

TENDER DOCUMENT

**PROPOSED RENOVATION AND EQUIPPING OF 2NO.
LABORATORIES AT KABARNET UNIVERSITY
COLLEGE IN BARINGO COUNTY.**

TENDER NO.:
LCC/L497/MF/P437

PREPARED AND ISSUED BY



Consulting Quantity Surveyors • Construction Project Managers

P.O. BOX 1459 - 00232 RUIRU

PROJECT SPONSORED BY



mpesa Foundation

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1.0 SECTION I

1.1 INVITATION FOR TENDERS

Tender Reference: **TENDER NO: LCC/L497/MF/P437**

1. Tender Name **PROPOSED RENOVATION AND EQUIPPING OF 2NO. LABORATORIES AT KABARNET UNIVERSITY COLLEGE IN BARINGO COUNTY**
2. Interested eligible candidates may obtain further information and inspect tender documents from Kabarnet University College is located in Kamotiotmet village, Euklel chap chap ward, Ewalel Location, Baringo central Sub County, in Baringo county.
3. A complete set of tender documents may be obtained by interested candidates **FREE** of charge from the **Kabarnet University College Head of Institution- Prof.Daniel Chebutuk Rotich - (0722 804 456)** at **Kabarnet University College** or at the Project Managers Office (**Linear Cost Consultants Ltd – Cornelius 0716 306279, Korir 0711 442 774) and Jedida - 0727 886 819)** during normal working hours.
4. Prices quoted should be inclusive of all taxes, must be in Kenya shillings and shall remain valid for (120) days from the closing date of tender.
5. Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and delivered to the address below on or before **Friday 29th july, 2026 at 12:00 PM. Soft Copies to be sent to manukkorir@gmail.com and copied to amol.duncan@outlook.com, info@linearcc.co.ke, nyongesacornelius@gmail.com and principal@unika.ac.ke**
Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at:
Kabarnet University College,
P.O Box 469-30400, Baringo.
6. The tenderer is required to visit the site and sign a site visit register to ascertain the scope of work 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.

2.0 SECTION II

1.1. NOTES INSTRUCTIONS TO THE TENDER

1. These notes shall form part of the Instructions to Tenderer's and Conditions of Contract.
2. The tenderer is required to check the number of pages in this document and should he find any missing, or in duplicate, or indistinct he should inform the Project Manager.
3. Should the tenderer be in any doubt about the precise meaning of any item or figure, for any reason whatsoever, he must inform the Project Manager, in order that the correct meaning may be decided before the date of submission of the tender.
4. No liability will be admitted nor claim allowed, in respect of errors in the tender due to mistakes in the specification, which should have been rectified in the manner, described above.
5. All tenderers must make a declaration that they have not and will not make any payment to any person which can be perceived as an inducement to enable them to win this tender.
6. Any tenderer whose firm uses the titles "Engineer" and "Engineers" must produce evidence of registration of at least one of the directors by the Engineers Registration Board of Kenya to avoid disqualification.

1.2. INSTRUCTIONS TO THE TENDERERS

1. Tenderers must read carefully all the instructions and Specifications set out in this document and understand their full meaning and importance;
 - a) The Tender document must be filled in ink and an offer made in the form of tender. The summary page provided at the end of the bills must also be filled in ink and signed by the tenderer and his witness. No unauthorized additions, alterations corrections etc., shall be made in this document without the consent of the Project Manager. Any ambiguities or discrepancies must be referred to the Project Manager for clarification before tendering.
 - b) Tender must be validly witnessed and signed off at the summary page provided.
 - c) The tenderer shall fill in rates and prices for all items of the works described in the Bill of Quantities / Schedule of Rates. The Contractor's RATES shall be deemed to be complete and include allowance for all overheads (Including all taxes), profit and waste. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tenderers rates and NOT as a lumpsum or percentage at the summary page. If any item is not priced by the tenderer, he shall be deemed to have included the cost of performing the work described in the item not priced elsewhere in his rates or in his lump sums for the remaining items in the particular trade or section.
 - d) The financier shall withhold 3% of the total value of the Works for submission to the Domestic Taxes Department at Kenya Revenue Authority. as Withholding Tax. Bidder's rates will be deemed to have taken cognizance of this fact.
 - e) The Bills of Quantities are to be filled in Kenya Currency. It is the tenderer's responsibility to obtain all accurate information on the availability, prices of all materials and labor and all expenses in connection there-with. Any information given by Employer other than what is in

the tender documents must be given in writing and will form part of the contract. Any alleged misrepresentation or any verbal instruction or promise given by the Employer and not in writing will be treated as null and void.

- f) Any form of canvassing is prohibited. If the tenderer either directly or indirectly performs any representation intended to influence the consideration of these tenders, his tender shall be disqualified.
 - g) Delivery of tenders shall be in the manner and time as indicated in the letter offering you to tender. Tenders delivered otherwise or after the time stated will not be considered.
 - h) All items of measured work shall be priced in detail and tenders containing lump sums to cover trades or groups of work must be broken down to show prices for each item before they will be accepted.
 - i) In no case will any expenses incurred by tenderers in preparation of this tender be reimbursed.
2. The priced Tender Document must reach the venue stipulated in the letter of invitation to tender at or before the time and date stated therein and Tenders will be opened thereafter. Tenderers or their representatives are permitted to be present at the Tender opening.
- a) In the case of a Tender not being delivered by hand, the tenderer must arrange for his Tender and other Documents to be posted in time to reach the above office not later than the time stipulated in the letter of invitation.
 - b) Tenders shall remain valid for one hundred and twenty (120) days from final date of submission of Tender stipulated in Paragraph 2(a) above, and no tenderer may withdraw his Tender within that period.
 - c) The Employer shall not be bound to accept the lowest or any tender
 - d) The Project Manager shall notify the accepted tenderer (if any) of such acceptance by letter within one Hundred (120) days during which the Tender is to remain valid and the said tenderer shall then, within the time stated in the Form of Tender, execute the formal Contract Agreement.
 - e) The Employer, however, reserves the right to extend the period for executing the formal Contract Agreement if satisfied that adequate reasons exist for so doing.
 - f) Tenders determined to be substantially responsive will be checked for any arithmetic errors.
3. Errors will be corrected as follows: -
- a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
4. Non - Compliance with the above Conditions in any respect shall render the Tender liable to rejection.

