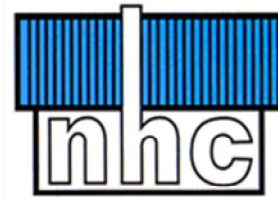


NATIONAL HOUSING CORPORATION



**PROPOSED ELEVATED GRP WATER TANK
AND ASSOCIATED WORKS FOR EPS
FACTORY, MAVOKO – MACHAKOS COUNTY**

TENDER NO. NHC/GRP/012/2021-22

**SUPPLY, DELIVERY, INSTALLATION, TESTING AND
COMMISSIONING OF ELEVATED GLASS FIBRE
REINFORCED PLASTIC WATER TANK AND
ASSOCIATED WORKS FOR NHC EPS FACTORY**

TENDER DOCUMENT

EMPLOYER

NATIONAL HOUSING CORPORATION,
P.O. BOX 30257-00100,
NAIROBI.

PROJECT MANAGER

CHIEF ENGINEER,
NATIONAL HOUSING CORPORATION,
P.O. BOX 30257 – 00100,
NAIROBI.

ARCHITECT

CHIEF ARCHITECT,
NATIONAL HOUSING CORPORATION,
P.O. BOX 30257 – 00100,
NAIROBI.

QUANTITY SURVEYOR

CHIEF QUANTITY SURVEYOR,
NATIONAL HOUSING CORPORATION,
P.O. BOX 30257 – 00100,
NAIROBI.

CLOSING DATE: 19TH MAY 2022 AT 11.00AM

**PROPOSED ELEVATED GLASS FIBRE REINFORCED PLASTIC (GRP)
WATER TANK FOR EPS FACTORY, MAVOKO – MACHAKOS COUNTY**

TENDER AND CONTRACT DOCUMENTS

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SIGNATURE PAGE

FOR

**PROPOSED ELEVATED GRP WATER TANK FOR NHC EPS FACTORY, MAVOKO –
MACHAKOS COUNTY**

The Contract for the aforementioned works entered on the day of 2022 by the undersigned parties refers to these documents; Section I being the Signature page and Financial Proposal, Part A being Instructions to Tenderers', Part B being Contract Preliminaries and Conditions of Contract, Part C being Special Conditions of Contract, Part D being Technical Specifications and Bills of Quantities and Part E being the Contract Form all which shall be read, construed and form part of the said contract.

.....
EMPLOYER	CONTRACTOR
.....
DATE	DATE

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

Should the contractor be in doubt about the precise meaning of any item or figure for any Reason whatsoever, he/she must inform the Quantity Surveyor/Engineer, National Housing Corporation, in order that the correct meaning may be decided before the date for submission of tenders.

These Bills of Quantities are to be read in conjunction with the General and Particular Specifications and if any discrepancy occurs between the Bills and the Specifications then the Bills of Quantities shall take precedence.

No liability will be admitted, or claim allowed, in respect of errors in the contractor's tender due to mistakes in these Bills of Quantities, which should have been rectified in the manner described above.

FORM OF TENDER

**PROPOSED ELEVATED GRP WATER TANK FOR EPS FACTORY, MAVOKO –
MACHAKOS COUNTY**

NOTE: All the Tender Documents sent herewith when completed are to be placed in the enclosed envelope which is to be sealed and sent to the Managing Director, National Housing Corporation, P.O. BOX 30257-00100, NAIROBI, or placed in the tender box on Ground Floor, NHC House, Aga Khan Walk, Harambee Avenue – Nairobi so as to arrive not later than **19th May 2022 at 11.00am**

Tenders will be opened immediately thereafter on the same day and tenderer's are invited to be present.

1. I/We the undersigned, having examined the instruction to tenderer's, Conditions of Contract, Specification and Bills of Quantities for the **Proposed Elevated GRP Water Tank for EPS Factory** hereby tender and offer to execute, complete and maintain the whole of the said works in conformity with the said Conditions of Contract, Specification and Bills of Quantities for the sum of Kenya Shillings

.....
.....

(Kshs..... Cts.....)

2. I/We agree to be bound by and submit to the said Tender and Contract Documents and agree that the rates set down herein shall form a basis for preparation of Payment Certificates and the valuations of variations which may from time to time be ordered in accordance with the Contract Conditions.

3. I/We agree to complete the works within **Weeks** from the date of possession of the site, or within such extended time as the Conditions of Contract provide.

4. It is hereby understood that the National Housing Corporation is not bound to accept the lowest or any tender.

5. I/We agree that this tender shall remain valid and shall not be withdrawn within **one hundred and fifty (150)** days from the date of opening of the tender.
6. I/We agree that this tender being our financial proposal together with your written acceptance thereof and the execution of a formal Agreement shall constitute a binding Contract between ourselves and the Corporation.

Signed:

Name of Firm:

(IN BLOCK LETTERS AND STAMP)

Address:

Date:

In the presence of: -

Witness (Name):

Signature:

Occupation:

Address:

Date:

FORM OF TENDER SECURITY
(BID BOND)

WHEREAS (Hereinafter called
"the Tenderer") has submitted his tender dated for
the

..... (Name of Contract)

KNOW ALL PEOPLE by these presents that WE
having our registered office at
(hereinafter called "the guarantor"), 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 guarantor bind itself, its successors
and assigns by these presents sealed with the Common Seal of the said guarantor this
..... Day 20

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderer's.

Or
2. If the tenderer, having been notified of the acceptance of this 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 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 guarantor not later than the said date.

[Date]

[Signature of the guarantor]

[Witness]

[Seal]

PERFORMANCE BANK GUARANTEE

To (Name of Contractor)
..... (Date)
(Address of Contractor).

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 Contract 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 the 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 Practical Completion of the Contract Works.

SINGNATURE AND SEAL OF THE GUARANTOR:

Name of Bank:

Address:

Date:

PART A

INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS

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INSTRUCTION TO TENDERERS

Note: The Tenderer must comply with the following conditions and instructions and failure to do so is liable to result in rejection of the tender.

GENERAL

1. Definitions

- (a) **"Tenderer"** means any person or persons partnership firm or company submitting a sum or sums in the Bills of Quantities in accordance with the Instructions to Tenderers, Specifications, Drawings and Bills of Quantities for the work contemplated, acting directly or through a legally appointed representative.
- (b) **"Approved Tenderer,"** means the tenderer who is approved by the Employer.
- (c) Any noun or adjective derived from the word **"tender"** shall be read and construed to mean the corresponding form of the noun or adjective **"bid"**. Any conjugation of the verb "tender" shall be read and construed to mean the corresponding form of the verb "bid."
- (d) **"Employer"** means National Housing Corporation.
- (e) **"Contractor"** means the firm contracted to undertake the Installation of an Elevated GRP Water Tank and associated works for EPS Factory.

2. Eligibility and Qualification Requirements

- (a) Major items of construction plant and equipment proposed for use in carrying out the Contract. Only reliable plant in good working order and suitable for the work required of it shall be shown on this schedule. The tenderer will also indicate on this schedule when each item will be available on the Works. Included also should be a schedule of plant, equipment and material to be imported for the purpose of the Contract, giving details of make, type, origin and CIF value as appropriate.
- (b) Details of subcontractors to whom it is proposed to sublet any portion of the Contract and for whom authority will be requested for such subletting in accordance with Clause 4 of the Conditions of Contract.

- (c) A draft Program of Works in the form of a bar chart and Schedule of Payment which shall form part of the Contract if the tender is accepted. Any change in the Program or Schedule shall be subjected to the approval of the Engineer.
- (d) Details of any current litigation or arbitration proceedings in which the Tenderer is involved as one of the parties.

2.1 **Joint Ventures**

Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:-

- (a) The tender, and in case of a successful tender, the Form of Agreement, shall be signed so as to be legally binding on all partners.
- (b) One of the partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.
- (c) The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the Contract including payment shall be done exclusively with the partner in charge.
- (d) All partners of the joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorization mentioned under (b) above as well as in the Form of Tender and the Form of Agreement (in case of a successful tender).
- (e) A copy of the Agreement entered into by the joint venture partners shall be submitted with the tender.

2.2 **Cost of Tendering**

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, regardless of the conduct or outcome of the tendering process.

3. Site Visit

- 3.1 The tenderer is advised to **visit and examine the Site** and its surroundings and obtain for himself on his own responsibility, all information that may be necessary for preparing the tender and entering into a contract. The costs of visiting the Site shall be the tenderer's own responsibility.
- 3.2 The tenderer and any of his personnel or agents will be granted permission by the Employer to enter upon premises and lands for the purpose of such inspection, but only upon the express condition that the tenderer, his personnel or agents, will be responsible for personal injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expenses however caused, which but for the exercise of such permission, would not have arisen.
- 3.3 The Employer shall coordinate a site visit upon reasonable notice. A representative of the Employer will be available to meet the intending tenderers at the Site. Site visits can only be conducted on working days and hours.

Tenderers must provide their own transport. The representative will not be available at any other time for site inspection visits.

TENDER DOCUMENTS

4. Tender Documents

- 4.1 The Tender documents comprise the documents listed here below and should be read together with any Addenda issued in accordance with these instructions to tenderers.
 - a) Form of Invitation for Tenders
 - b) Instructions to Tenderers
 - c) Form of Tender
 - d) Specifications
 - e) Bills of Quantities
- 4.2 The tenderer is expected to examine carefully all instructions, conditions, forms, terms, specifications and drawings in the tender documents. Failure to comply with the requirements for tender submission will be at the tenderer's own risk. Pursuant to Clause 23 of Instructions to Tenderers, tenders which are not substantially responsive to the requirements of the tender documents will be rejected.

- 4.3 All recipients of the documents for the proposed Contract for the purpose of submitting a tender (whether they submit a tender or not) shall treat the details of the documents as “private and confidential”.

5. Clarification of Tender Documents

- 5.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by electronic mail at the Employer’s mailing address indicated in the Invitation to Tender. The Employer will respond in writing to any request for clarification, which he receives earlier than 5 days prior to the expiry of 28 days deadline for the submission of tenders.

Written copies of the Employer’s response (including the query but without identifying the source of the inquiry) will be sent to all prospective tenderers who have purchased the tender documents.

