall be as per the Acceptance Letter.

SECTION V - SPECIFICATIONS

GENERAL MECHANICAL SPECIFICATIONS

2.01 General

This section specifies the general requirement for plant, equipment and materials forming part of the contract Works and shall apply except where specifically stated elsewhere in the Specification or on the Contract Drawings.

2.02 **Quality of Materials**

All plant, equipment and materials supplied as part of the contract Works shall be new and of first class commercial quality, shall be free from defects and imperfections and where indicated shall be of grades and classifications designated herein.

All products or materials not manufactured by the contractor shall be products of reputable manufacturers and so far as the provisions of the Specification is concerned shall be as if they had been manufactured by the contractor.

Materials and apparatus required for the complete installation as called for by the Specification and Contract Drawings shall be supplied by the contractor unless mention is made otherwise.

Materials and apparatus supplied by others for installation and connection by the contractor shall be carefully examined on receipt. Should any defects be noted, the contractor shall immediately notify the Engineer.

Defective equipment or that damaged in the course of installation or tests shall be replaced as required to the approval of the Engineer.

2.03 **Regulations and Standards**

The contract Works shall comply with the current editions of the following:

- a) The Kenya Government Regulations.
- a) The United Kingdom Institution of Electrical Engineers (IEE) Regulations for the Electrical Equipment of Buildings.
- b) The United Kingdom Chartered Institute of Building Services Engineers (CIBSE) Guides.
- c) British Standard and Codes of Practice as published by the British Standards Institution (BSI)
- e) The County Government By-laws.
- f) The Electricity Supply Authority By-laws.
- g) Local Authority By-laws.
- h) The Kenya Building Code Regulations.
- i) The Kenya Bureau of Standards

2.04 **Electrical Requirements**

Plant and equipment supplied under this contract shall be complete with all necessary motor starters, control boards, and other control apparatus. Where control panels incorporating several starters are supplied they shall be complete with a main isolator.

The supply power up to and including local isolators shall be provided and installed by the Electrical contractor. All other wiring and connections to equipment shall form part of this contract and be the responsibility of the contractor.

The contractor shall supply three copies of all schematic, cabling and wiring diagrams for the Engineer's approval.

The starting current of all electric motors and equipment shall not exceed the maximum permissible starting currents described in the Kenya Power and Lighting Company (KPLC) By-laws.

All electrical plant and equipment supplied by the Sub-contractor shall be rated for the supply voltage and frequency obtained in Kenya, that is 415 Volts, 50Hz, 3-Phase or 240Volts, 50Hz, 1-phase.

Any equipment that is not rated for the above voltages and frequencies shall be rejected by the Engineer.

2.05 **Transport and Storage**

All plant and equipment shall, during transportation be suitably packed, crated and protected to minimise the possibility of damage and to prevent corrosion or other deterioration.

On arrival at site all plant and equipment shall be examined and any damage to parts and protective priming coats made good before storage or installation.

Adequate measures shall be taken by the Sub-contractor to ensure that plant and equipment do not suffer any deterioration during storage.

Prior to installation all piping and equipment shall be thoroughly cleaned.

If, in the opinion of the Engineer any equipment has deteriorated or been damaged to such an extent that it is not suitable for installation, the contractor shall replace this equipment at his own cost.

2.06 **Site Supervision**

The Contractor shall ensure that there is an English-speaking supervisor on the site at all times during normal working hours.

2.07 **Installation**

Installation of all special plant and equipment shall be carried out by the contractor under adequate supervision from skilled staff provided by the plant and equipment manufacturer or his appointed agent in accordance with the best standards of modern practice and to the relevant regulations and standards described under Clause 2.03 of this Section.

2.08 **Testing**

2.08.1 General

The Contractor's attention is drawn to Part 'C' Clause 1.38 of the "Preliminaries and General Conditions".

2.08.2 Material Tests

All material for plant and equipment to be installed under this contract shall be tested, unless otherwise directed, in accordance with the relevant B.S Specification concerned. For materials where no B.S. Specification exists, tests are to be made in accordance with the best modern commercial methods to the approval of the Engineer, having regard to the particular type of the materials concerned.

The contractor shall prepare specimens and performance tests and analyses to demonstrate conformance of the various materials with the applicable standards. If stock material, which has not been specially manufactured for the plant and equipment specified is used, then the contractor shall submit satisfactory evidence to the Engineer that such materials conform to the requirements stated herein in which case tests of material may be partially or completely waived.

Certified mill test reports of plates, piping and other materials shall be deemed acceptable.

2.08.3 Manufactured Plant and Equipment – Work Tests

The rights of the Engineer relating to the inspection, examination and testing of plant and equipment during manufacture shall be applicable to the Insurance Companies or Inspection Authorities so nominated by the Engineer.

The contractor shall give two week's notice to the Engineer of the manufacturer's intention to carry out such tests and inspections.

The Engineer or his representative shall be entitled to witness such tests and inspections. The cost of such tests and inspections shall be borne by the contractor. Six copies of all test and inspection certificates and performance graphs shall be submitted to the Engineer for his approval as soon as possible after the completion of such tests and inspections.

Plant and equipment which is shipped before the relevant test certificate has been approved by the Engineer shall be shipped at the contractor's own risk and should the test and inspection certificates not be approved, new tests may be ordered by the Engineer at the contractor's expense.