5. The copyright of these Bills of Quantities is vested in the Project Manager and no part may be reproduced without his express permission given in writing
6. The following are the mandatory documents to be submitted with the tender. Details given in clause 2.4.1

1.3. FORM OF TENDER

Head of Institution,

**Kabarnet University College,
P.O Box 469-30400, Baringo.**

The tenderer is required

- 1.1 I/We _____ subject to the Conditions of Contract and drawings, offer to execute the works at a contract sum of _____
_____(KSHS)_____
- 2.1 I/We agree to complete the works within _____ weeks from the date of possession of the site or within such extended time as provided in the Conditions of Contract.
- 3.1 Further we agree that this tender shall remain valid for one twenty (120) days from the date of submission.
- 4.1 We further understand that the lowest or any tender may not necessarily be accepted nor will expenses incurred in the preparation of this tender be allowed.

Signature of Tenderer's Representative _____

Name of Tenderer's Representative _____

Company Stamp / Seal _____

Telephone: _____

Address: _____

Physical Location: _____

Date: _____

Witnessed by: _____

Signature of witness: _____

Date: _____

1.4. TENDER EVALUATION CRITERIA

After tender opening, the tenders will be evaluated in 2 stages, namely:

- Tender responsiveness
- Financial Evaluation

2.4.1 STAGE 1 – TENDER RESPONSIVENESS

In accordance with the requirements of the Instruction to Tenderers under Clause 6 only substantially responsive tenders will be subject to detailed evaluation. For purposes of Clause 6, a responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. The mandatory conditions to be complied with are:

No	Requirements	Tenderer's response
1.	A valid Bid Bond/Tender Security of 1% of the Tender Sum	YES/NO
2.	Certificate of Incorporation (under Cap 486 of the Laws of Kenya) or Certificate of Registration of Business Name.	
3.	A valid copy of the Current Single Business Permit issued by the County of the project or neighbouring counties.	
4.	Copy of valid CR12 or CR13 certificate showing the list of directors/shareholding and issued within the last 12 months.	
5.	KRA PIN Certificate with eligibility for VAT.	
6.	Valid tax compliance certificate	
7.	A valid copy of the current registration and practicing license with NCA 6 and above as a Building Works Contractor and NCA8 and above for Electrical Works and Mechanical works.	
8.	Identification of directors (attach copies of ID or Passport and CR12 for companies or CR13 for Business Names).	
9.	Pre-bid site visit certificate that is signed & stamped by the beneficiary.	
10.	Proof of power of Attorney to the Authorized person to sign the tender document where applicable.	
11.	Fully signed & stamped form of tender.	
12.	Details of at least three contracts of a similar nature executed by the bidder in the last five years by completing Schedule 5 in Section 9 of this tender document.	
13.	Current Valid EPRA Certificate of the Company/ Company Electrician	

14.	Line of Credit of not less than Ksh 20 million.	
15.	Bid document MUST be submitted in 2 copies clearly labelled as original and copy.	

NOTE:

Bidders shall fulfill all the above **Mandatory** conditions in order to proceed to the technical evaluation and ***any bidder that does not fulfill any of the above conditions shall be disqualified from further evaluation at this stage.***

EVALUATION CRITERIA



No.	Evaluation Attribute	Technical Score	Max. Score
TS1	Construction projects completed in the last five (5) years with minimum contract sum of Kshs. 20,000,000.00— Minimum of three (3) projects with mandatory documentary evidence i.e. award letter, client's contacts, practical completion certificate, certificate of making good defects (all to be provided for each project or no points shall be awarded)	1. Projects of a similar nature and similar/or higher project value — (18 marks; 6 marks each) 2. Projects of a similar nature but of lower project value — (12 marks; 4 marks each) 3. Projects of a different nature— (6marks;3marks each) 4. No completed projects — (0 marks)	18

No.	Evaluation Attribute	Technical Score	Max. Score
TS2	Ongoing construction projects — Minimum of 3 projects with mandatory documentary evidence i.e award letter & client's contacts (all to be provided or no points shall be awarded)	1. Projects of a similar nature and similar/or higher project value — (9 marks; 3 marks each) 2. Projects of a similar nature but of lower project value — (6 marks; 2 marks each) 3. Projects of a different nature — (3 marks; 1 mark each) 4. No ongoing projects — (0 marks)	9
TS3	Qualifications of company director including their qualifications in built environment related fields & experience in building construction. Certificates, CVs with referees' contacts and copies of professional membership certificates to be provided.	1. Degree holder in relevant construction related field — (6 marks; 2 marks for qualification & 1 mark for each year of experience up to max of 4 marks) 2. Diploma holder in relevant construction related field — (4 marks; 1 mark for qualification & 0.5 marks for each year of experience up to max of 3 marks) 3. Certificate holder in relevant construction related field — (3 marks; 0.5 marks for qualification & 0.25 marks for each year of experience up to max of 2.5 marks) 4. Artisan grade holder in relevant construction related field — (3 marks; 0.2 marks for qualification & 0.2 marks for each year of experience up to max of 2.8 marks)	6