6. Amendment of Tender Documents

- 6.1 At any time prior to the deadline for submission of tenders the Employer may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by issuing Addenda
- 6.2 Any Addendum will be notified in writing or by cable, telex or facsimile to all prospective tenderers who have purchased the tender documents and will be binding upon them.
- 6.3 If during the period of tendering, any circular letters (tender notices) shall be issued to tenderers by, or on behalf of, the Employer setting forth the interpretation to be placed on a part of the tender documents or to make any change in them, such circular letters will form part of the tender documents and it will be assumed that the tenderer has taken account of them in preparing his tender. The tenderer must promptly acknowledge any circular letters he may receive.
- 6.4 In order to allow prospective tenderer's reasonable time in which to take the Addendum into account in preparing their tenders, the Employer may, at his discretion, extend the deadline for the submission of tenders.

PREPARATION OF TENDERS

7. Language of Tender

- 7.1 The tender and all correspondence and documents relating to the tender exchanged between the tenderer and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the tenderer with the tender may be in another language provided they are accompanied by an appropriate translation of pertinent passages in the above stated language. For the purpose of interpretation of the tender, the English language shall prevail.

8. Documents Comprising the Tender

- 8.1 The tender to be prepared by the tenderer shall comprise: The Form of Tender and Appendix thereto, a Tender Surety, the Priced Bills of Quantities and Schedules, and any other materials required to be completed and submitted in accordance with the Instructions to Tenderers embodied in these tender documents. The Forms, Bills of Quantities and Schedules provided in the tender documents shall be used without exception (subject to extensions of the schedules in the same format and to the provisions of Clause 13.2 regarding the alternative forms of Tender Surety).

9. Tender Prices

- 9.1 All the insertions made by the tenderer shall be made in INK and the tenderer shall clearly form the figures. The relevant space in the Form of Tender and Bills of Quantities shall be completed accordingly without interlineations or erasures except those necessary to correct errors made by the tenderer in which case the erasures and interlineations shall be initialled by the person or persons signing the tender.
- 9.2 A price or rate shall be inserted by the tenderer for every item in the Bills of Quantities whether the quantities are stated or not. Items against which no rate or price is entered by the tenderer will not be paid for by the Employer when executed and shall be deemed covered by the rates for other items and prices in the Bills of Quantities.

The prices and unit rates in the Bills of Quantities are to be the full [all-inclusive] value of the work described under the items, including all costs and expenses which may be necessary and all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based.

All duties and taxes and other levies payable by the Contractor under the Contract or for any other cause as of the date 28 days prior to the deadline for the submission of tenders, shall be included in the rates and prices and the total tender prices submitted by the Tenderer.

Each price or unit rate inserted in the Bills of Quantities should be a realistic estimate for completing the activity or activities described under that particular item and the tenderer is advised against inserting a price or rate against any item contrary to this instruction.

Every rate entered in the Bills of Quantities, whether or not such rate is associated with a quantity, shall form part of the Contract. The Employer shall have the right to call for any item of work contained in the Bills of Quantities, and such items of work to be paid for at the rate entered by the tenderer and it is the intention of the Employer to take full advantage of unbalanced low rates.

- 9.3 Unless otherwise specified the tenderer must enter the amounts total to arrive at the tender amount.
- 9.4 The rates and prices quoted by the tenderer are not subject to adjustment during the performance of the Contract.
- 9.5 All the rates to be inclusive of all taxes (including **VAT** and **withholding income tax**)

10. Currencies of Tender

- 10.1 Tenders shall be priced in Kenya Shillings and the tender sum shall be in Kenya Shillings.

11. Tender Validity

- 11.1 The tender shall remain valid and open for acceptance for a period of **one hundred and fifty (150) days** from the specified date of tender opening or from the extended date of tender opening (in accordance with Clause 7.4 here above) whichever is the later.
- 11.2 In exceptional circumstances prior to expiry of the original tender validity period, the Employer may request the tenderer for a specified extension of the period of validity. The request and the responses thereto shall be made in writing or electronic. A tenderer may refuse the request without forfeiting his Tender Surety. A tenderer agreeing to the request will not be required nor permitted to modify his tender, but will be required to extend the validity of his Tender Surety correspondingly.

12. Tender Surety

12.1 The tenderer shall furnish as part of his tender, a Tender Surety in the amount of **Kshs. 100,000.00**

12.2 The unconditional Tender Surety shall be in Kenya Shillings and be in form of a certified cheque, a bank draft, an irrevocable letter of credit or a guarantee from a reputable Bank or insurance company approved by the Employer located in the Republic of Kenya.

The format of the Surety shall be in accordance with the sample form of Tender Surety included in these tender documents; other formats may be permitted subject to the prior approval of the Employer. The Tender Surety shall be valid for **thirty (30) days** beyond the tender validity period.

12.3 Any tender not accompanied by an acceptable Tender Surety will be rejected by the Employer as non-responsive.

12.4 The Tender Sureties of unsuccessful tenderers will be returned as promptly as possible but not later than twenty eight (28) days after concluding the Contract execution and after a Performance Security has been furnished by the successful tenderer. The Tender Surety of the successful tenderer will be returned upon the tenderer executing the Contract and furnishing the required Performance Security.

12.5 The Tender Surety shall be forfeited:

(a) if a tenderer withdraws his tender during the period of tender validity:

Or

(b) in the case of a successful tenderer, if he fails to furnish the necessary Performance Security

13. No Alternative Offers

13.1 The tenderer shall submit an offer which complies fully with the requirements of the tender documents.

Only one tender may be submitted by each tenderer either by himself or as partner in a joint venture.

- 13.2 The tenderer shall not attach any conditions of his own to his tender. The tender price must be based on the tender documents. The tenderer is not required to present alternative construction options and he shall use without exception, the Bills of Quantities as provided, with the amendments as notified in tender notices, if any, for the calculation of his tender price.

Any tenderer who fails to comply with this clause will be disqualified.

14. Format and Signing of Tenders

- 14.1 The tenderer shall prepare his tender as outlined in Clause 9 above and mark appropriately one set "**ORIGINAL**" and the other "**COPY**".
- 14.2 The copy of the tender and Bills of Quantities shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer. Proof of authorization shall be furnished in the form of the written power of attorney which shall accompany the tender. All pages of the tender where amendments have been made shall be initialled by the person or persons signing the tender.
- 14.3 The complete tender shall be without alterations, interlineations or erasures, except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialled by the person or persons signing the tender.
- 14.4 The tender document shall be clearly paginated and serialised.

SUBMISSION OF TENDERS

15. Sealing and Marking of Tenders

- 15.1 The tenderer shall seal the original and copy of the tender in separated envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY**". The envelopes shall then be sealed in an outer envelope.
- 15.2 The inner and outer envelopes shall be addressed to the Employer at the address stated in the Appendix to Instructions to Tenderers and bear the name and identification of the Contract stated in the said Appendix with a warning not to open before the date and time for opening of tenders stated in the said Appendix.

- 15.3 The inner envelopes shall each indicated the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late", while the outer envelope shall bear no mark indicating the identity of the tenderer.
- 15.4 If the outer envelope is not sealed and marked as instructed above, the Employer will assume no responsibility for the misplacement or premature opening of the tender. A tender opened prematurely for this cause will be rejected by the Employer and returned to the tenderer.

16. Deadline for Submission of Tenders

- 16.1 Tenders must be received by the Employer at the address specified in clause 10 of Special Conditions of Contract, and on the date and time specified in the Letter of Invitation, subject to the provisions of Clause 6.4, 17.2 and 17.3.

Tenders delivered by hand must be placed in the "tender box" provided in the office of the Employer.

Proof of posting will not be accepted as proof of delivery and any tender delivered after the above stipulated time, from whatever cause arising will not be considered.

- 16.2 The Employer may, at his discretion, extend the deadline for the submission of tenders through the issue of an Addendum in accordance with Clause 6, in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline shall thereafter be subject to the new deadline as extended.
- 16.3 Any tender received by the Employer after the prescribed deadline for submission of tender will be returned unopened to the tenderer.

17. Modification and Withdrawal of Tenders

- 17.1 The tenderer may modify or withdraw his tender after tender submission, provided that written notice of the modification or withdrawal is received by the Employer prior to prescribed deadline for submission of tenders.

The tenderer's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions for the submission of tenders, with the inner and outer envelopes additionally marked "**MODIFICATION**" or "**WITHDRAWAL**" as appropriate.

- 17.2 No tender may be modified subsequent to the deadline for submission of tenders.
- 17.3 No tender may be withdrawn in the interval between the deadline for submission of tenders and the period of tender validity specified on the tender form. Withdrawal of a tender during this interval will result in the forfeiture of the Tender Surety.
- 17.4 Subsequent to the expiration of the period of tender validity prescribed by the Employer, and the tenderer having not been notified by the Employer of the award of the Contract or the tenderer does not intend to conform with the request of the Employer to extend the period of tender validity, the tenderer may withdraw his tender without risk of forfeiture of the Tender Surety.

TENDER OPENING AND EVALUATION

18. Tender Opening

- 18.1 The Employer will open the tenders in the presence of the tenderers' representatives who choose to attend at the time and location indicated in the Letter of Invitation to Tender. The tenderers' representatives who are present shall sign a register evidencing their attendance.
- 18.2 Tenders for which an acceptable notice of withdrawal has been submitted, pursuant to clause 17, will not be opened. The Employer will examine the tenders to determine whether they are complete, whether the requisite Tender Sureties have been furnished, whether the documents have been properly signed and whether the tenders are generally in order.
- 18.3 At the tender opening, the Employer will announce the tenderer's names, total tender price, tender price modifications and tender withdrawals, if any, the presence of the requisite Tender Surety and such other details as the Employer, at his discretion, may consider appropriate. No tender shall be rejected at the tender opening except for late tenders.
- 18.4 The Employer shall prepare minutes of the tender opening including the information disclosed to those present.
- 18.5 Tenders not opened and read out at tender opening shall not be considered further for evaluation, irrespective of the circumstances.

19. Process to be Confidential

- 19.1 After the public opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations concerning the award of Contract shall not be disclosed to tenderers or other persons not officially concerned with such process until the award of Contract is announced.
- 19.2 Any effort by a tenderer to influence the Employer in the process of examination, evaluation and comparison of tenders and decisions concerning award of Contract may result in the rejection of the tenderer's tender.