2.08.4 Pressure Testing

All pipe work installations shall be pressure tested in accordance with the requirements of the various sections of this Specification. The installations may be tested in sections to suit the progress of the works but all tests must be carried out before the work is buried or concealed behind building finishes. All tests must be witnessed by the Engineer or his representative and the contractor shall give 48 hours notice to the Engineer of his intention to carry out such tests.

Any pipe work that is buried or concealed before witnessed pressure tests have been carried out shall be exposed at the expense of the contractor and the specified tests shall then be applied.

The contractor shall prepare test certificates for signature by the Engineer and shall keep a progressive and up-to-date record of the section of the work that has been tested.

2.09 **Colour Coding**

Unless stated otherwise in the Particular Specification all pipe work shall be colour coded in accordance with the latest edition of B.S 1710 and to the approval of the Engineer or Architect.

2.10 **Welding**

2.10.1 Preparation

Joints to be made by welding shall be accurately cut to size with edges sheared, flame cut or machined to suit the required type of joint. The prepared surface shall be free from all visible defects such as lamination, surface imperfection due to shearing or flame cutting operation, etc., and shall be free from rust scale, grease and other foreign matter.

2.10.2 Method

All welding shall be carried out by the electric arc processing using covered electrodes in accordance with B.S. 639.

Gas welding may be employed in certain circumstances provided that prior approval is obtained from the Engineer.

2.10.3 Welding Code and Construction

All welded joints shall be carried out in accordance with the following Specifications:

a) Pipe Welding

All pipe welds shall be carried out in accordance with the requirements of B.S.806.

b) General Welding

All welding of mild steel components other than pipework shall comply with the general requirements of B.S. 1856.

2.10.4 Welders Qualifications

Any welder employed on this contractor shall have passed the trade tests as laid down by the Government of Kenya.

The Engineer may require to see the appropriate to see the appropriate certificate obtained by any welder and should it be proved that the welder does not have the

necessary qualifications the Engineer may instruct the contractor to replace him by a qualified welder.

PARTICULAR SPECIFICATIONS

1. GENERAL

Site Location: Kisii National Polytechnic, L/R No.: Kisii Municipality/Block

III/252. **Coordinates:** Latitude- S00° 41' 5.4" S and Longitude- E34°46'57.1"

Elevation: 1739 M above sea level.

The borehole will be used to supply clean, reliable and sufficient water for domestic usage within Kisii National Polytechnic.

Borehole drilling shall be carried out in accordance with the recommendations of the Hydrogeological & Geophysical Report for Kisii National Polytechnic (Jogoo Area), dated March, 2022 (**Attached**). The exact location shall be as directed by the Client Representative (Mr. Wachira – 0711123180).

2. BOREHOLE PUMP

The Contractor shall supply, deliver and install a **solar powered borehole pump** complete with accessories with the following details;

- a) Borehole Depth: **200m**
- b) Minimum Borehole Diameter: **152mm**
- c) Static Water Level: **125.1m (Assumed)**
- d) Pumping Water Level: **127.16m (Assumed)**
- e) Test Pump Output, Qt: **12.1m³ /hr.**
- f) Design Output: **8.47m³ /hr. (70% of Qt)**
- g) Pump Inlet Depth: **180m**
- h) Delivery Point Elevation: **0m**
- i) Tank Elevation: **21m(Assumed)**
- j) Distance to tank: **10m (Assumed)**
- k) Power point: **10m (Assumed)**
- l) Total Dynamic Head: **160.7m**

The Pump shall be centrifugal borehole pump coupled to a 7.5kW 3ph submersible motor. The pump shall deliver 8m³ /hr. of water with pump set at 180m (Actual output will depend upon the borehole water level whilst pumping).

Piping - 2" UPVC in 3m lengths.

Cabling – complete with 4core submersible drop cable providing power to the pump. An underground cable, 4core, shall provide connection to the power point.

Electrodes – the sensor for dry run protection.

The work shall include:

- a) transportation of equipment to the site,
- b) lowering of the pump in the borehole,
- c) power connection through the sunverter,

PARTICULAR AND TECHNICAL SPECIFICATIONS FOR SOLAR SYSTEM.

PART A – ELECTRICAL INSTALLATION WORKS

1. Location of site

The site is located in Kisii National Polytechnic

2. SCOPE OF WORKS

The works to be carried out under this sub-contract comprise supply, installation, testing and commissioning of the following: -

a) Solar Installation works

This shall include Solar Panels, Battery packs, Inverter, Charge controller and cabling.

3. MATERIALS FOR THE WORKS

Materials shall be as specified in Section C and in the Bills of Quantities of this document which shall be read in conjunction with contract drawings. Alternative materials shall be accepted only after approval by the Project Manager.

4. Extent of The Works

The works to be carried out include the supply, delivery, installation, testing, commissioning and leaving in servicing condition the Electrical, Structured Cabling and Solar systems in the proposed Site as herein described in this specification. The works shall include, but not limited to the supply and installation of the following:

- Electrical cabling;
- Solar System

5. Regulation and Standard

The works shall comply with the provisions of the following as necessary and relevant:

- ISO/IEC, CCK, ATM CENELEC 11801
- ANSI/EIA/TIA 56
- Latest Edition of IEE Regulation
- Kenya Bureau of Standards (KEBS)

- Institution of Electrical Engineers (I.E.E) Wiring Regulations
- Current recommendation of CCITT and CC1R
- Electric Power Act and Rules made there under.

6. ELECTRICAL REQUIREMENTS

The equipment to be supplied shall be capable of being operated from 240V AC 50Hz power supply.