No.	Evaluation Attribute	Technical Score	Max. Score
TS4	Qualifications of site supervisor & project manager personnel that will be running the project including their qualifications in built environment related fields & experience in building construction. Certificates, CVs with referees' contacts and copies of professional membership certificates to be provided.	1. Degree holders in relevant fields, per role — (15 marks: 7 marks for qualification i.e 3.5 marks each role & 1 mark for each year of experience up to max of 8 marks i.e 4 marks each role) 2. Diploma holders in relevant fields, per role — (12 marks: 5 marks for	15
		qualification i.e 2.5 marks each role & 0.7 mark for each year of experience up to max of 7 marks i.e 3.5 marks each role) 3. Certificate holders in relevant fields — (9 marks: 3 marks for qualification i.e 1.5 marks each role & 0.5 marks for each year of experience up to max of 6 marks i.e 3 marks each role) 4. Artisan grade holders in relevant fields — (6 marks: 1 mark for qualification i.e 0.5 marks each role & 0.25 marks for each year of experience up to max of 5 marks i.e 2.5 marks each role)	

No.	Evaluation Attribute	Technical Score	Max. Score
TS5	Evidence of ownership of relevant transportation means & equipment to carry out the work — Include ownership/lease documents.	1. Proof of ownership of relevant transport means & equipment — (6 marks: 2 marks each) 2. Proof of lease of relevant transport means & equipment — (3 marks: 1 mark each) 3. No proof of ownership of relevant transport means & equipment — (0 marks) (PM to provide list of the relevant equipment required based on the project scope)	6
TS7	Audited financial reports for the last three years (2024,2023 and 2022. Must be signed by directors and auditors.	1. Average annual turn-over equal to or greater than the cost of the project — (10 marks) 2. Average annual turn-over above 50% but below 100% of the cost of the project — (6 marks) 3. Average annual turn-over below 50% of the cost of the project — (3 marks)	10
TS8	Availability of working capital & References from bank/financial institutions regarding access to credit.	1. Has working capital or access to credit to finance the project to undertake at least 50% of the works — (10 marks) 2. Has working capital or access to credit to finance the project to undertake at least 25% of the works — (5 marks) 3. No submission — (0 marks)	10

No.	Evaluation Attribute	Technical Score	Max. Score
TS9	Health & Safety Plans	1. Submission of a company health & safety management plan & policy – (4 marks) 2. Submission of a signed commitment to adhere to statutory obligations under OSHA 2007 & subsidiary legislations – (1 marks) 3. Submission of CV of the safety officer that will be running the project including their qualifications in occupational safety and health, construction safety supervision and first aid training from a DOSH certified facility – (5 Marks)	10

No.	Evaluation Attribute	Technical Score	Max. Score
TS10	Works methodology	1. Submission of detailed construction method outline, including sequences and coordination of works among all parties, addressing materials and labor access, storage areas, traffic management, site plan with facilities and access details — (3 marks) 2. Submission of a detailed program of works in Gantt chart format — (3 marks) 3. Details of proposed sub-contractors to carry out specialist works under a domestic sub-contract (eg. electrical, mechanical, Lift) — Attach their company profile & work agreement with MC — (4 marks; criteria to be omitted where necessary and points redistributed amongst 1 & 2 above)	10
TS11	Litigation history	Provide a copy of accurate information about any ongoing or completed litigation or arbitration resulting from construction contracts completed or under execution over the last 5 years. Information must be certified by an Advocate of the High Court of Kenya (Commissioner for Oaths), or a Notary Public - (2 marks)	3

No.	Evaluation Attribute	Technical Score	Max. Score
TS12	Presentation & response	Presentation of tender documents that are tidy, well bound, and sequentially serialized (paginated) back- to-back in the correct sequence of 1, 2, 3, 4 on every page including the table of contents. (2 marks)	3
Total Maximum Score (marks)			100

NOTE: The minimum technical score required to pass is (42/70). Any bidder that does not fulfill any of the above conditions shall be disqualified from further evaluation at this stage.

2.4.3 STAGE 2 – FINANCIAL EVALUATION: CONFORMITY AND COMPETITIVENESS

2.4.3.1 Completeness of Bills of Quantities

- Bidders must fully price all sections of the Bills of Quantities.
- Incomplete or unpriced sections shall lead to disqualification of the bid.

2.4.3.2 Arithmetic Checks and Corrections

- Evaluation will include arithmetic verification of all calculations.
- The following rules shall apply:
 - Figures vs. Words: Amount in words shall prevail.
 - Unit Rate vs. Line Total: The unit rate shall prevail unless a documented clerical error is clear.
 - Pre-Priced Items: Provisional Sums, Contingencies, and Prime Cost items shall be reinstated as per the tender document.
- All corrections shall be recorded and initialed by evaluators.
- Tendered rates shall not be altered under any circumstances.

2.4.3.3 Range Compliance

- The corrected tender sum (inclusive of all taxes) must fall within $\pm 20\%$ of the QS estimate.
- Bids outside this range shall be considered non-responsive and excluded from further evaluation.

2.4.3.4 Scoring of Financial Proposals

- The lowest evaluated tender shall be awarded a financial score (FS) of 100 points.
- Other bids shall score proportionally according to the formula:

$$FS = \left(\frac{LowestEvaluatedPrice}{Bidder'sEvaluatedPrice} \right) \times 100$$

- The weighted financial score shall be calculated as:

$$Weighted\ FS = FS \times 0.30$$

- The final score shall be the sum of the Technical Score (70%) and the Weighted Financial Score (30%).