20. Clarification of Tenders

- 20.1 To assist in the examination, evaluation and comparison of tenders, the Employer may ask tenderer's individually for clarification of their tenders, including breakdown of unit prices. The request for clarification and the response shall be in writing or by electronic mail, 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 arithmetical errors discovered by the employer during the evaluation of the tenders in accordance with Clause 23.
- 20.2 No Tenderer shall contact the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the Employer, he shall do so in writing.

21. Determination of Responsiveness

- 21.1 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender is substantially responsive to the requirements of the tender documents.

- 21.2 For the purpose of this clause, a substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tender documents without material deviation or reservation and has a valid bank guarantee. A material deviation or reservation is one which affects in any substantial way the scope, quality, completion timing or administration of the Works to be undertaken by the tenderer under the Contract, or which limits in any substantial way, inconsistent with the tender documents, the Employer's rights or the tenderer's obligations under the Contract and the rectification of which would affect unfairly the competitive position of other tenderers who have presented substantially responsive tenders.
- 21.3 Each price or unit rate inserted in the Bills of Quantities shall be a realistic estimate of the cost of completing the works described under the particular item including allowance for overheads, profits and the like. Should a tender be seriously unbalanced in relation to the Employer's estimate of the works to be performed under any item or groups of items, the tender shall be deemed not responsive.
- 21.4 A tender determined to be not substantially responsive will be rejected by the Employer and may not subsequently be made responsive by the tenderer by correction of the non-conforming deviation or reservation.

22. Correction of Errors

Tenders determined to be substantially responsive shall be checked by the Employer for any arithmetic errors in the computations and summations. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will govern.
- (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 adjustment will be made to the entry containing that error.
- (c) Tenders with major arithmetic errors shall be considered financially non responsive.

23. Evaluation and Comparison of Tenders

- 23.1 The Employer will evaluate only tenders determined to be substantially responsive to the requirements of the tender documents in accordance with Clause 29.
- 23.2 In evaluating 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 22.
 - (b) Excluding Provisional Sums and provision, if any, for Contingencies in the Bills of Quantities, but including Day works where priced competitively.
- 23.3 The Employer reserves the right to accept any variation, deviation or alternative offer. Variations, deviations, alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in the accrual of unsolicited benefits to the Employer, shall not be taken into account in tender evaluation.
- 23.4 If the lowest evaluated tender is seriously unbalanced or front loaded in relation to the Employer's estimate of the items of work to be performed under the Contract, the Employer may require the tenderer to produce detailed price analyses for any or all items of the Bills of Quantities, to demonstrate the relationship between those prices, proposed construction methods and schedules. After evaluation of the price analyses, the Employer may require that the amount of the Performance Security set forth in Clause 26 be increased at the expense of the successful tenderer to a level sufficient to protect the Employer against financial loss in the event of subsequent default of the successful tenderer under the Contract.

AWARD OF CONTRACT

24. Award

- 24.1 The Employer will award the Contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price subject to possessing the capability and resources to effectively carry out the Contract Works.

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

25. Notification of Award

25.1 Prior to the expiration of the period of tender validity prescribed by the Employer, the Employer will notify the successful tenderer by cable, telefax or telex and confirmed in writing by registered letter that his tender has been accepted. This letter (hereinafter and in all Contract documents called "Letter of Acceptance") shall name the sum (hereinafter and in all Contract documents called "the Contract Price") which the Employer will pay to the contractor in consideration of the execution and completion of the Works as prescribed by the Contract.

25.2 Notification of award will constitute the formation of the Contract.

25.3 Upon the furnishing of a Performance Security by the successful tenderer to the Employer, the unsuccessful tenderer's will promptly be notified that their tenders have been unsuccessful.

26. Performance Guarantee

26.1 Within twenty eight [28] days of receipt of the notification of award from the Employer, the successful tenderer shall furnish the Employer with a Performance Security in an amount equal to **10%** of the award Contract Sum.

27.2 The Performance Security to be provided by the successful tenderer shall be an unconditional Bank Guarantee issued at the tenderer's option by an established and a reputable Bank approved by the Employer and located in the Republic of Kenya.

27.3 Failure of the successful tenderer to lodge the required Performance Security shall constitute a breach of Contract and sufficient grounds for the annulment of the award and forfeiture of the Tender Security and any other remedy under the Contract. The Employer may then award the Contract to the next ranked tenderer.

27. ADVANCE PAYMENT

No advance or mobilization payments shall be made either for constructional plant, tools and materials or any other purpose in this Contract.

28. TENDER OPENING AND EVALUATION

The tenders will be opened by the Procuring Entity, including modifications made pursuant to Clause 6, 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 as evidencing their attendance.

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

Tenders will be subjected to Preliminary, Technical and Financial Evaluation according to the criteria below;

29. TENDER EVALUATION CRITERIA

29.1 PRELIMINARY EVALUATION

The tenderer must provide the following documents in their tender. A firm shall fail preliminary evaluation and be subjected to automatic disqualification if it does not provide any of the following mandatory requirements;

- i. Certified Copy of valid NCA registration in Pressed Steel and Glass Fibre Reinforced Plastic Water Tanks installations, NCA Category 5 and above.
- ii. Certified Copy of a valid Tax Compliance Certificate.
- iii. Certified Copy of current Business Permit.
- iv. Evidence of firm shareholding i.e. certified copies of CR 12 or any other supporting documentation.
- v. Original Bid security in the amount and form stated in the tender document **(Kshs. 100,000.00)**

- vi. Integrity declaration that the Tenderer will not be involved in corrupt and fraudulent practices (See Form in Part E of the tender document).
- vii. Declaration that the Tenderer has not been debarred from participating in public procurement (See Form in Part E of the tender document).

29.2 TECHNICAL EVALUATION (100 Marks)

Firms that pass preliminary evaluation will be subjected to Technical Evaluation that carries a total of **100 Marks** distributed as below:-

- a.) Works of a similar nature and magnitude (pressed steel/GRP water tanks installation) ongoing and/or undertaken in the last five (5) years. Attach supporting evidence (Letter of Award, Certificate of Practical Completion, Certificate of Making Good Defects etc.) **(30 Marks)**
 - o Evidence of completion of five projects of similar nature, above Kshs. 5M (each project 6 marks)
 - o Evidence of completion of five projects but below Kshs. 5M, (each project 3 marks)
 - o Evidence of award only for five projects, (each project 2 marks)
- b.) Technical catalogue: Manufacturers catalogue attached, showing source and technical details of GRP tank plates that the bidder proposes to supply and assemble, and that meets specifications – **(10 Marks)**
- c.) Evidence of financial resources to undertake the project, such as certified Bank Statement(s) for the last six months or Letters of Credit/overdraft facilities from reputable commercial banks – **(20 Marks)**
 - o Bank statements/Letter of Credit/overdraft facilities above Kshs. 5M (20 Marks)
 - o Between Kshs. 3M - 5M - (10 marks)
 - o Below Kshs. 3M – (5 marks)
- d.) Program of Works, qualifications and experience of key personnel proposed for the works. Attach supporting evidence **(20 Marks)**
 - o Project/Contracts Manager with requisite competency & experience in similar works (at least 3 years experience) – (8 Marks)
 - o Technician with adequate relevant experience in similar works (at least 3 years experience) – (8 Marks)
 - o Program of works – (4 Marks)

e.) Major items of contractor's plant and equipment proposed for the works. Attach supporting evidence of ownership such as copies of Logbooks or commissioned Lease Agreements, etc **(20 Marks)**

- Trucks/Pickups (at least one) - 10 marks
- Crane/hoisting equipment (at least one) - 10 marks

Firms that attain **70 Marks** and above in the Technical Evaluation shall qualify for Financial Evaluation. Firms that score below 70 marks will be adjudged technically non responsive and will not proceed to Financial Evaluation.

29.3 FINANCIAL EVALUATION

The Financial Evaluation will entail the following:

- i. Checking for arithmetic errors: Tenders with arithmetic errors in excess of 5.0% of the tender sum shall be declared financially non responsive. Note that the tender sum shall not be adjusted or amended in line with Section 82 of the Procurement Act of 2015.
- ii. Comparison and analysis of submitted tender sums
- iii. The responsive tenderer with the lowest evaluated tender price will be considered for contract award, subject to other conditions in this tender document. One of the conditions being due diligence to satisfy the employer on bidders capacity and competence.

30. CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name:

.....

Location of business premises; Country/Town:

.....

Plot No: Street/Road:

Postal Address:

Tel No:

Nature of Business:

Current Trade Licence No: Expiring date:

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

Kshs.

Name of your bankers:

Branch:

Part 2

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	Shares.
1.....		
2.....		
3.....		

Part 2(d) – Interest in the Firm:

Is there any person/persons in **The National Housing Corporation** 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

PART B

**CONTRACT PRELIMINARIES & GENERAL
CONDITIONS**

CONTRACT PRELIMINARIES AND GENERAL CONDITIONS

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CONTRACT PRELIMINARIES AND GENERAL CONDITIONS

1.01 Examination of Tender Documents

The tenderer is required to check the number of pages of this document and should he find any missing or indistinct, he must inform the Engineer at once and have the same rectified. All tenderer's shall be deemed to have carefully examined the following:

- a) Work detailed in the Specification and in the Contract Drawings (if any).
- b) The Republic of Kenya Document "General Conditions of Contract for Electrical and Mechanical Works".
- c) Other documents to which reference is made.

He shall also be deemed to have included for any expenditure which may be incurred in conforming to the above items (a), (b), (c) and observe this expense as being attached to the Contract placed for the whole or any part of the work.

The tenderer shall ensure that all ambiguities, doubts or obscure points of detail, are clarified by the Engineer before submission of his tender, as no claims for alleged deficiencies in the information given shall be considered after this date.

1.02 Discrepancies

The contractor shall include all work either shown on the Contract Drawings or detailed in the specifications. No claim or extra cost shall be considered for works, which have been shown on the drawings or in the specification alone.