7. MANDATORY REQUIREMENTS

- A.** All equipment and materials used shall be standard components that are regularly manufactured and used in the manufacturer's system.
- B.** All systems and components shall have been thoroughly tested and proven in actual use.
- C.** All systems and components shall be provided with the availability of a, 24-hour technical assistance program (TAP) from the manufacturer. The TAP shall allow for immediate technical assistance for either the dealer/installer or the end user at no charge.
- D.** All systems and components shall be provided with a one-day turn around repair express and 24-hour parts replacement. The repair and parts express shall be guaranteed by the manufacturer on warranty and non-warranty items.
- E.** The supplier shall be the manufacturer, or the manufacturer appointed agent (proof to be submitted).
- F.** The Offered system has been installed and commissioned by the supplier in other locations.

PART B.: SOLAR INSTALLATION SYSTEM

2.00 TECHNICAL SPECIFICATIONS

2.01 MINIMUM REQUIREMENTS

This specification defines minimum requirements, but tenderers who offer superior facilities will be considered.

Any tender which does not comply with the minimum requirements will be rejected.

2. 02 BATTERY BANK

Each battery in the battery bank shall be Deep Cycle Lead Acid battery of the flooded type/Sealed Maintenance Free Battery. The Electrolyte shall be Concentrated Sulphuric Acid while the anode (Positive) plate shall be a grid type with each grid holding lead oxide paste as the active electrochemical ingredient and the grid mesh made of pure

lead as current conductor to the terminal. The Cathode (negative) plate shall be of similar construction similarly be of grid type with the paste being of pure lead paste. Several part of positive and negative plates the minimum being suitably interlinked shall form a cell. The battery shall be composed of minimum six cells all interlinked with positive plate connected to negative plates and all terminations of positive and negative plate brought to single termination of positive and negative respectively.

Each battery shall be rated 12V and charge capacity of 200A Hour. When fully charged. Each battery shall be of such construction that during its operation its rate of discharge shall reach a minimum of 80% within 1seconds and 100% within 10 seconds respectively, when operate on full load.

The batteries shall be of long lasting maintenance free capable of a 3 year optimal operation with little or no change of Electrolyte.

The number of batteries in the bank has been predetermined taking into consideration the load requirement, climatic factor, Electricity supply panel's specification, and the type of battery to be supplied. The tenderer is required to supply batteries as specified.

2.03 SOLAR PANEL

Each panel shall be capable of providing power output at maximum solar input (at midday). The minimum power output at the lowest level of sunlight (sunset or cloudy weather shall not be below the specified output.

All panels shall be fixed securely on a platform as shown in Drawings shall the position, and layout of the panel. They shall be installed titled at the specified angle designed to maximum sunlight lowest and such that the entire sun rays are approximately directly perpendicular the panel throughout the day.

2.04 CONDUIT AND TRUNKING

Where the panel supplies Electricity direct through battery

All cables shall be drawn in Heavy gauge PVC conduit concealed in the fabrics of the Building. The conduit runs shall be close from the distribution point to the lighting or power point. The minimum size of conduit shall be 20mm and maximum 32mm.

Not more than two right angle bends shall be allowed in any conduit run without a draw box rectangular conduit run shall terminate on boxes for switches and socket outlets or circular boxes for lighting points.

Terminal boxes with knockouts shall be terminated to the conduit by means of PVC Half Threaded couples with smooth male bushes. Circular Boxes with in-situ sprout shall be terminated to the conduit by means adhesive as Ega weld or equivalent.

Conduit work including all accessories must be installed first before wiring commence. The conduit shall be free from moisture, burrs, and debris. Where single cables of the opposite poles are to run in the same direction they should not be drawn in the same conduit while cables from another pole shall be segregated and drawn in separate conduit and these conduit runs shall be installed parallel up to the conduit and Trunking. The distribution board, conduit system shall be separate from KPLC supply system but the installation shall be similar to AC system.

2.05 ISOLATORS

Modules shall be arranged in interconnected to form an array. Each has **inbuilt diode** to form reverse current flowing to any of the module. Each **Array** shall have an isolator separating the array from each **additional array** or string of series connected modules.

The drawing indicates the position of the isolators among the arrays of modules. At the isolator point the **open circuit voltage VOC** and **short circuit current ISC** for each array can be measured. Both positive and negative poles of each shall be simultaneously isolated.

The isolator shall be of quick make and break time to avoid appreciable arcing at the terminals of the isolator. The contactors of the isolator shall be of copper alloy heat resistant type. All live and neutral terminals shall be shrouded and terminals firmly supported by appropriate insulation material (porcelain Bakelite etc). The isolator shall be rated to isolate currents not exceeding its maximum operating isolate currents current. (30A rated DC current to isolate 30A maximum current).

The isolator shall conform to **KS IEC 60947 – 3:1999** specifications and requirements.

2.06 CABLES

The DC cable length from the panel to the battery or inverter or distribution point shall be short as possible. It would be noted that the short circuit current from a PV module is limited by the internal resistance of the module and is only slightly higher than the normal operating current so fuses are of little use in protecting apparatus, cables, distribution, lighting points or power points supplied from the modules directly. Thus when short circuit occurs in such a system it can continue undetected for along time as long as the panel is exposed to light and can cause fire. Precaution must be taken to ensure safety for the installed solar system.

Minimum lengths of DC cable shall ensure low cost and low voltage drop.