2.4.3.4 Reasonableness of Rates

- The lowest evaluated bidder shall undergo a rate reasonableness review.
- If significant deviations (e.g., more than four key items deviating by $\pm 25\%$ from QS estimates, or preliminaries exceeding 5% of works cost) are identified, the bid may be set aside or subjected to further review.
- The review will focus on key cost drivers such as Concrete, Reinforcement, Formwork, Walling, Plaster, Screed, Painting, Doors, and Windows.
- Where the most competitive bid exceeds the available grant value, the evaluation committee may recommend price negotiations limited to scope alignment without altering core rates.

2.4.3.4 Post-Evaluation Confirmation and Negotiation

- Before award, the bidder will be requested in writing to confirm the corrected tender amount, discount (if any), and clarifications.
- During this stage, discussions may include potential negotiated discounts or cost optimization measures to align the works within available funding without compromising scope or quality.
- Any revised figure agreed upon must be formally documented and acknowledged by both parties before final recommendation and award.

2.4.4 DUE DILIGENCE

Due diligence shall be undertaken by the Project Manager on the successful tenderer to confirm their capability, reliability, and integrity before recommending for award. The process aims to validate all submitted information, detect any misrepresentation, and ensure alignment with project requirements.

2.4.4.1 Legal and Corporate Verification

- Validity of registration, incorporation, and licenses (NCA, KRA, County permits).
- Insurance coverages (workmen's compensation, public liability, professional indemnity where applicable).
- Verification of CR12/CR13 and directorship against official registries.

2.4.4.2 Human Resource & Technical Capacity

- Key personnel qualifications, CVs, and professional registrations.
- Evidence of staff availability (avoid "shared CVs" across tenders).
- Equipment and plant ownership/lease agreements (site visit or proof of availability).

2.4.4.3 Financial Capacity

- Audited financial statements for the last 2–3 years.
- Bank reference letters and confirmation of credit facilities.
- Current project commitments to assess whether the contractor is overstretched.
- Verification of tax compliance and absence of financial distress.

2.4.4.4 Past Performance & References

- Direct referee interviews (minimum 3) with clients from similar projects.
- Site visits to at least one completed project.
- Assessment of past performance: timeliness, workmanship, and dispute history.
- Cross-check against blacklists or prior defaults (PPRA, NCA).

2.4.4.5 Project Approach & Risk Management

- Understanding of the scope and proposed execution plan.
- Health, Safety, and Environmental (HSE) policy and track record.
- Quality assurance procedures (inspection/testing regimes).
- Communication and reporting practices with clients.

2.4.4.6 Local Context & Social Considerations

- Ability to mobilize and manage logistics at the project location.
- Plan for engaging local workforce and subcontractors.
- Reputation with local communities and stakeholders.

2.4.4.7 Contractual & Legal Compliance

- Understanding of contract terms, timelines, and deliverables.
- History of claims, litigation, or contract terminations.
- Willingness to accept corrections made during tender evaluation.

2.4.4.8 Reporting:

The Project Manager shall prepare a Due Diligence Report with findings, verified evidence, and clear recommendation (Proceed / Do Not Proceed). Any contractor found to have forged, misrepresented, or materially inconsistent information shall be disqualified and reported to the relevant regulatory authority.

The tender evaluation report shall include the following supporting documents:

- Copy of the tender advertisement
- Site visit attendance register
- Site visit certificate of the successful bidder
- signed & stamped tender opening minutes
- Statutory documents of the successful bidder
- Company profile of the successful bidder
- Priced Bills of Quantities (BQ) of the successful bidder

2.4.5 TENDER AWARD

2.4.5.1 Mpesa/Safaricom Foundation rights

The Foundation reserves the right to accept or reject any tender, cancel the tender process, or reject all tenders at any time before contract award without liability or obligation to disclose reasons.

2.4.5.2 Award Letter

The successful Tenderer will be notified via email before the tender validity period expires. This Award Letter will specify the Contract Price, which the Foundation will pay for the execution, completion, and maintenance of the works. Unsuccessful tenderers will also be informed.

2.4.5.3 Contract Agreement

The Contract Agreement, incorporating all terms between the Foundation (financier), the beneficiary, and the successful Tenderer, must be signed within 30 days of the award notification unless an administrative review is requested.

2.4.5.1 Provision of statutory documents

Within 21 days of receiving the Award Letter, the successful Tenderer must provide the Project Manager with the required Performance Security, Site Specific Risk Assessment Plan and insurances as stipulated in the contract conditions.

3 SECTION III SPECIFICATIONS

3.1 STANDARD SPECIFICATIONS

1. Further to the description of the standard of works contained in the description column of the measured works section, all materials shall be new and of the best quality.
2. The construction works shall conform to the Kenya Ministry of Public Works (1976 edition) current standard specifications for construction works details of which can be examined at the offices of the Project Manager under application during normal working hours.
3. The works shall also conform to Kenya Building Code, Local County Government regulations, Ministry of Health/Public Health, relevant Kenya and British standards and best practice.

3.2 SPECIAL SPECIFICATIONS AND PRICING NOTES

3.2.1 GENERAL ITEMS

Materials Generally

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

Material for which there is a Kenya Bureau of Standard specification

All materials used in works for which a Kenya Bureau of Standards specification has been published shall conform to latest edition there for in every way. The Project Manager reserved the right to demand that the contractor shall obtain his own expenses and certificate in respect of any material to state that is in accordance with the Kenya bureau of standard specification.

Materials for which there is no Kenya Bureau of Standards specification.

All the materials used in the works for which no Kenya bureau standards specification has been published shall conform to the British standards specification for such material. If there are no published standards as specified for any materials, the quality for which there is a Kenya bureau of standards of British standard specification.

3.2.2 EXCAVATION AND EARTHWORK

Site Clearance

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

Nature of the Soil

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

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

Foundation Excavations

The foundation trenches and columns bases shall be excavated to the width and depths of the concrete foundations shown on the drawings or to such widths and depths as the Engineers may instruct after examination of the excavations.