Should the drawing and the specification appear to conflict, the contractor shall query the points at the time of tendering and satisfy himself that he has included for the work intended, as no claim for extra payment on this account shall be considered after the Contract is awarded.

1.03 Conditions of Sub-contract Agreement

Any sub-contractor shall be required to enter into a sub-contract with the Main Contractor. The Conditions of the Contract between the Main Contractor and the sub-contractor as hereinafter defined shall be the latest edition of the Agreement and Schedule of Conditions of Kenya Association of Building and Civil Engineering Contractors as particularly modified and amended hereinafter.

For the purpose of this contract the Agreement and Schedule of Conditions and any such modifications and amendments shall read and construed together. In any event of discrepancy the modifications and amendments shall prevail.

1.04 Payment

Payment will be made through certificates to the contractor. All payments will be less retention as specified in the Contract. No payment will become due until materials are delivered to site.

1.05 Definition of Terms

Throughout these contract documents units of measurements, terms and expressions are abbreviated and wherever used hereinafter and in all other documents they shall be interpreted as follows:-

The Employer

The Managing Director
National Housing Corporation
P.O. Box 30257 - 00100
NAIROBI

Engineer

The Chief Engineer
National Housing Corporation
P.O. Box 30257 - 00100
NAIROBI

Architect

The Chief Architect
National Housing Corporation
P.O. Box 30257 - 00100
NAIROBI

Quantity Surveyor

The Chief Quantity Surveyor
National Housing Corporation
P.O. Box 30257 - 00100
NAIROBI

- i. **Contractor:** The term “**Contractor**” or “**Main Contractor**” shall mean the firm or company appointed to carry out the “**Elevated GRP Water Tank Installation and Associated Works**” and shall include his or their heir, executors, assigns, administrators, successors, and duly appointed representatives.
- ii. **Contract Drawings:** The term “**Contract Drawings**” shall mean those drawings required or referred to herein (if any) and forming part of the Bills of Quantities.
- iii. **Working Drawings:** The term “**Working Drawings**” shall mean those drawings required to be prepared by the contractor as hereinafter described.
- iv. **Record Drawings:** The term “**Record Drawings**” shall mean those drawings required to be prepared by the contractor showing “as installed” and other records for the Contract Works.

v. **Abbreviations:**

CM shall mean **Cubic Metre**

SM shall mean **Square Metre**

LM shall mean **Linear Metre**

M shall mean **Metre**

LS shall mean **Lump Sum**

mm shall mean **Millimetres**

No. shall mean **Number**

Kg. shall mean **Kilogramme**

KEBS shall mean **Kenya Bureau of Standards**

BS shall mean. **Current standard British Standard Specification published by the British Standard Institution, 2 Park Street, London W1, England**

“**Ditto**” shall mean the whole of the preceding description in which it occurs. Where it occurs in description of succeeding item it shall mean the same as in the first description of the series in which it occurs except as qualified in the description concerned. Where it occurs in brackets it shall mean the whole of the preceding description, which is contained within the appropriate brackets.

1.06 Site Location

The site of the Contract Works is **NHC EPS Factory at Mavoko – Machakos County**. The tenderer is recommended to visit the site and shall be deemed to have satisfied himself with regard to access, possible conditions, the risk of injury or damage to property on/or adjacent to the site, and the conditions under which the Contract Works shall have to be carried out and no claims for extras will be considered on account of lack of knowledge in this respect.

1.07 Duration of Contract

The contractor shall be required to programme his work in accordance with the set project period (or its revision) to ensure timely completion of work.

1.08 Scope of Works

The contractor shall supply, deliver, unload, hoist, fix, test, commission and hand-over in satisfactory working order the complete installations specified hereinafter and/or as shown on the Contract Drawings attached hereto or provided by the contractor and approved by the Engineer, including the provision of labour, transport and plant for unloading material and storage, and handling into position and fixing, also the supply of ladders, scaffolding the other mechanical devices to plant, installation, painting, testing, setting to work, the removal from site from time to time of all superfluous material and rubbish caused by the works.

The contractor shall supply all accessories, whether of items or equipment to be fixed and commissioned under this Contract.

1.09 Extent of the Contractor's Duties

At the commencement of the works, the contractor shall investigate and report to the Engineer if all materials and equipment to be used in the work and not specified as supplied by the others are available locally. If these materials and equipment are not available locally, the contractor shall at this stage place orders for the materials in question and copy the orders to the Engineer. Failure to do so shall in no way relieve the contractor from supplying the specified materials and equipment in time.

Materials supplied by others for installation and/or connection by the contractor shall be carefully examined in the presence of the supplier before installation and connection. Any defects noted shall immediately be reported to the Engineer.

The contractor shall be responsible for verifying all dimensions relative to his work by actual measurements taken on site.

The contractor shall mark accurately on one set of drawings and indicate all alterations and/or modifications carried out to the designed system during the construction period. This information must be made available on site for inspection by the Engineer.

1.10 Execution of the Works

The works shall be carried out strictly in accordance with:

- a) All relevant Kenya Bureau of Standards Specifications.
- b) All relevant British Standard Specifications and Codes of Practice (hereinafter referred to as B.S. and C.P. respectively).
- c) This Specification.
- d) The Contract Drawings.
- e) The Bye-laws of the Local Authority/County Government
- f) The Engineer's Instructions.

The Contract Drawings and Specifications to be read and construed together.

1.11 Validity of Tender

The tender shall remain valid for acceptance within 150 days from the final date of submission of the tender, and this has to be confirmed by signing the Tender Bond. The tenderer shall be exempted from this Bond if the tender was previously withdrawn in writing to the Employer before the official opening.

1.12 Fixed – Price Contract

This is a fixed-price Contract and the contractor must allow in his tender for the increase in the cost of labour and/or materials during the duration of the Contract. No claims will be allowed for increased costs arising from the fluctuations in duties and/or day to day currency fluctuations. The contractor will be deemed to have allowed in his tender for any increase in the cost of materials which may arise as a result of currency fluctuation during the contract period. The clause in the sub-contract agreement relating to price fluctuation is deleted in its entirety.

1.13 Variation

No alteration to the Contract Works shall be carried out until receipt by the contractor of **written instructions from the Engineer**.

Any variation from the Contract Price in respect of any extra work, alteration or omission requested or sanctioned by the Engineer shall be agreed and confirmed in writing at the same time such variations are decided and shall not affect the validity of the Contract.

Schedule of Unit Rates shall be used to assess the value of such variations. No allowance shall be made for loss of profit on omitted works. The contractor shall be required to competitively price for new items not included in the bills of quantities. The Engineer and Quantity Surveyor shall be under no obligation to accept the prices and/or issue instructions to add.

1.14 Prime Cost and Provisional Sums

A specialist sub-contractor may be nominated by the Engineer to supply and/or install any equipment covered by the Prime Cost or Provisional Sums contained within the contract documents.

The work covered by Prime Cost and Provisional Sums may or may not be carried out at the discretion of the Engineer.

The whole or any part of these sums utilized by the contractor shall be deducted from the value of the Contract price when calculating the Final Account.

1.15 Performance Bond

The tenderer must submit with his tender the name of one Surety who must be an established Bank only who will be willing to be bound to the contractor for an amount equal to 10% of the contract amount as in the Contract as a performance guarantee.

1.16 Insurance

The tenderer shall insure the works and indemnify the contractor against all the risks relating to the contract works in accordance with the Contract.

1.17 Government Legislation and Regulations

The contractor's attention is called to the provision of the Factory Act 1972 and subsequent amendments and revisions, and allowance must be made in his tender for compliance therewith, in so far as they are applicable.

The contractor must also make himself acquainted with current legislation and any Government regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc.

The contractor shall allow for providing holidays and transport for work people, and for complying with Legislation, Regulations and Union Agreements.

1.18 Import Duty and Value Added Tax

The contractor will be required to pay full Import Duty and Value Added Tax on all items of equipment, fittings and plant, whether imported or locally manufactured. The tenderer shall make full allowance in his tender for all such taxes

1.19 Insurance Company Fees

Attention is drawn to the tenderer's to allow for all necessary fees, where known, that may be payable in respect of any fees imposed by Insurance Companies or statutory authorities for testing or inspection.

No allowance shall be made to the contractor with respect to fees should these have been omitted by the tenderer due to his negligence in this respect.

1.20 Suppliers

The contractor shall submit names of any supplier for the materials to be incorporated, to the Engineer for approval. The information regarding the names of the suppliers may be submitted at different times, as may be convenient, but no sources of supply will be changed without prior approval.

Each supplier must be willing to admit the Engineer or his representative to his premises during working hours for the purpose of examining or obtaining samples of the materials in question.

1.21 Samples and Materials Generally

The contractor shall, when required, provide for approval at no extra cost, samples of all materials to be incorporated in the works. Such samples, when approved, shall be retained by the Engineer and shall form the standard for all such materials incorporated.

1.22 Bills of Quantities

The Bills of Quantities have been prepared in accordance with the standard method of measurement of Building Works. All the Quantities are based on the Contract Drawings and/or design and are provisional and they shall not be held to gauge or to limit the amount or description of the work to be executed by the contractor but the value thereof shall be deducted from the Contract Sum and the value of the work ordered by the Engineer and executed there under shall be measured and valued by the Engineer in accordance with the conditions of the Contract.

All work liable to adjustment under this contract shall be left uncovered for a reasonable time to allow measurements needed for such adjustment to be taken by the Quantity Surveyor or Engineer. Immediately the work is ready for measuring the contractor shall give notice to the Quantity Surveyor or Engineer to carry out measurements before covering up. If the contractor shall make default in these respects he shall, if the Engineer so directs, uncover the work to enable the necessary measurements to be taken and afterwards reinstate at his own expense

1.23 Contractor's Office in Kenya

The contractor shall maintain (after first establishing if necessary) in Kenya an office staffed with competent Engineer Manager and such supporting technical and clerical staff as necessary to control and coordinate the execution and completion of the Contract Works.

It shall be the contractor's responsibility to procure work permits, entry permits, licenses, registration, etc., in respect of all expatriate staff.

The contractor shall prepare a substantial proportion of his Working Drawings at his office in Kenya. No reasons for delays in the preparation or submission for approval or otherwise of such drawings or proposals will be accepted on the grounds that the contractor's Head Office is remote from his office in Nairobi or the site of the Contract Works or otherwise.