The installation shall be ground fault proof and short circuit proof.

Cables from the modules shall be drawn into conduits and terminated at Distribution Board terminal Blocks. Cables from the batteries shall also be linked to this cable at the terminal blocks.

From the distribution board short lengths of cable shall supply a Consumer Unit. All lighting point and power point final sub-circuits shall be from this consumer unit. All final sub-circuits shall have an isolate switch at the start of the final sub-circuit.

All cables conduits, junction boxes need to be suitable for environment and load carried. Where the cables are to run outdoor, they shall be of resistant to chemical and ultraviolet (UV) light, when run in wet places or clump atmosphere they shall be marine type of cables. The cables shall be protected against sunlight and mechanical damage.

i. CABLE (*types and sizes*)

The size and type of the cable shall be such as to operate and withstand operating temperature range, to withstand the rated current and have acceptable voltage loop.

The following are the type of cables specified

ii. Class 11 Cable

Single core cable with non metallic sheath shall be drawn as a punch with negative and positive drawn in the same conduit.

Single core cables with basic insulation shall be drawn singularly in conduit.

Cables with basic insulation only and earth screened shall be drawn singularly together with cables of the same poles in the same conduit. Cables of opposite pole shall not be drawn in those conduits but segregated and drawn in separate conduits.

The cable size shall be such as to comply with requirements of **IEC 60304 and KS 04 187 - 1987** specification for conductors for nominal cross –section 0.5 mmsq. to 2000mmsq. Which also specifies resistance value of conductors as well as flexible cord?

The number of junctions and interconnections in the final sub-circuit shall be as low as possible. AC cables shall be run or drawn in separate conduits or ways. AC cables shall have different coloring of the insulation from DC.

The color scheme of insulating materials of various cables is shown in the drawing.

All cable conductors shall be of copper and unless otherwise specified.

The current carrying capacity of a cable is largely determined by operating temperature range shall be 25°C to 65°C.

Cables used for string wiring must be selected taking into account higher ambient temperatures than other cables at temperatures behind the modules may exceed 80°C.

The voltage drop from the array to inverter or Distribution board shall not exceed 2.5% of the nominal voltage at the Distribution board or PCU (power conditioning unit).

2.07 PHOTO-VOLTAIC ARRAY

The Photovoltaic(PV) cell shall either be of the three type

- 1) Mono crystalline silicon – made using a slice from a single crystal of silicon
- 2) Polycrystalline silicon cell made from silicon cast in a mould and cells are larger than above
- 3) Thin film amorphous silicon deposited as coating only a few microns thick.

The installer shall state the type of cell the PV module is made from. Note that the mono crystalline silicon cell type is more efficient but more expensive than all the other.

The Poly crystalline silicon cell is both efficient and cheaper while the Amorphous cell is both cheaper but efficient.

Each solar panel shall be composed of silicon cell of size 100mm x 100mm capable of producing 3A at 0.5volts in bright sunshine (1.5watts). These cells are then interconnected in series to make a module panel. It is required that each panel shall have a minimum of 36 cells while a panel of 72 cells shall be of added advantage (more power).

The cells are protected by encapsulating them between a transparent front cover and a backing sheet to form a PV module.

The front cover shall be of low-iron toughened glass and the backing sheet shall be glass or an opaque material. The cells shall be hermetically sealed using silicon (for transparent module or ethylene vinyl acetate (EVA) – (This sandwich is called a laminate)

A flexible PV can be produced by encapsulating the cells in plastic material, the cell being made of amorphous silicon.

The module or laminate sheet can be either be framed to form framed modules or remain or remain unframed (laminates) or constructed as to be Roof tile or cladding of a building.

The PV shall either be opaque type semi – transparent – with cells sandwiched between two sheets of glaze and spaced to allow light through between the cells.

Or

Be translucent (of amorphous cell which are pervious to or allows light to diffuse through

Cells shall either be blue or black in color for better efficient light top power conversion.

Note colored cells reflect more light.

For the purpose of this specification the sizes of the panels shall be as below: -

1) Standard size 100W – 545W Medium...

..... 45W – 80W

Small... 3W- 40W

Panels shall be tested under **Standard Test Conditions (STC)** at 1000W/ M² at air mass of 1.5KG/M³ and cell temperature of 25°C. The result shall be presented in a current/voltage curve or graph.

The nominal peak power for each module as measured in the test in watts peak (WP) shall not be below 16 – 18 Volt range.

Each module shall have at its output terminals Blocking diodes connected in series with a string to protect the module from reverse current flow from either the adjacent module or battery bank.

The panels shall be protected from lightning and surges. The surge protecting devices shall be Circuit Breakers installed at the final output of PV array. It shall protect the array from reverse surges from battery bank or inverters.

Bypass diodes may be placed around a module that is likely to have localized shading. It provides a current path around such a shaded module.

2.08 SOLAR RADIATION

Though Geographical location determines the performance of the solar Energy, the installer shall ensure his panels are properly installed tilted appropriately and oriented such as to minimize receipt of solar radiation.

The orientation of panel shall be approximately due south and at a tilt from the horizontal equal to the latitude of the site minus approximately 20° e.g. say 25° due south.

The tilt and orientation shall ensure at least 90% of the maximum energy is received by the panels.

2.09 SHADING

Shading is ethical and shall be avoided as much as possible. Shading results in significant loss of energy from the panels.