If, however the contractor excavates to any greater depths than shown in the drawings or as instructed by the engineer, then he shall at his own expense fill in such extra depth of excavation with concrete as specified for the foundations to satisfaction of the Engineer. The contractor shall not be paid for the cost of any excavation executed deeper or wider than shown on the drawings or instructed by the engineer nor the cost of back filling such excavation or disposing of surplus.

Surplus Soil Disposal

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

Top Soil for Spreading

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

Filling under Surface Beds in Buildings

Murram filling

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

Hardcore filling

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

Anti-termite treatment

Where described the top surface of filling shall be treated with Gladiator TC pesticides to be supplied and applied by Rentokil LTD. P.O. BOX 4436, NAIROBI or other equal and approved firm strictly in accordance with the satisfaction of the Project Manager. The contractor must destroy any termite nests found within the perimeter of the building and within 20 meters from the building externally and take out and destroy queens, impregnate holes and tunnels with approved insecticide and backfill with hard material well rammed and consolidated. The specialist shall be required to issue a 10-year guarantee to Employer.

Polythene Sheeting

Polythene sheeting shall be produced by an approved manufacturer joints in sheeting shall be treble folded with a 150mm fold and taped at 300mm intervals with 50mm wide back plastic adhesive tapes.

The sheeting shall not be stretched but shall be laid with sufficient wrinkles to permit shrinkage up to 15%. The contractor shall ensure that membrane is not pierced during laying and concreting.

Existing Services

Before commencing works, the contractor shall at his own expense ascertain in writing from the relevant local authorities and all other public bodies, companies and persons who may be affected, the position and depths of their respective ducts, cables, mains or pipes and appurtenance. He shall thereupon search for and locate such services. Active existing services shall be adequately protected from damage or relocated as directed by the Project Manager. Inactive services shall be removed or sealed off in accordance with direction of the Project Manager.

Protection

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

3.2.3 CONCRETE WORKS

Codes of practice

All workmanship materials, tests and performances in connection with reinforced concrete shall be in conformity with the latest edition of the British standard for concrete works 9B.S. B110 parts 1&2, B.S.8004, B.S.8007) and any other approved local and international standards. Where inconsistency exists between these preambles and these standards, the contractor shall notify the engineer in good time for his clarification as to which of the two implications on the contract.

Supervision

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

Cement

Cement unless otherwise specified shall be ordinary Portland cement of a brand and source approved by Engineer and shall comply with the requirements of K.S.02-21. A manufacturer's certificate of test in accordance with K.S.Q2-21 shall be supplied for each consignment delivered to site.

Aggregate

Aggregate shall conform to the requirement K.S.02-95 and all the proposed sources, types and grading test results of all aggregates are to be approved in all respect by the engineer before work commences. If in the opinion of the engineer the aggregate meets with the above requirements but is dirty or adulterated in any manner it shall be screened and /or washed with clean water at the contractor's expense. Aggregate shall be delivered to the site in their prescribed platforms in separate units to avoid intermixing. On no account shall premixed coarse aggregates be brought to the batching plant. On no account shall aggregates be stock-plied on the ground.

Water

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

Quality control at works stage

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

Cement

The quality of cement shall be measured by weight. Where delivered in bags, each batch of concrete is to contain one or more bags of cement in accordance with the proportions specified. For non-structural concrete, volume batching may be used as indicated below;

<i>Class of concrete</i>	<i>15</i>	<i>10</i>
Nominal mix by volume	1:3:6	1:4:8

Cubic meters of fine aggregate

Per 50 kg. Bag of cement	0.12	0.16
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Cubic meters of coarse aggregate

Per 50kg bag of cement	0.24	0.32
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Max. Size of coarse aggregate 40mm*40mm*

or 20mm for blinding concrete where described.

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

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

Faulty concrete

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

Steel reinforcement.

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

Hot rolled MS for the

Reinforcement of concrete KS 02-22

Hot rolled MS for the

Reinforcement of concrete KS 4449

Cold worked H.Y, steel for the

Reinforcement of concrete B.S 4461

Hard drawn steel wire B.S.4482

Fabric reinforcement

Fabric reinforcement shall be electrically crossed and diminishes shown on the drawing and schedules and in accordance with B.S.4466 and B.S.8110. Reinforcement must be cut and bent cold and no welded joints will be permitted unless to detail or directed by Engineer.

Formwork.

The method and system of formwork which the contractor proposed to use be approved by the engineer before construction commences. Formwork shall be substantially and rigidly constructed of timber, steel, plastic, precast concrete or other approved material. All timber formwork shall be good, sound, clean, sawn, well-seasoned timber free from warps and loose knots and of scantlings sufficiently strong for their purpose.

3.2.4 WALLING

Materials

Cement

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

Lime

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

Sand

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

Water

Shall be as described in concrete.

Stone

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

Reinforced Walls

Steel reinforced bars in walls shall be carefully placed and spacers used to ensure that a minimum of 200mm cover is given to the reinforcement unless otherwise specified. Horizontal reinforcement is not in contact with the blocks or stone.

Wall ties

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

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

Fair face

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

Pointing of Walls

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

3.2.5 GLAZING**MATERIAL****General**

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

Standards

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

Clear sheet glass etc.

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

Obscured Glass.

To be of type described and as approved Project Manager.

Putty

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

WORKMANSHIP**General**

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

3.2.6 METALWORKS**MATERIALS****Generally**

All materials shall be the best of their respective kinds free from defects and all work is to be carried out in the most workmanlike manner and strictly as directed by the Project Manager. The materials in

all stages of transportation, handling and stacking shall be kept clean and prevented from injury by breaking, bending or distortion and weather action.