1.24 Builder's Work

All chasing, cutting away and making good will be done by the contractor and shall be responsible for accuracy of the size and position of all holes and chases required. The contractor shall drill and plug holes in floors, walls, ceiling and roof for securing services and equipment requiring screw or bolt fixings.

Any purpose made fixing brackets shall not constitute builder's work and shall be provided and installed by the contractor unless stated hereinafter to the contrary. The contractor should include for the works in his rates for measured items.

1.25 Structural Provision for the Works

Preliminary major structural provision has been made for the Contract Works based on outline information ascertained during the preparation of the Specification.

The preliminary major structural provision made will be deemed as adequate unless the contractor stated otherwise when submitting his tender.

Any major structural provision or alteration to major structural provisions required by the contractor shall be shown on Working Drawings to be submitted to the Engineer within 30 days of being appointed.

1.26 Position of Services, Plant, Equipment, Fittings and Apparatus

The Contract Drawings may give a general indication of the intended layout. The position of the equipment and apparatus, and also the exact routes of the ducts, main and distribution pipe work shall be confirmed on site before installation is commenced. The exact sitting of appliances, pipe work, etc., may vary from that indicated.

The routes of services and positions of apparatus shall be determined by the approved dimensions detailed in the Working Drawings or on site by the Engineer in consultation with the contractor.

Services throughout the ducts shall be arranged to allow maximum access along the ducts and the services shall be readily accessible for maintenance. Any work, which has to be re-done due to negligence in this respect, shall be the contractor's responsibility.

The contractor shall be deemed to have allowed in his contract Sum for locating terminal points of services (e.g. lighting, switches, socket outlets, lighting points, control switches, thermostats and other initiating devices, taps, stop cocks) in positions plus or minus 1.2m horizontally and vertically from the locations shown on Contract Drawings. Within these limits no variations in the Contract Sum will be made unless the work has already been executed in accordance with previously approved Working Drawings and with the approval of the Engineer.

1.27 Checking of Work

The contractor shall satisfy himself to the correctness of the connections he makes to all items of equipment supplied under the contract agreement and equipment supplied under other contracts before it is put into operation. Details of operation, working pressures, temperatures, voltages, phases, power rating, etc., shall be confirmed to others and confirmation received before the system is first operated.

1.28 Setting to Work and Regulating System

The contractor shall carry out such tests of the Contract Works as required by British Standard Specifications or equal and approved codes as specified hereinafter and as customary or recommended by the manufacturers and set out by the Engineer.

No testing or commissioning shall be undertaken except in the presence of and to the satisfaction of the Engineer unless otherwise stated by him (contractor's own preliminary and proving tests excepted).

It will be deemed that the contractor has included in the Contract Sum for the costs of all fuel, power, water and the like, for testing and commissioning as required as part of the Contract Works. He shall submit for approval to the

Engineer a suitable programme for testing and commissioning. The Engineer and Employer shall be given ample warning in writing, as to the date on which testing and commissioning will take place.

The contractor shall commission the Contract Works and provide attendance during the commissioning of all services, plant and apparatus connected under the Contract Agreement.

Each system shall be properly balanced, graded and regulated to ensure that correct distribution is achieved and where existing installations are affected, the contractor shall also regulate these systems to ensure that their performance is maintained.

The proving of any system of plant or equipment as to compliance with the Specification shall not be approved by the Engineer, except at his discretion, until tests have been carried out under operating conditions pertaining to the most onerous conditions specified except where the time taken to obtain such conditions is unreasonable or exceeds 12 months after practical completion of the Contract Works.

1.29 Identification of Plant Components

The contractor shall supply and fix identification labels to all plant, starters, switches and items of control equipment including valves, with white trifoliate or equal labels engraved in red lettering denoting its name, function and section controlled. The labels shall be mounted on equipment and in the most convenient positions. Care shall be taken to ensure the labels can be read without difficulty. This requirement shall apply also to major components of items of control equipment.

Details of the lettering of the labels and the method of mounting or supporting shall be forwarded to the Engineer for approval prior to manufacture.

1.30 Contract Drawings

The Contract Drawings when read in conjunction with the text of the Specification, have been completed in such detail as was considered necessary to enable competitive tenders to be obtained for the execution and completion of the Contract Works.

The Contract Drawings are not intended to be Working Drawings and shall not be used unless exceptionally they are released for this purpose.

1.31 Working Drawings

The contractor shall prepare such Working Drawings as may be necessary. The Working Drawings shall be complete in such detail not only that the contract Works can be executed on site but also that the Engineer can approve the contractor's proposals, detailed designs and intentions in the execution of the Contract Works.

If the contractor requires any further instructions, details, Contract Drawings or information drawings to enable him to prepare his Working Drawings or proposals, the contractor shall accept at his own cost, the risk that any work, commenced or which he intends to commence at site may be rejected.

The Engineer, in giving his approval to the Working Drawings, will presume that any necessary action has been, or shall be taken by the contractor to ensure that the installations shown on the Working Drawings have been cleared with any other contractors whose installations and works might be affected.

If the contractor submits his Working Drawings to the Engineer without first liaising and obtaining clearance for his installations from contractors whose installations and works might be affected, then he shall be liable to pay for any alterations or modification to his own, the other contractor's installations and works, which are incurred, notwithstanding any technical or other approval received from the Engineer.

Working Drawings to be prepared by the contractor shall include but not be restricted to the following:

- a) Any drawings required by the Engineer to enable structural provisions to be made including Working Drawings or Schedules and those for the detailing of holes, fixings, foundations, cables and paperwork ducting below or above ground or in or outside or below buildings.
- b) General Arrangement Drawings of all plant, control boards, fittings and apparatus or any part thereof and of installation layout arrangement of such plant and apparatus.
- c) Schematic Layout Drawings of services and of control equipment.
- d) Layout Drawings of all embedded and non-embedded paperwork, ducts and electrical conduits.
- e) Complete circuit drawings of the equipment, together with associated circuit description.
- f) Such other drawings as are called for in the text of the Specification or Schedules or as the Engineer may reasonably require.

Three copies of all Working Drawings shall be submitted to the Engineer for approval. Two copies of the Working Drawings submitted to the Engineer for approval shall be returned to the contractor indicating approval or amendment therein.

Copies of the approved Working Drawings shall be given to the other contractors carrying out work associated with or in close proximity to or which might be affected by the Contract Works.

Approved Working Drawings shall not be departed from except as may be approved or directed by the Engineer.

Approval by the Engineer of Working Drawings shall neither relieve the contractor of any of his obligations under the Contract nor relieve him from correcting any errors found subsequently in the Approved Working Drawings or other Working Drawings and in the Contract Works on site or elsewhere associated therewith.

The contractor shall ensure that the Working Drawings are submitted to the Engineer for approval at a time not unreasonably close to the date when such approval is required. Late submission of his Working Drawings will not relieve the contractor of his obligation to complete the Contract Works within the agreed Contract Period and in a manner that would receive the approval of the Engineer.

1.32 Record Drawings (As Installed) and Instructions

During the execution of the Contract Works the contractor shall, in a manner approved by the Engineer record on Working or other Drawings at site all information necessary for preparing Record Drawings of the installed Contract Works. Marked-up Working or other Drawings and other documents shall be made available to the Engineer as he may require for inspection and checking.

Record Drawings, may, subject to the approval of the Engineer, include approved Working Drawings adjusted as necessary and certified by the contractor as a correct record of the installation of the Contract Works.

They shall include but not restricted to the following drawings or information:

- a) Working Drawings amended as necessary but titled "Record Drawings" and certified as a true record of the "As Installed" Contract Works. Subject to the approval of the Engineer such Working Drawings as may be inappropriate may be omitted.
- b) Fully dimensioned drawings of all plant and apparatus.
- c) General arrangement drawings of equipment, other areas containing plant forming part of the Contract Works and the like, indicating the accurate size and location of the plant and apparatus suitability cross-referenced to the drawings mentioned in (b) above and hereinafter.
- d) Routes, types, sizes and arrangement of all pipe work and ductwork including dates of installation of underground pipe work.
- e) Relay adjustment charts and manuals.
- f) Routes, types, sizes and arrangement of all electric cables, conduits, ducts and wiring including the dates of installation of buried works.
- g) System schematic and trunking diagrams showing all salient information relating to control and instrumentation.
- h) Grading Charts.

- i) Valve schedules and locations suitability cross-referenced.
- j) Wiring and piping diagrams of plant and apparatus.
- k) Schematic diagrams of individual plant, apparatus and switch and control boards. These diagrams to include those peculiar to individual plant or apparatus and also those applicable to system operation as a whole.
- l) Operating Instruction

Schematic and wiring diagrams shall not be manufacturer's multipurpose general issue drawings. They shall be prepared specially for the Contract Works and shall contain no spurious or irrelevant information.

Marked-up drawings of the installation of the Contract Works shall be kept to date and completed by the date of practical or section completion. Two copies of the Record Drawings of Contract Works and two sets of the relay adjustment and grading charts and schematic diagrams on stiff backing shall be provided not later than one month later.

The contractor shall supply for fixing in substations, switch-rooms, boiler houses, plant rooms, pump houses, the office of the Maintenance Engineer and other places, suitable valve and instructions charts, schematic diagrams of instrumentation and of the electrical reticulation as may be requested by the Engineer providing that the charts, diagrams, etc., relate to installations forming part of the Contract Works. All such charts and diagrams shall be of suitable plastic material on a stiff backing and must be approved by the Engineer before final printing.

Notwithstanding the contractor's obligations referred to above, if the contractor fails to produce to the Engineer's approval, either:-

- a) The Marked-up Drawings during the execution of the Contract Works or
- b) The Record Drawings, etc., within one month of the Section or Practical Completion

The Engineer shall have these drawings produced by others. The cost of obtaining the necessary information and preparing such drawings, etc., will be recovered from the contractor.

1.33 Maintenance Manual

Upon Practical Completion of the Contract Works, the contractor shall furnish the Engineer with four copies of a Maintenance Manual relating to the installation forming part of all of the Contract Works.