2.10 MISMATCH

All cells in the module must have similar characteristic. Similarly all modules must have similar characteristic as poor quality modules leads to significant loss of energy since the inferior module determines the current.

2.11 TEMPERATURES

Any radiation not converted into electricity is converted to heat. The waste heat can cause temperatures around the modules to rise. At 90°C EVA encapsulate will be damaged. The panel shall be installed raised at least 6 inches above roof, façade etc to allow for natural ventilation of the panel both on the front side and the back side.

The efficiency of the PV cells drops significantly as the temperature of the cell rises

- 0.45% for every degree rise in temperature for mono crystalline silicon
- It is less for amorphous silicon cell – 0.25% care shall be taken to ensure the panels are well ventilated and where this cannot be achieved naturally then mechanical ventilation shall be provided.

2.12 CLEANLINESS

The panels shall be installed tilted to reduce dust accumulation and allow for self cleaning. The panel should be tilted at a minimum 15° to 20°. Dust may cause power reduction of about 10% Tilts also allow for rain cleaning of the panels. However the panels shall be cleaned every month during the 6 months liability period.

2.13 POWER OUTPUT FROM PANELS

It is expected that 1m² of amorphous thin film provide 30-70kwh in a year and 1 m² of mono crystalline film shall provide 60 – 150 Kwh. In a year.

2.14 DISTRIBUTION BOARD – NON-INVERTER SYSTEM

The Distribution Board shall be suitable for DC current application with high rapture cartridge (HRC) fuses installed to offer class 1 protection. The rating of each fuse shall be equal to the current rating of the final sub-circuit cable it protects.

The supply cable from the PV array to the Battery bank and from the battery bank a sub-main cable of the size shown in the drawing shall supply the distribution board. Isolators

shall be placed immediately at termination point of the array and another isolator shall be placed between the Battery Bank and the Distribution board.

2.15 WIRING

The live conductor of the final sub-circuit for lighting point or power point shall emanate from one way of the Distribution board, protected by HRC fuses and looped to switches as switch line. From the switches, the live conductor shall be looped to various lighting points controlled by the switch.

For Ring Main power points the Final sub-circuit shall originate from one way of the Distribution board protected by HRC fuses, looped in each socket outlet and return to the same way thus making a ring circuit.

For lighting point the neutral conductor shall be drawn in separate conduit and looped directly to the terminal of each lighting point controlled by several switches.

For Ring main power points, the neutral conduit shall be looped in similar way to the live conductor.

2.16 INVERTER

Where the PV array are to generate and supply DC power which is to be converted to AC before utilization, then the supply cable from the PV array shall be terminated to an inverter or inverters through DC isolator/Isolators.

The inverter shall have in built maximum power point tracker (MPPT) which varies the input voltage to try and ensure that it operates close to maximum power point (MPP).

The Inverter shall be protected by Surge Arresters and input over voltage relay or circuit breakers. The Inverter shall be a power conditioning unit (PCU) which covert the DC power to AC power and associated control and protection equipment.

One of the two types of Inverter shall be installed: -

- 1) Line commutated – This a single inverter where or the PV array are connected. Care must be taken to improve the power factor and harmonics.
- 2) Self commutated- This type uses their own internal switching (pulse width modulated (PWM)).

All shall comply to electromagnetic compatibility **BS EN 50081** standard and Generic emission standard as well as **BS EN 50082**.

2.17 INVERTER PROTECTION

Inverter shall be protected from PV by either;

- i. Surge protectors.
- ii. Circuit Breakers placed between the PV and Inverter.
- iii. Over-voltage protection between the PV and Inverter to protect the inverter against voltage higher than the rated input.

2.18 PV SYSTEM WITH BATTERY BANK

Where the Battery Banks shall be the source of Solar Energy after being charged by PV array, the installation for Distribution of the power supply shall be as follows:-

From the battery bank sub-main supply cable shall be drawn into Heavy gauge PVC conduits with live conductor being drawn in a separate conduit from the neutral conductor and the cables shall terminate at suitable DC fuse board specified below. The cable shall be protected by a suitable Double pole switch fuse of rating as specified in the drawings. The minimum supply voltage shall be 50V and maximum 150V.

2.19 DISTRIBUTION BOARD – INVERTER SYSTEM

The Distribution shall have adequate ways for Distribution to the various final sub-circuits. The minimum number ways shall be 4 ways. Power points shall be supplied from final sub-circuits that are separate from Lighting point final sub-circuit.

Each final sub-circuit shall be protected by fuses with current rating equivalent to the total current demand of lighting fittings supplied by the circuit.

Each power points final sub-circuit shall also be protected by fuses rated at 20A for ring final sub-circuit. However the rating of Radial power point final sub-circuit shall depend on the power requirement of the appliance, apparatus or equipment it is supplying.

The power requirement of the whole installation has been predetermined and no additional lighting points, appliances, or apparatus or equipment shall be added as load to the installation.

1.20 LIGHTING POINT FINAL SUB-CIRCUIT

Live conductors shall be drawn in separate conduits from neutral conductor to avoid possibility of short circuit between neutral and live poles (conductors). Live conductors shall be looped to switches controlling lighting points while neutral conductors shall be looped to each light fitting supplying the final sub-circuit. See drawing showing the recommended wiring system of DC supply. No termination of cables shall be allowed in junction boxes, inspection boxes etc and all pointing, termination, looping shall be at the either the switch terminals, our lighting fitting terminals.