Mild steel

Mild steel shall comply with B.S. 15

Hollow section tubing

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

Bolt, Nuts and washers

These shall be fabricated from materials which comply with the appropriate B.S.

Galvanized sheet steel

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

Stainless steel

Stainless steel tube shall be authentic steel B.S. comparable to B.S.1449. TPE 316S16/

Steel Grilles

Steel grills shall be manufactured from section confirming with B.S.990 of heavy-duty sections of the metric W20 range of approved manufacture and design approved by the Project Manager.

WORKMANSHIP

Welding

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

Painting

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

Fixing of Steel Grilles

Fixing of metal grilles shall include assembling and fixing, including screwing to subframes or cutting mortises for lugs in concrete or walling and running with cement mortar (1:4), bedding frames in similar mortar and pointing in mastic, bedding sills, transoms, and mullions in mastic, making good finishing around both sides, and fixing and adjusting all fittings and frames.es.

3.2.7 FLOOR WALL AND CEILING FINISHING

PLASTER WORK

Generally

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

Plaster shall consist of an undercoat of 1-part cement to 10 parts lime putty. Each coat shall be finished to the thickness specified.

Cement

Ordinary Portland cement and shall comply with KS 02-21. White and colored cements shall comply with BS 12 and be obtained from an approved manufacturer.

Lime

Lime shall be prepared from hydrated lime complying with BS 890, part 2.

Sands

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

Water

Water shall be clean and kept free from all impurities

Mixing of materials

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

Period between coats

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

Surfaces of beds and backings

Screened beds for in-situ finishing's of floor finishing's bedded in mortar, shall be left rough from the screeding board.

Floated beds for inflexible floor finishings bedded in mastic, shall be left with a plain untextured surface.

Troweled beds for flexible finishing shall be finished smooth free from score marks, grooves or depressions

Screeded backings for in-situ wall finishings or wall finishings bedded in mortar shall be scratched for key. Floated backings for inflexible wall finishings fixed with adhesive shall be left with a plain surface.

Troweled backings for flexible wall finishings shall be finished smooth and free from score marks or depressions.

Beds and backings for finishings by specialists shall be to the approval of the specialist.

Preparation of surfaces

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

3.2.8 PAINTING AND DECORATING**MATERIALS****Colour range.**

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

Approval of brands

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

Quality of products.

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

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

Same makers materials used for coating

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

Remedying defects due to defective materials

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

Emulsion paint

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

Black bituminous paint

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

Primer for iron and steelwork

Primer for iron and steelwork shall be: -

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

Primer for woodwork

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

Oil paints

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

Polyurethane lacquer

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

Plaster, rendering, concrete blockwork and brickwork

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

Iron and steel

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

Hardwood

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

Fiberboard

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

4 SECTION IV: CONDITIONS OF CONTRACT

4.1 Definitions

In this contract:

- a) The **Contract Price** means the amount set out in the Form of Tender in Section 8 for the execution and completion of the Works and the remedying of any defects.
- b) The **Financier** Means organization, or entity that provides financial support to the project as detailed on the letter of award of contract.
- c) The **Program of Works** means a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works.
- d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Contractor's Bid.
- e) The **Completion Date** means the date of completion of the Works as certified by the Project Manager, in accordance with Clause 13
- f) The **Contract** means this Contract between the Employer and the Contractor to execute, complete, and remedy Defects in the Works including the schedules.
- g) The **Contractor's Bid** means the completed bidding document submitted by the Contractor to the Employer for the completion of the Works.
- h) **Days** means calendar days; months are calendar months.
- i) A **Defect** means any part of the Works not completed in accordance with the Contract.
- j) The **Defects Liability Certificate** means the certificate issued by the Project Manager upon correction of defects by the Contractor.
- k) The **Defects Liability Period** means the period specified in Section V: Appendix to Conditions of Contract calculated from the Completion Date where the Contractor remains responsible for remedying Defects.
- l) **Drawings** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- m) **Equipment** means the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
- n) **Force Majeure** means an exceptional event or circumstance: which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- o) The **Intended Completion Date** means the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in Section V: Appendix to Conditions of Contract. The Intended Completion Date may be revised only by the Project Manager upon approval by the Employer and The Safaricom Foundation by issuing an extension of time or an acceleration order.
- p) **Letter of Acceptance** means the formal acceptance by the Employer of the Bid and denotes the formation of the Contract at the date of acceptance.
- q) **Materials** mean all supplies, including consumables, used by the Contractor for incorporation in the Works.
- r) "**Party**" means the Employer or the Contractor, as the context requires.
- s) The **Project Manager** means the person or office named in Section V: Appendix to Conditions of Contract (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.
- t) **Retention Money** means the aggregate of all monies retained by the Employer pursuant to clause 31.1.
- u) **The Safaricom Foundation** means the organization funding the completion of the Works.
- v) The **Site** means the area defined as such in Section VI
- w) **Site Investigation Reports** means those reports that were included in the bidding documents and are factual and interpretative reports about the surface and subsurface conditions at the Site.

- x) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- y) The **Start Date** means the date set out in Section V: Appendix to Conditions of Contract. It is the latest date when the Contractor shall commence execution of the Works.
- z) A **Subcontractor** means a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- aa) **Temporary Works** means the works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- bb) A **Variation** means an instruction given by the Project Manager and approved by the Safaricom Foundation which varies the Works.
- Cc clause) The **Works** are what the Contract requires the Contractor to construct at the Site and hand over to the Employer as described in the works drawings including variations. It shall include work of all sub-contractors and suppliers as well as materials and goods supplied for incorporation in the Works.

4.1.1 Performance Bond

Performance bond shall be valid until the end of defects liability period and not practical completion. The bond shall be jointly bound to the employer & financier.