The manual shall be loose-leaf type, International A4 size with stiff covers and cloth bound. It may be in several volumes and shall be subdivided into sections, each section covering one Engineering service system. It shall have a ready means of reference and a detailed index.

There shall be a separate volume dealing with Air Conditioning and Mechanical Ventilation installation where such installations are included in the Contract Works.

The manual shall contain full operating and maintenance instructions for each item of equipment, plant and apparatus set out in a form dealing systematically with each system. It shall include as may be applicable to the Contract Works the following and any other items listed in the text of the Specifications:

- System Description.
- Plant
- Valve Operation
- Switch Operation
- Procedure of Fault Finding
- Emergency Procedures
- Lubrication Requirements
- Maintenance and Servicing Periods and Procedures
- Colour Coding Legend for all Services
- Schematic and Writing Diagrams of Plant and Apparatus
- Record Drawings, true to scale, folded to International A4 size
- Lists of Primary and Secondary Spares.

The manual is to be specially prepared for the Contract Works and manufacturer's standard descriptive literature and plant operating instruction cards will not be accepted for inclusion unless exceptionally approved by the Engineer. Contractor shall, however, affix such cards, if suitable, adjacent to plant and apparatus. One spare set of all such cards shall be furnished to the Engineer.

1.34 Hand-over

The Contract Works shall be considered complete and the Maintenance and Defects Liability Period shall commence only when the Contract Works and supporting services have been tested, commissioned and operated to the satisfaction of the Engineer and officially approved and accepted by the Employer, provided always that the handing over of the Contract Works shall be coincident with the handing over of the Main Contract Works (if any).

The procedure to be followed will be as follows:

- a) On the completion of the Contract Works to the satisfaction of the Engineer and the Employer, the contractor shall request the Engineer, at site to arrange for handing over.
- b) The Engineer shall arrange a Hand-over Meeting or a series thereof, at site.
- c) The contractor shall arrange with the Engineer and Employer for a complete demonstration of each and every service to be carried out and for instruction to be given to the relevant operation staff and other representatives of the Employer.
- d) In the presence of the Employer and the Engineer, Hand-over will take place, subject to Agreement of the Hand-over Certificates and associated check lists.

1.35 Painting

It will be deemed that the contractor allowed for all protective and finish painting in the Contract Sum for the Contract Works, including colour coding of service pipe work and ducts to the approval of the Engineer. Any special requirements are described in the text of the Specifications.

1.36 Spares

The contractor shall supply and deliver such spares suitably protected and boxed to the Engineer's approval as are called for in the Specifications or in the Price Schedules.

1.37 Testing and Inspection – Manufactured Plant

The Engineer reserves the right to inspect and test or witness of all manufactured plant equipment and materials. The right of the Engineer relating to the inspection, examination and testing of plant during manufacture shall be applicable to Insurance companies and inspection authorities so nominated by the Engineer.

The contractor shall give two week's notice to the Engineer of his intention to carry out any inspection or tests and the Engineer or his representative shall be entitled to witness such tests and inspections

Six copies of all test certificates and performance curves shall be submitted as soon as possible after the completion of such tests, to the Engineer for his approval.

Plant or 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 certificate not be approved new tests may be ordered by the Engineer at the contractor's expense.

The foregoing provisions relate to tests at manufacturer's works and as appropriate to those carried out at site.

1.38 Testing and Inspection –Installation

Allow for testing each section of the Contract Works installation as described hereinafter to the satisfaction of the Engineer.

1.39 Labour Camps

The contractor shall provide the necessary temporary workshop and mess-room in position to be approved by the Architect.

The work people employed by the contractor shall occupy or be about only that part of the site necessary for the performance of the work and the contractor shall instruct his employees accordingly.

If practicable, sanitary accommodation shall be allocated for the sole use of the contractor's workmen and the contractor will be required to keep the same clean and disinfected, to make good any damage thereto and leave in good condition.

1.40 Storage of Materials

Space for storage will be provided by the contractor and he will be responsible for provision of any lock-up sheds or stores required. Any nominated sub-contractors are to be made liable for the cost of any storage accommodation provided specially for their use. No materials shall be stored or stacked on suspended slabs without the prior approval of the Project Manager.

1.41 Initial Maintenance

The contractor shall make routine maintenance once a month during the liability for the Defects Period and shall carry out all necessary adjustments and repairs, cleaning and oiling of moving parts. A monthly report of the inspection and any works done upon the installation shall be supplied to the Engineer.

The contractor shall also provide a 24 -hour breakdown service to attend to faults on or malfunctioning of the installation between the routine visits of inspection.

The contractor shall allow in the Contract Sum for the initial maintenance, inspection and break-down service and shall provide for all tools, instruments, plant and scaffolding and the transportation thereof, as required for the correct and full execution of these obligations and the provision, use or installation of all materials as oils, greases, sandpaper, etc., or parts which are periodically renewed such as brake linings etc., or parts which are faulty for any reason whatsoever excepting always Acts of God such as storm, tempest, flood, earthquake and civil revolt, acts of war and vandalism.

1.42 Maintenance and Servicing after Completion of the Initial Maintenance

The contractor shall, if required, enter into a maintenance and service agreement with the employer for the installation for a period of up to five years from the day following the last day of the liability for Defects Period which offers the same facilities as specified in Clause 1.41 (Initial Maintenance).

The terms of any such agreement shall not be less beneficial to the employer than the terms of Agreements for either similar installation.

The contractor shall submit with his tender for the works, where called upon a firm quotation for the maintenance and service of the installation as specified herein, which shall be based upon the present day costs and may be varied only to take into account increases in material and labour unit rate costs between the time of tendering and the signing of the formal maintenance and service agreement and which shall remain valid and open for acceptance by the Employer to and including the last day of the fifth complete calendar month following the end of the liability for Defects Period.

1.43 Trade Names

Where trade names of manufacturer's catalogue numbers are mentioned in the Specification or the Bills of Quantities, the reference is intended as a guide to the type of article or quality of material required. Alternate brands of equal and approved quality will be acceptable.

1.44 Water and Electricity for the Works

These will be made available by the contractor, who shall be liable for the cost of any water or electric current used and for any installation provided, except where work is on the services themselves or specific cases where the services are provided by the employer.

1.45 Protection

The contractor shall adequately cover up and protect his own work to prevent injury and also to cover up and protect from damage all parts of the building or premises where work is performed by him under the Contract.

1.46 Defects after Completion

The defects liability period will be **12 months** (1 year) from the date of completion of the Contract as certified by the Engineer (upon issuance of Certificate of Practical Completion.)

1.47 Damages for Delay

Liquidated and Ascertained damages as stated in the Contract Agreement will be claimed against the Contract for any unauthorized delay in completion. The contractor shall be held liable for the whole or a portion of these damages should he cause delay in completion.

1.48 Clear Away on Completion

The contractor shall, upon completion of the works, at his own expense, remove and clear away all plant, equipment, rubbish and unused materials, and shall leave the whole of the works in a clean and tidy state, to the satisfaction of the Engineer. On completion, the whole of the works shall be delivered up clean, complete and perfect in every respect to the satisfaction of the Engineer.

1.49 Final Account

On completion of the works the contractor shall agree with the Engineer on the value of any variations outstanding and as soon as possible thereafter submit to the Engineer his final statement of account showing the total sum claimed subdivided as follows:

Statement A - detailing the tender amounts less the Prime Cost and Provisional Sums, included therein.

Statement B - detailing all the variation orders issued on the contract.

Statement C - Summarizing statement A and B giving the net grand total due to the contractor for the execution of the Contract.

1.50 Fair Wages

The contractor shall in respect of all persons employed anywhere by him in the execution of the Contract, in every factory, workshop or place occupied or used by him for execution of the Contract, observe and fulfill the following conditions:

The contractor shall pay rates of the wages and observe hours and conditions of labour not less favourable than those established for the trade or industry in the district where work is carried out.

In the absence of any rates of wages, hours or conditions of labour so established the contractor shall pay rates and observe hours and conditions of labour are not less favourable than the general level of wages, hours and conditions observed by other employers whose general circumstances in the trade or industry in which the contractor is engaged are similar.

1.51 Supervision

During the progress of the works, the contractor shall provide and keep constantly available for consultation on site experienced English - speaking Supervisor and shall provide reasonable office facilities, attendance, etc., for the Supervisor.

In addition, during the whole of the time the works are under construction, the contractor shall maintain on site one experienced foreman or charge-hand and an adequate number of fitters, etc., for the work covered by the Specification. The number of this staff shall not be reduced without the prior written approval of the Project Manager or Engineer.

Any instructions given to the Supervisor on site shall be deemed to have been given to the contractor.

One copy of this Specification and one copy of each of the Contract Drawings (latest issue) must be retained on site at all times, and available for reference by the Engineer and contractor.

1.52 Test Certificates

The contractor shall provide the Engineer with three copies of all test reports or certificates that are or may be required by this Specification.

1.53 Labour

The contractor shall provide skilled and unskilled labour as may be necessary for completion of the contract.

1.54 Discounts to the Contractor

No discount to the Main Contractor (if any) will be included in the tender for this installation.

1.55 Guarantee

The whole of the work will be guaranteed for a period of **One year** from the date of the Engineer's certification of completion and under such guarantee the contractor shall remedy at his expense all defects in materials and apparatus due to faulty design, construction or workmanship which may develop in that period.

1.56 Direct Contracts

Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C Sum in the Bills of Quantities and to pay for the same direct. In any such instance, profit relative to the P.C Sum in the priced Bills of Quantities will be adjusted as deserved for P.C Sum allowed.

1.57 Attendance upon the Tradesmen etc

The contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this contract every facility for carrying out their work and also for the use of ordinary scaffolding. The contractor however, shall not be required to erect any special scaffolding for them.

1.58 Trade Unions

The contractor shall recognize the freedom of his work people to be members of trade unions.

1.59 County and other Authorities notices and fees

The contractor shall comply with and give all notices required by any Regulations, Act or by Law of any County Government or any Public Service, Company or Authority who have any jurisdiction with regard to the works or with those systems the same are/or (will be) connected and he shall pay and indemnify the National Housing Corporation against any fees or charges legally demandable under any regulation or by-law in respect of the works; provided that the said fees and charges if not expressly included in the Contract Sum or stated by way of provisional sum shall be added to the Contract Sum.