Lighting point supply cable from the switch shall be drawn in separate or same conduit as the switch supply (switch line) and shall terminate at the lighting point. The installation shall be such that no terminals at the lighting point shall be "Live" when the switch is on "off" position.

2.21 RADIAL FINAL SUB-CIRCUIT

All cables in the Radial Final sub-circuit shall be insulated and sheathed copper conductor of appropriate current rating at supply voltage (50-150V). The rating of the cable shall not be less than the current demand of the equipment apparatus alliance, etc being supplied by the cable.

All the cables, neutral and live shall be drawn in the same conduit. The conduit shall terminate at the conduit box where the socket outlet, fused spur, or a connection plate with cord outlet shall be fixed.

2.22 RING FINAL SUB-CIRCUIT

The installation shall be similar to the Radial Final Sub-circuit except the live and neutral cable will leave one way from DB looped at each power point and return to the same way.

2.23 EARTHING – BATTERY BANK SYSTEM

All switches, socket outlets including their boxes, that are metallic shall be boarded to an earth continuity conductor. All metal enclosure of protective switchgear shall be boarded to the earth continuity conductor.

The supporting structure for the PV array shall also be bonded to earth continuity conductor when the PV system is framed with metallic frame, shall be earthed unless the PV is double insulated in accordance with BS 7671.

The output of the array under any circumstance shall not be connected to earth continuity conductor. The neutral conductor shall not be connected to earth continuity conductor in a Battery Bank supply system.

The earth continuity conductor shall be drawn in separate conduit from line and neutral conductors. At the Distribution board all earth continuity conductor shall be terminated on an Earth bus-bar in the same sequence as that of the live and neutral conductors of the final sub-circuit in which the earth continuity conduit is part.

Earth lead in shall be drawn in a separate conduit installed concealed in the fabric of the building and terminate at Earth Inspection Chamber.

The earth lead shall be of not less than 1.5mm² minimum size of PVC insulated single strand copper conductor. The lead shall be clamped to the copper earth electrode rod to

be driven to the ground. The Earth Inspection Chamber shall be special purpose concrete construction minimum size 300mm x 300mm as shown in the drawing.

2.23 EARTHING –INVERTER SYSTEM

The normal AC earthing method shall be followed when the system is an inverter type. Earthing shall be in accordance to IEE regulation.

3.11 SCOPE OF THE WORKS

The scope of works for installation of the solar system include: -

- i) Installation of a suitable Bank of Batteries in special enclosure ii) Installation of Solar Panels on the support structure iii) Linking the panel with the Battery Bank by suitable sized cables.

3.12 CLIMATIC CONDITIONS

Mean Maximum Temperatures °C

Mean Minimum Temperature °C

Range of Relative humidity..... %

Salt in the atmosphere %

Altitude above sea level... m

Latitude /Longitude° 'S/.....° 'E

Solar Radiation, (month) Mean Max Langleys

Extremely heavy rains fall at certain periods of the year and the contractor shall be deemed to have taken account of this factor both in his prices and his planning of the execution of the contract works.

Equipment de-rating factors for the temperature and altitude shall be stated.

3.13 SPECIFICATIONS DATA

ITEM	DESCRIPTION	PROPOSED SOLUTION (attach brochures)
1	Make/model of panel	

2	Make/model of battery	
3	Capacity of the battery (AH)	
4	Spare parts availability in Kenya	
5	Ambient temperature for operation	
6	Air conditioning requirement	
7	Guarantee period	
8	Delivery period (WKS)	

7.0 BROCHURES AND TECHNICAL LITERATURE

Tenderers must enclose together with their submitted bids brochures detailing technical Literature and specifications of the active components of the Solar system. The brochures shall be used to evaluate the suitability of these components.

Any bid submitted without the brochures shall be considered **technically non-responsive**, and may subsequently be disqualified.

SECTION VI - DRAWINGS

Mechanical Drawings

As shall be issued during project execution.

SECTION VII - BILL OF QUANTITIES

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
1.00.	BILL NO. 1: PRELIMINARIES				
1.01.	PERFORMANCE BOND				
	Allow for Advance Payment Performance Bond, covering full Advance Payment	1	Item		
1.02	METHOD RELATED CHARGES				
	The contractor must allow or describe specific method related charges likely to affect his tender. Each item to be listed individually and the amount required shall be inserted against each item.	1	Item		
1.03.	MOBILISATION, SETTING UP AND DISMANTLING, DEMOBILISATION AND RELATED COSTS				
	i) Mobilisation of drilling unit to site, and demobilisation on completion	1	Item		
	ii) Setting up and dismantling of drilling rig	1	Item		
	iii) Mobilisation of test pumping unit, including all pumping plant, generators, rising main, discharge pipework and all equipment for measurements of discharge, drawdown and recovery, erect, dismantle and demobilise on completion.	1	Item		
	iv) Provide all other plant equipment stores, personnel materials and all required supplies necessary for carrying out and completion of works. Remove from site on completion.	1	Item		
	Sub - Total c/f to Next Page				

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	Sub - Total B/F from Previous Page				
1.05	PROJECT MANAGEMENT EXPENSES				
	i) A provisional sum of Kenya Shillings Two Hundred Thousand for Transport of Project Consultants.	1	Item	200,000.00	200,000.00
	ii) A provisional sum of Kenya Shillings Three Hundred Thousand for Daily Subsistence Allowance (Local Travel) for Project Consultants.	1	Item	300,000.00	300,000.00
	iii) Allow for taxes and profit on items (i) and (ii) above (----- %).	1	Item		
	Total for Bill No. 1: Preliminaries c/f to Summary Page				