4.2 Interpretation

- 4.2.1 In interpreting this Contract, singular also means plural, male also means female or neuter, and the other way around. Clause headings and the table of contents are inserted for convenience only and shall be ignored in construing this Agreement.
- 4.2.2 The documents forming the Contract shall be interpreted in the following order of priority:
 - a) The Conditions of Contract.
 - b) Contract drawings.
 - c) Bills of Quantities as amended by this Contract or schedule of rates as applicable.
 - d) Specifications as separately supplied or as contained in the contract bills

4.3 Language and Law

The language of the Contract shall be English and Kenyan law shall govern the Contract.

4.4 Employer and Project Manager's Decisions

No decisions impacting on the completion and cost of the Works shall be made by either the Project Manager or the Employer without the prior written approval of the Safaricom Foundation. The Safaricom Foundation shall not be liable for any incremental costs claimed by the Contractor that have not otherwise been approved by it in writing.

4.5 Communications

Communications between parties that are referred to in the Conditions shall be effective only when in writing. A notice shall be effective only when it is delivered.

4.6 Sub-contracting

The Contractor may subcontract with the approval of the Employer, but may not assign the Contract. Subcontracting shall not alter the Contractor's obligations.

4.7 Other Contractors

The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

4.8 Personnel and Equipment

- 4.8.1** The Contractor will employ such number of appropriately qualified and trained personnel including competent supervisory personnel as are necessary to ensure that the Works are provided professionally, efficiently and within agreed timelines.
- 4.8.2** The Contractor shall comply with existing Kenya Labour Laws, National Construction Authority, 2011, affirmative action requirements especially for youth, women and persons living with disabilities and the Constitution of Kenya during the Execution of Works; working hours shall be regulated strictly in accordance with the provisions of the Employment Act, 2007 or any subsequent Act or regulation thereof. The Act currently sets the working hours to 8 hours per normal working day. In addition, Personnel shall be provided with at least one day off following every six consecutive days of working. The normal work week shall be restricted to 48 hours not including overtime
- 4.8.3** Overtime, if required shall be voluntary and not exceed 12 hours per week and not requested on a regular basis.
- 4.8.4** In the acquisition of Labour, the contractor shall give preference to the Locals unless there are no suitably qualified personnel in the locality.
- 4.8.5** The Contractor shall pay wages to his workers in accordance to the Relevant Act regulating the minimum Wages. The current regulation was issued through a Kenya Gazette Supplement No. 107 of 14th July 2017. The contractor shall ensure that any subsequent amendments are adhered to.
- 4.8.6** The contractor shall ensure that he does not put in his workforce members of the society who have not attained the employment age and shall display a Notice of “No Child labor” at the gate of the project.
- 4.8.7** The contractor shall keep and regularly submit to the project Manager a record of all the workers engaged at site. This record shall contain Names, ID No, Hours worked and the Salary or Wages Paid to the Workers and must be signed by the respective worker.
- 4.8.8** The Contractor shall at all times during the execution of the Works keep on Site a competent foreman literate in English to supervise the execution of the Works on behalf of the Contractor. Any instructions given to the foreman by the Project Manager or the Safaricom Foundation shall be deemed to have been issued to the Contractor
- 4.8.9** The Contractor shall deploy adequate tools and equipment as required for the purposes of carrying out the Works. The tools and equipment used shall be fit for the purpose, well maintained and where necessary calibrated.
- 4.8.10** The Contractor shall be responsible for its staff members or work force employee related taxes and shall hold the Safaricom Foundation harmless for claims regarding such taxes. Furthermore, the Contractor will be responsible for all costs associated with applying for, procuring and maintaining entry permits for any of its non-Kenyan staff engaged to provide the Works.
- 4.8.11** If at any time and on reasonable grounds, the Employer, the Project Manager or the Safaricom Foundation are not satisfied with the work product of, or work relationship with any of the Contractor’s or sub-contractor’s staff assigned to provide the Works they will communicate its disapproval to the Contractor who shall replace such staff member without

delay with a duly qualified person within a reasonable period of time so as not to affect the completion of the Works.

4.9 Insurance

4.9.1 The Contractor shall provide, in the joint names of the Safaricom Foundation and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles stated in Section V: Appendix to Conditions of Contract for the following events which are due to the Contractor's risks:

- a) loss of or damage to the Works, Plant, and Materials;
- b) loss of or damage to Equipment;
- c) personal injury or death

4.9.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Safaricom Foundation's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

4.9.3 If the Contractor does not provide any of the policies and certificates required, the Safaricom Foundation may affect the insurance which the Contractor should have provided and recover the premiums the Safaricom Foundation has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due upon demand from the Contractor.

4.9.4 Alterations to the terms of insurance shall not be made without the approval of the Safaricom Foundation.

4.10 Site Investigation and Reports

The Contractor shall be deemed to have inspected the Site and its surroundings and satisfied itself, before bidding, as to the correctness and sufficiency of its bid to perform the Works and of the rates and prices stated in the Bills of Quantities, all of which shall except in so far as it is otherwise provided in this Contract, cover all its obligations under the Contract and all matters and things necessary for the proper execution and completion of the Works and remedying of any Defects therein. The Contractor shall also be deemed to have obtained all necessary information regarding risks, contingencies and all other circumstances which may influence or affect the Contract.

4.11 Contractor to Construct the Works

The Contractor shall construct the Works in accordance with the Specifications, Drawings and the Priced Bills of Quantities within the Contract Period as defined in Section V: Appendix to Conditions of Contract.