The contractor, before making any variation from the contract drawings or specification necessitated by such compliance shall give the Project Manager written notice specifying and giving the reason for such variation and applying for instructions in reference thereto.

If the contractor, within seven days of having applied for the same does not receive such instructions, he shall proceed with the works in conforming to the provision regulation or by-law in question and any variation thereby necessitated shall be deemed to be a variation in accordance to the conditions of contract.

1.60 Assignment or subletting

The contractor shall not without the written consent of the Project Manager, assign this Contract or sublet any portion of the works, provided that such consent shall not be unreasonably withheld to the prejudice of the contractor.

1.61 Partial Completion

If the Corporation shall take over any part or parts works, apparatus, equipment etc. then within seven days from the date on which the Government shall have taken possession of the relevant part, the Project Manager shall issue a Certificate stating his estimate of the approximate total value of the works which shall be the total value of that part and practical completion of the relevant part shall be deemed to have occurred, and the Defects Liability Period in respect of the relevant part be deemed to have commenced on the date Corporation shall have taken possession thereof.

The contractor shall make good any defects or other faults in the relevant part that had been deemed complete.

The contractor shall reduce the value of insurance by the full value of the relevant part.

The contractor shall be paid for the part of works taken possession by the Government

1.62 Temporary Works

Where temporary works shall be deemed necessary, such as temporary lighting, the contractor shall take precaution to prevent damage to such works.

The contractor shall include for the cost of and make necessary arrangements with the Project Manager for such temporary works. For temporary lighting, electricity shall be metered and paid for by the contractor.

1.63 Patent Rights

The contractor shall fully indemnify the National Housing Corporation; against any action, claim or proceeding relating to infringement of any patent or design rights, and pay any royalties which may be payable in respect of any article or any part thereof, which shall have been supplied by the contractor to the Project Manager. In like manner the Corporation shall fully indemnify the contractor against any such action, claim or proceedings for infringement under the works, the design thereof of which shall have been supplied by the Project Manager to the contractor, but this indemnify shall apply to the works only, and any permission or request to manufacture to the order of the Project Manager shall not relieve the contractor from liability should he manufacture for supply to other buyers.

1.64 Mobilization and Demobilization

The contractor shall mobilize labour plant and equipment to site according to his programme and schedule of work. He shall ensure optimum presence and utilization of labour, plant and equipment. He should not pay and maintain unnecessary labour force or maintain and service idle plant and equipment.

Where necessary he shall demobilize and mobilize the labour, plant and equipment, as he deems fit to ensure optimum progress of the works and this shall be considered to be a continuous process as works progress. He shall make provision for this item in his tender. No claim will be entertained where the contractor has not made any provision for mobilization and demobilization of labour, plant and equipment in the preliminary bills of quantities or elsewhere in this tender.

1.65 Extended Preliminaries

Where it shall be necessary to extend the contract period by the Project Manager for reasons other than the contractor's performance, the contractor shall still ensure availability on site, optimum labour, materials, plant and equipment. The contractor shall make provision for extended preliminaries, should the contract period be extended and this shall be in a form of a percentage of the total Contract Works. Where called upon in the Appendix to these Preliminaries the contractor shall insert his percentage per month for extended preliminaries that shall form basis for compensation.

Lack of inserting the percentage shall mean that the contractor has provided for this requirement elsewhere in the Bills of Quantities.

1.66 Supervision by Engineer and Site Meetings

A competent Project Engineer appointed by the Engineer as his representative shall supervise the Contract Works. The Project Engineer shall be responsible for issuing all the site instructions in any variations to the works and these shall be delivered through the contractor with the authority of the Project Manager. Any instructions given verbal shall be confirmed in writing.

The Project Engineer and (or) the Engineer shall attend management meetings arranged by the Project Manager and for which the contractor or his representative shall also attend. For the purpose of supervising the project, provisional sums are provided to cover for transport and allowances. The contractor shall in his tender allow for the provision of management meetings and site inspections, as instructed by the Engineer, and also profit and attendance on these funds. The funds shall be expended according to Project Manager's instructions to the contractor.

1.67 Amendment to Scope of Contract Works

No amendment to scope of Contract Works is expected and in case of amendment or modification to scope of work, these shall be communicated to all tenderer's in sufficient time before the deadline of the tender submission. However during the contract period and as the works progress the Project Manager may vary the works as per conditions of contract by issuing site instructions.

No claims shall be entertained on account of variation to scope of works either to increase the works (pre-financing) or reduction of works.

1.68 Contractor's Obligation and Employer's Obligation

The contractor will finance all activities as part of his obligation to this contract. The employer shall pay interim payment for materials and work completed on site as his obligation in this contract, as the works progresses. No claims will be entertained for pre-financing of the project by the contractor, or for loss of profit (expectation loss) in case of premature termination, reduction or increase of works as the contractor shall be deemed to have taken adequate measures in programming his works and expenditure and taken necessary financial precaution while executing the works. No interest shall be payable to the contractor, except as relates to late payment as in the conditions of contract clause 23.3. The contractor shall where called upon, insert his price to compensate for any of the occurrence stated here (premature termination, reduction or increase of works), as a percentage of the Contract Sum in the Appendix to this section.

1.69 APPENDIX TO CONTRACT PRELIMINARIES AND GENERAL CONDITIONS

1. ADD TO CLAUSE 1.17

Prices quoted shall include **16% VAT**

In accordance with Government Policy, the **6% Withholding V.A.T. and 3% Withholding Tax** shall be deducted from all payments made to the Contractor, and the same shall subsequently be forwarded to the Kenya Revenue Authority (KRA). All rates shall be deemed to be inclusive of **16% VAT and 3% Withholding Tax**.

2. ADD TO CLAUSE 1.39

There is no labour camp

3. CLAUSE 1.61

There shall be no partial completion of the works

4. CLAUSE 1.65

Extended Preliminaries shall be equal to or less than liquidated and ascertained damages and are subject to mutual agreement.

PART C

SPECIAL CONDITIONS OF CONTRACT

SPECIAL CONDITIONS OF CONTRACT

The tenderer **MUST** provide or note the following details:-

1. Application

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

2. Copy of valid PIN, V.A.T and Registration certificate.

3. Tender Security

The tender Security shall be **Kshs. 100,000.00** in form of Bank Guarantee from a reputable bank or approved insurance company.

4. Performance Security

The Performance Security shall be in the amount of **10%** of the Contract Price in form of Bank Guarantee from a reputable bank.

5. Delivery, Installation and Commissioning

Delivery, installation and commissioning shall be done within the period stated in the Form of Tender.

6. Payment

The Contractor shall submit to the Employer applications for payment on completion of the works. The Employer shall assess the application and certify the amount to be paid to the Contractor.

Payments shall be adjusted for deductions for retention where applicable. The Employer shall pay the Contractor the amounts certified within 60 days of the date of receipt of the Contractors payment application. If the Employer makes a late payment, the Contractor shall be paid simple interest on the late payment. Interest shall be computed on the of number of days delayed at rate of three percentage points above the Central Bank of Kenya Reference Rate prevailing as of the first day the payment becomes overdue.

7. Retention

The Employer shall retain 10% from payments due to the Contractor. The first moiety shall be released after completion, while the second moiety shall be released upon expiry of the defects liability period and after all the defects have been corrected, whichever comes last.

8. Advance Payment Guarantee

No advance payment will be considered under this Contract.

9. Technical specifications are mandatory.

Evaluation to be based on technical information provided in terms of catalogues and literature.

10. Notices:

For the Corporation:

The Managing Director
National Housing Corporation
NHC House- Aga Khan Walk- Nairobi
P.O. Box 30257- 00100,
NAIROBI.
TEL: 020-3312147/9, FAX (254) (020) 3311318

For the Tenderers: To be specified after award of tender.

11. Training:

The supplier of the equipment must be willing and ready to train the Corporation's technical team on the usage and maintenance of the machines and/or equipment at their own cost.

PART D

**TECHNICAL SPECIFICATIONS AND BILLS OF
QUANTITIES**

TECHNICAL SPECIFICATION AND BILLS OF QUANTITIES

GENERAL NOTES AND TECHNICAL SCHEDULE FOR PROPOSED ELEVATED GLASS FIBRE REINFORCED PLASTIC (GRP) WATER TANK FOR NHC EPS FACTORY AT MAVOKO – MACHAKOS COUNTY

1.1 DESCRIPTION OF SITE

The contractor is advised to visit the site: Mombasa Road upto Mlolongo, close to the weigh bridge, branch left to Katani Road, approximately 4.5km from junction, EPS factory is a short distance past Appropriate Technology Centre, Ministry of Housing. If unable to locate the site or its details communicate formally to National Housing Corporation for direction.

No claims will be allowed for the travelling or other expenses, which may be incurred by the contractor.

1.2 SCOPE OF CONTRACT

The work to be carried out under, this contract comprises the design, manufacture, supply, delivery, erection, together with testing and commissioning of GRP water tank and accessories as specified in the Bills of Quantities. It shall include lowering and dismantling of the existing failed steel tank.

All work shall be performed in straightforward manner by competent workmen under skilled supervision to the entire satisfaction of the Project Manager.

1.3 FACTORY DRAWINGS AND CALCULATIONS

The contractor shall submit general arrangement and fabrication/manufacturing drawings properly dimensioned and detailed showing the tank and its accessories together with associated structural calculations to National Housing Corporation for analysis prior to commencement of the work.

1.4 GRP WATER TANK

The tank shall be made from glass fibre reinforced plastic panels manufactured by hot press moulding of the composite material, suitable for storing borehole water at atmospheric conditions. The jointing materials shall be non-toxic and non-insoluble to water. The tank cover shall be joined throughout the tank top ensuring that the joints are both water proof and dust proof. All other internal stays, supports, ladder, nuts and bolts shall be manufactured from corrosion resistant grade 304 stainless steel or hot dipped galvanized mild steel.