	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
2.00.	BILL NO. 2: DRILLING, INSTALLATION, DEVELOPMENT & TESTING PUMPING				
2.01	Drilling of 8" diameter to a maximum of 0-100 m depth	100	Lm		
2.02.	Drilling of 8" diameter between 101 - 200m depth	100	Lm		
2.03.	Sampling and storing of drilling samples at 2m interval	100	No.		
2.04.	Supply and installation of 4.5mm thick, 6" diameter mild steel casing	140	Lm		
2.05.	Supply and installation of 4.5mm thick, 6" diameter mild steel plasma cut screens	60	Lm		
2.06.	Supply and installation of bottom cap	1	No		
2.07.	Supply and installation of Gravel pack	10	CM		
2.08.	Supply and installation of inert backfill	2	CM		
2.09.	Supply and installation of grouting material	2	CM		
2.10.	Well development	8	Hrs		

	Sub - Total C/F to Next Page	
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ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	Sub - Total B/F from Previous Page				
2.11.	Allow for test pumping and recovery measurements including installation and removal of test pumping equipment. Duration for test pumping to be 24hours.	1	Item		
2.12.	Chemical analysis of water sample	1	Item		
2.13.	Recovery Measurements, 24 hours	1	Item		
2.14.	Well disinfection	1	Item		
2.15,	Wellhead capping and lock	1	Item		
2.16.	Standby time	8	Hrs		
	Total for Bill No. 2: Borehole Drilling, Development & Test Pumping c/f to Summary Page				

ITEM	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	BILL NO. 3: BOREHOLE SOLAR PUMP INSTALLATION				
3.01.	Solar Powered Borehole Pump				
	Supply, deliver, install, test and commission 1No. solar powered centrifugal borehole pump coupled to a 7.5kW 3Ø submersible motor. The pump shall deliver 8m ³ /hr. of water with pump set at 180m. The pump shall be complete with all necessary accessories.	1	No.		

3.02.	Control Panel				
	Supply suitable control panel for the pump in 3.01 above.	1	No.		
3.03.	Sunverter	1	No.		
3.04.	Well probe sensor	1	No.		
3.05.	350W 24VDC Solar module	18	No.		
3.06.	Dayliff SSI1000/40 1ST PV disconnect 40A	1	No.		
3.07.	Londex dual core cable.	185	Lm		
3.08.	4MM2 X 4CORE PVC flat submersible cable	185	Lm		
3.09.	1.5MM*2CORE U/G cable	72	Lm		
3.10.	2" UPVC pipe	180	Lm		
3.11.	2" adaptor set	1	No.		
3.12.	Borehole cover 2*6 W/O ball valve	1	No.		
3.13.	2" Non-return valve	1	No.		
3.14.	Adaptor box 4"x 4"x 3"				
	Sub - total C/F to Next Page				

	DESCRIPTION	QTY	UNIT	RATE (KSHS)	AMOUNT (KSHS)
	Sub - total B/F from Previous Page				
3.15.	Lightning arrestor	1	No.		
3.16.	Copper earth cable 6mm	25	Lm.		
3.17.	Twin flat with earth 6MM	25	Lm.		

3.18.	Earth rod c/w clamp.	1	No.		
3.19.	Enclosure	1	Item		
3.20.	2" Water meter	1	No.		
3.21.	Air lines	31	No.		
3.22.	Float switch	1	No.		
3.23.	Cable joint	1	No.		
3.24.	Cooling sleeve	1	Item		
3.25.	Support structure	1	Item		
3.26.	Allow for Brochures, Maintenance Manuals and As- Built Drawings				
	Total for Bill No. 3: Borehole Solar Pump Installation c/f to Summary Page				

MAIN SUMMARY PAGE

ITEM	DESCRIPTION	AMOUNT (KSHS)
1	Total for Bill No. 1: Preliminaries	
2	Total for Bill No. 2: Borehole Drilling, Development & Test Pumping	
3	Total for Bill No. 3: Borehole Solar Pump Installation	
4	Contingency Sum	500,000.00
	Total Borehole Drilling and Equipping Carried to Form of Tender	

Amount in words:

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

Contract Period:

Tenderer's Name and Stamp

Signature: **Date**

Witness Address:

.....
.....
.

Date:

Signature:.....

TECHNICAL SCHEDULE GENERAL NOTES TO THE TENDERER

1.1 The tenderer shall submit technical schedules for all materials and equipment upon which he has based his tender sum.

1.2 The tenderer **must** also submit separate comprehensive descriptive and performance details for all plant apparatus and fittings described in the technical schedules. Manufacturer's literature shall be accepted. Failure to comply with this may have his tender disqualified.

1.3 Completion of the technical schedule shall not relieve the Contractor from complying with the requirements of the specifications except as may be approved by the Engineer.

a) TECHNICAL SCHEDULES

Item	Description	Make	Model	Country of origin
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1	Borehole Pump			
2	Electrical cables			
3	Solar Panel			

SECTION VIII – STANDARD FORMS

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FORM OF INVITATION FOR TENDERS

_____ [date]

To: _____ [name of Contractor]
 _____ [address]

Dear Sirs:

Reference: _____ [Contract Name]

You have been prequalified to tender for the above project.