1.5 EXISTING STRUCTURE AND SYSTEM COMPONENTS

The following components of the water storage structure are existing and are to be re-used:

- i) 12M high steel tower and access ladder: To be wire brushed, cleaned and re-painted
- ii.) Galvanised steel water pipes: To be accurately disconnected from existing tank and re-connected to new tank.
- iii.) Gate valves: To be re-used if not faulty
- iv.) Ball valves: To be re-used if not faulty
- v.) Borehole submersible pump and automatic controls: To be serviced and re- connected
- vi.) Rain water surface pump and automatic controls: To be serviced and re-connected

1.6 TECHNICAL DATA

The tenderer shall fill the Technical schedule below. Manufacturer's catalogues for the proposed GRP water tank panels MUST be attached.

Item	Description	Manufacturer	Country of origin
1.	GRP Tank plates		

1.7 WARRANTY

The contractor shall issue a minimum one year formal and written warranty for the tank which shall be a guarantee against leaks and failure. They shall be responsible for correcting any leaks and/or failures that may occur on the tank post commissioning for upto one year.

1.8 PRICE

The quoted price shall be for the total cost in Kenya Shillings (Kshs.) including for labour, VAT and all taxes. The quoted price shall be fixed for the tender and contract duration.

1.9 PAYMENT

There shall be no advance payment. Payment shall be done once upon completion and certification of the works.

1.10 COMPLETION PERIOD

The tenderer to indicate in their tender, the duration of time they will take to complete the works from date of commencement:

Completion periodWeeks

ELECTRICAL WORKS.

1.11 GENERAL

It shall be the responsibility of the contractor to provide electrical wiring between items of equipment of his/her own supply and he will retain complete responsibility for the correct functional connections of the electric cables and wiring for the satisfactory operation of all items of the fans.

1.12 CONTROL PANEL

The contractor shall supply, deliver, erect, test and commission wall mounted control panels to be wired and connected. The panels shall be fabricated from 1.5mm thick mild steel sheets with hinged front access and finished in grey stove enamel. Motor control gear shall be MEM, Crab Tree or other approved equivalent. They shall also include all stop and start controls together with any safety arrangements as trip lights mounted visibly in the face of the panels, all to the satisfaction of the engineer. Any isolators required shall be provided by the contractor.

Work to include servicing, testing and commissioning of existing control panels.

PROPOSED GRP ELEVATED WATER TANK AS REPLACEMENT OF EXISTING STEEL TANK AND ASSOCIATED WORKS AT NHC'S EPS FACTORY, MAVOKO - MACHAKOS COUNTY.

BILLS OF QUANTITIES

Item	Description	Unit	Qty	Rate	Amount (Kshs.)
	<p>Supply, deliver, install, test and commission the following as specified and described complete with all the necessary supports, fittings and accessories, all to the satisfaction of the Engineer</p>				
A	<p><u>Dismantling of the existing steel water tank</u> Carefully lower and dismantle the existing rusty 60,000 litres capacity pressed steel water tank mounted on a 12m high steel tower and hand over the tank plates to the client for custody.</p>	Item	Sum		
B	<p><u>New water tank (divided into two equal compartments, one for borehole water, the other for combined rain water and County water.</u> Supply, deliver and assemble a compartmentalized high level water tank, made from glass fibre reinforced plastic (GRP) tank plates, manufactured by hot press moulding. The plates shall be 6mm thick (or as appropriately designed) and of size 1m x 1m. The tank to be of overall dimensions 5x4x3m high and 60,000 litres approximate total capacity, divided equally along length, similar to existing to fit on the existing tower platform. Tank panel flanges shall be stiffened with pressed galvanised steel stiffeners. The tank internal stays, tie rods and internal and external ladders to be in grade 304 stainless steel or hot dipped galvanized steel. Bolts, nuts and all fasteners to be in hot dipped galvanized steel. The tank to be complete with tank cover made from galvanized steel sheets, mosquito proof inspection vent, internal tank roof supports, manhole with hinged cover plate and all jointing materials and sealants in non toxic PVC foam. The roof cover panels shall be internally bolted to a pyramidal self draining shape and fitted with a sealed 600mm diameter access man way with sealed hinged lid and inspection vents for both compartments. Tank to be as "<i>Braithwaite</i>" or equal and approved. The tank shall be complete with the following pipe connections for each compartment:- -50mm diameter overflows</p>	No.	1		
Sub-total carried forward to next page... D/5					

Item	Description	Unit	Qty	Rate	Amount (Kshs.)
	Sub-total b/f from previous page... D/4				
	<p>New water tank contd' -32mm diameter inlets (2No. for one tank) -50mm diameter washouts -40mm diameter outlets The tank is to be hoisted to the top of the existing 12m high tower. Shop drawings and structural design for the tower must be submitted to the Engineer for approval before installation.</p> <p>Gate valves and other fittings 32mm diameter approved medium pressure screw down full way non-rising, stem wedge gate valve to BS 1952, with wheel and head joints to tubing. The gate valve to be as "Pegler" or equal and approved.</p> <p>A 40mm diameter -Ditto-</p> <p>B 50mm diameter -Ditto-</p> <p>C Float switch regulator for each compartment</p> <p>D Water level indicator for each compartment</p> <p>E Internal ladder for each compartment</p> <p>F External ladder from tank platform for each compartment</p> <p>G</p> <p>Pump connections H Allow for connection of the float switch regulators on each tank compartment to the existing borehole pump control panel and to the rain water pump respectively, complete with necessary wiring and electrical works.</p> <p>Steel tower painting I Scrub and clean the surfaces of the existing steel tower, ladder and guard rails and apply two coats of aluminium based protective paint to approval.</p>				
	Sub-total carried forward to next page... D/6				

Item	Description	Unit	Qty	Rate	Amount (Kshs.)
	Sub-total b/f from previous page... D/5				
	<u>Steel tower walkway</u>				
A.	Replace the corroded chequered walkway steel plate with a standard 2mm thick galvanized steel chequered plate walk way complete with nuts and bolts fasteners.	SM	20		
	<u>Bolting</u>				
B.	Supply and fix nuts and bolts made from galvanized steel to fasten the existing guard rails on the tank platform and replace the corroded nuts and bolts on the steel tower with new ones to match existing	Item	Sum		
	<u>Servicing of control panel</u>				
C.	Allow for servicing of the existing pump control panels to ensure automatic ON/OFF pump switching on sensors for both borehole pump and rain water pump.	Item	Sum		
	<u>Shallow drain at tower base</u>				
D.	Allow for construction of a 300mm wide shallow drain channel at the base of the tower to drain surface water to approximately 20m away from the tank, exact direction and length of drain to be established at the site.	Item	Sum		
	<u>Testing and commissioning</u>				
E.	Allow for sterilization, setting to work, filling tank with water, testing and commissioning of the water tank and system to the satisfaction of the Engineer.	Item	Sum		
	Total for GRP water tank carried forward to summary page.. D/7				

**PROPOSED ELEVATED GRP WATER TANK AS REPLACEMENT OF EXISTING
STEEL TANK AT EPS FACTORY AND ASSOCIATED WORKS**
GRAND PRICE SUMMARY

ITEM	DESCRIPTION	AMOUNT	
		KSHS.	CTS
A	ALLOW FOR PRELIMINARIES		
B	GRP WATER TANK FROM PAGE D/6 ABOVE		
C	ADD CONTINGENCY SUM (Allow a sum of Kshs. 300,000 only, for contingencies which can only be utilized with approval)	300,000	00
TOTAL AMOUNT CARRIED TO FORM OF TENDER			
<p>CONTRACTOR'S NAME</p> <p>.....</p> <p>ADDRESS</p> <p>.....</p> <p>SIGNATURE</p> <p>STAMP & DATE</p> <p>WITNESS' NAME</p> <p>ADDRESS</p> <p>.....</p> <p>SIGNATURE</p> <p>DATE</p>			

PART E

FORMS

OF

CONTRACT AGREEMENT AND DECLARATION

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT, made theday of 2022

Between **NATIONAL HOUSING CORPORATION**, a Statutory Corporation constituted under the Housing Act.(Cap.117) of P.O. BOX 30257 – 00100 GPO NAIROBI {hereinafter called 'The Employer'} ,whose registered office is situated at NHC HOUSE, AGA KHAN WALK NAIROBI {Which expression shall where the context so admits include its successors and assign'} of the first part **AND**

..... of P.O. BOX – {hereinafter called 'The Contractor'}, whose registered office is situated {Which expression shall where the context so admits include its successors and assign'} of the second part.

WHEREAS THE Employer is desirous that the Contractor executes **PROPOSED INSTALLATION OF ELEVATED GRP WATER TANK AND ASSOCIATED WORKS FOR NHC EPS FACTORY** {hereinafter called 'The Works'} located at **THE NHC EPS FACTORY, MAVOKO, MACHAKOS COUNTY** 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: - **KENYA SHILLINGS**

.....
.....

..... **{KSHSCTS}**

and a contract period of(.....) weeks

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 referred to.
2. In this Agreement, the following documents shall be part of the Agreement and constitute the Contract documents:-

- (a) The Tender Form and the Price Schedule submitted by the tenderer;
- (b) The Schedule of Requirements;
- (c) The Technical Specifications;
- (d) The General Conditions of Contract;
- (e) The Special Conditions of Contract; and
- (f) The Employer's Notification of Award.

3. In consideration of the payments to be made by the Employer to the tenderer as hereinafter mentioned, the tenderer hereby covenants with the Procuring entity to provide the materials and spares and to remedy 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 National Housing Corporation was hereunto affixed in the presence of:-

(i) Managing Director

Signature

ID NO.....PIN NO.....

(ii) Chairman

Signature

ID NO.....PIN NO.....

Sealed with the Common Seal of the Contractor:-

In the presence of:-

(i) Director/Secretary:

ID NO: PIN NO:

Address:

Signature:

(ii) Director:

ID NO: PIN NO:

Address:

Signature;

SELF DECLARATION THAT THE PERSON/CONTRACTOR IS NOT DEBARRED FROM PUBLIC PROCUREMENT ACCORDING TO 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 Proposal 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 hereinabove is true to the best of my knowledge, information and belief.

..... (Title) (Signature)

Bidder's Official Stamp

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

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 Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for (insert Proposal 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 deponed to herein above is true to the best of my knowledge information and belief.

..... (Title) (Signature)

Bidder's Official Stamp