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

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

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

Upon payment of a non-refundable fee of KShs _____

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

[address and location]

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

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

Yours faithfully,

Authorized Signature

Name and Title **FORM OF**

TENDER

TO: _____ [Name of

Employer) _____ [Date] _____
[Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of KShs. _____ [Amount in figures] Kenya Shillings

_____[Amount in words]
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender for **_120 days_** [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of __20_____

Signature _____ in the capacity of _____

Duly authorized to sign tenders for and on behalf of
_____ [Name of Tenderer]

of _____ [Address of Tenderer]

Witness; Name _____

Address _____

Signature _____

Date _____

LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____ for the
execution of _____

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

Contract Price of KShs. _____ [amount in figures] [Kenya Shillings
_____ (amount in words)] in accordance with the Instructions to
Tenderers is hereby accepted.

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

Authorized Signature

Name and Title of Signatory

Attachment: Agreement

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _20 ____ between _____ of [or whose registered office is situated at] _____ (hereinafter called "the Employer") of the one part AND _____ of [or whose registered office is situated at] _____ (hereinafter called "the Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender

(iii) Conditions of Contract Part I

(iv) Conditions of Contract Part II and Appendix to Conditions of Contract

(v) Specifications

(vi) Drawings

(vii) Priced Bills of Quantities

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature_____

FORM OF TENDER SECURITY

WHEREAS (hereinafter called "the Tenderer") has submitted his tender dated for the construction of **THE PROPOSED BOREHOLE DRILLING AND EQUIPPING AT KISII NATIONAL POLYTECHNIC**.....

... (Name of Contract)

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

THE CONDITIONS of this obligation are:

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

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

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

[Date [

[signature of the Bank]

[Witness]

[Seal]

PERFORMANCE BANK GUARANTEE

To:

The Principal,
Kisii National Polytechnic,
P.O. Box 222-40200,
Kisii-Kenya.

Date.

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 any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification. This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

BANK GUARANTEE FOR ADVANCE PAYMENT

To:

The Principal,
Kisii National Polytechnic,
P.O. Box 222-40200,
Kisii-Kenya.

Date:.....

Gentlemen,

Ref: _____[name of Contract]

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

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

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

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

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

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

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

Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

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

Year	Volume	
	Currency	Value

—

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

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

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

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

			purchased (from whom?)
_____	_____	_____	
_____	_____	_____	
_____ (etc.)			

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

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

(etc.)			_____

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

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

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

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

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

2 Joint Ventures

2.4 The information listed in 1.1 – 1.10 above shall be provided for each partner of the joint venture.

2.5 The information required in 1.11 above shall be provided for the joint venture.

2.6 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture

2.7 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

- a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
- c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer

.....

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

.....

3. Telephone number (s) of tenderer

.....

4. Telex address of tenderer

.....

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

.....

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

.....

.....

Signature of Tenderer

Make copy and deliver to: _____(Name of Employer)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

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

Plot No..... Street/Road

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

Nature of Business.....

Current Trade 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 directors as follows:

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

1.

.....

2.

.....

3.

.....

4.

.....

Part 2(d) – Interest in the Firm:

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

I certify that the information given above is correct.

.....

(Title)

.....

(Signature)

.....

(Date)

☐ Attach proof of citizenship

STATEMENT OF FOREIGN CURRENCY REQUIREMENTS (NOT APPLICABLE)

(See Clause 23] of the Conditions of Contract)

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

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

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

Currency in which foreign exchange element is required:

.....

Date: The Day of 20.....

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

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

(Signature of Tenderer)

DETAILS OF SUB-CONTRACTORS

Where the tenderer is not registered in the relevant category, they will to sublet any
portions of the Works under any heading, and must give below details of the sub-
contractors he intends to employ for each portion including class of registration.

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:

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

.....

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

.....

.....

(2) Portion of Works to sublet:

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

.....

.....

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

.....

[Signature of Tenderer)

Date

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

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

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

(FULL PARTICULARS) _____

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

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

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

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

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

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

Bidder Official Stamp

**UNDERTAKING TO COMPLY WITH LABOUR LAWS AND WAGE REGULATION
GUIDELINES.**

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

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

THAT we shall comply with all labour laws and the minimum wage regulations during the entire period of the contract and understand that failure to meet this requirement at any time during the contract period will be a ground for cancellation of the contract. The key indicators on compliance for this are

- Payment of salaries in time- there should be no complaints from your staff of delayed salaries.
- Procuring entity may make Impromptu request for a tax Compliance certificates from KRA and the same shall be submitted within seven days.
- Procuring entity may make Impromptu request for a Compliance certificates from NSSF and the same shall be submitted within seven days.
- Procuring entity may make Impromptu request for a for Compliance certificate from NHIF and the same shall be submitted within seven days.

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

Bidder's Official Stamp

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

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

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
 ... (insert **name of the Company**) who is a Bidder in respect of
 Tender No. for (insert **tender title/description**) for
 (insert **name of the Procuring entity**) and duly authorized and competent
 to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in
 any corrupt or fraudulent practice and has not been requested to pay any inducement to
 any member of the Board, Management, Staff and/or employees and/or agents of
 ... (insert **name of the Procuring entity**) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered
 any inducement to any member of the Board, Management, Staff and/or employees and/or
 agents of (**name of the procuring entity**)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrupt practice with
 other bidders participating in the subject tender

5. THAT what is deposed to herein above is true to the best of my knowledge information and belief.

.....

(Title)

Bidder's Official Stamp

(Signature)

(Date)