4.12 The Works to Be Completed by the Intended Completion Date

The Contractor shall commence execution of the Works on the Start Date and shall carry out the Works in accordance with the Program of Works submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date

4.13 Drawings and Specifications

4.13.1 All Contract Drawings submitted by the Employer to the Contractor in relation to the Works or the Site shall remain the property of the Employer save where the same have been provided

by the Safaricom Foundation in which case they shall remain the property of the Safaricom Foundation and are confidential for the purpose of this Agreement. The Contractor shall ensure that the same are protected and are not being copied or disclosed to third parties without the Employer or the Safaricom Foundation's consent as the case may be. The Contract Drawings shall be returned to the Employer or the Safaricom Foundation as the case may be upon the termination of this Agreement or at any other time upon written request from the Employer or the Safaricom Foundation.

- 4.13.2** All Contract Drawings supplied by the Contractor under instructions or directions from Employer or the Safaricom Foundation in connection with the carrying out of the Works under this Agreement shall become the property of the Employer or the Safaricom Foundation as the case shall be and shall not be copied or disclosed to third parties without the Employers or the Safaricom Foundation's consent.
- 4.13.3** The Contractor hereby grants to the Employer and the Safaricom Foundation, to the full extent of the Contractor's right to do so and without any additional payment or consideration, the right to reproduce, use and disclose for the Employer or Safaricom's purposes all or any part of the reports, Contract Drawings, blueprints, data and technical information used by the Contractor or specified to be delivered by the Contractor to the Employer under this Contract.
- 4.13.4** The Contractor shall promptly notify the Project Manager in writing of any error, omission, fault and other defects, in the design, drawings or specifications for the Works which the Contractor may notice while reviewing the Contract Drawings or that he may come across while executing the Works.
- 4.13.5** Subject to clause 4.13.4 above the Works shall be executed in strict compliance with the Contract Drawings. If the Contractor does any work or part of the work in a manner that is contrary to the specifications of the Contract Drawings without the written approval of the Project Manager or Safaricom Foundation, then the Contractor shall bear all the costs arising there from including those relating to the dismantling and reconstruction of the non-compliant Works. In addition, the Contractor shall be liable for all additional costs and expenses that Safaricom Foundation may incur as a consequence of the delay.
- 4.13.6** The Contractor shall keep one copy of the Contract Drawings on Site and shall upon request make such copies available to Safaricom Foundation or the Project Manager and by any other person authorized by Safaricom in writing.
- 4.13.7** The Contractor shall be responsible for design of Temporary Works.
- 4.13.8** The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, who is to approve them if they comply with the Specifications and Drawings.
- 4.13.9** The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

4.14 Health and Safety

4.14.1 The contractor shall Ensure compliance with all statutory requirements on matters pertaining to health and safety in the workplace in accordance with the Occupational Safety and Health Act, 2007 or the most recent legislation. In addition, he shall: -

- i. Ensure that all basic amenities like toilets, wash rooms etc. are provided in enough numbers. The contractor shall also Display safety precautions at appropriate work places and Display of instruction and actions to be taken in the time of emergency.
- ii. Ensure that health and safety considerations are given top priority and are incorporated into business decision making and job planning at all levels
- iii. Ensure that all facilities and equipment are operated, maintained and are modified, wherever necessary, to provide a safe workplace.
- iv. Ensure that all plant and equipment are safe and regularly inspected as required by a government authorized inspector and certified legally safe for operation
- v. Ensure that proper health and safety rules and procedures are in place and are followed by all employees and personnel in the office and on site.
- vi. Ensure that appropriate protective safety gear is worn by all employees, visitors, and personnel on site.
- vii. Ensure that all employees are competent to carry out their respective tasks and that employees will be trained and given proper instructions about health and safety rules and that any hazards / risks involved are well indicated.
- viii. Provide a proper and adequate response system in case of accident, fire or emergency.
- ix. Ensure that follow up action is taken to investigate any accident/incident/emergency in order to take appropriate measures to avoid recurrence.
- x. Ensure all Employees shall share in the responsibility of implementing this policy at various levels.

4.14.2 The contractor shall also ensure that the site is condoned off and marked using tape or any form of site restriction such as the use of posts and strings.

4.15 Discovery

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

4.16 Access to the Site

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

4.17 Instructions, Inspections and Audits

4.17.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

4.17.2 The Contractor shall permit the Safaricom Foundation to inspect the Contractor's accounts, records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Safaricom Foundation. The Contractor shall maintain all documents and records related to the Contract for a period of three (3) years

after completion of the Works. The Contractor shall provide any documents necessary for the investigation of allegations of fraud, collusion, coercion, or corruption and require its employees or agents with knowledge of the Contract to respond to questions from the Safaricom Foundation.

B. Time Control

4.18 Possession of Site

Within the period stated in SECTION V: APPENDIX TO CONDITIONS OF CONTRACT, the Employer, or the Project Manager on his behalf, shall give possession of site to the Contractor and such access as may be necessary to enable the Contractor to commence and proceed with the Works in accordance with the contract.

4.19 Program of Work

- 4.19.1** Within five days of receipt of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program of Works showing the general methods, arrangements, order, and timing for all the activities in the Works.
- 4.19.2** An update of the Program of Works shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 4.19.3** The Contractor shall submit to the Project Manager for approval an updated Program of Works at intervals at such intervals as shall be agreed upon with the Project Manager.
- 4.19.4** The Project Manager's approval of the Program of Works shall not alter the Contractor's obligations. The Contractor may revise the Program of Works and submit it to the Project Manager again at any time. A revised Program of Works shall show the effect of Variations and Compensation Events.
- 4.19.5** The Contractor will be responsible for arranging the Programme with all Sub-Contractors including the nominated sub-contractors and nominated suppliers

4.20 Extension of the Intended Completion Date

- 4.20.1** The Project Manager shall extend the Intended Completion Date if a Variation is issued which makes it impossible for Completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
- 4.20.2** The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 5 days of the Contractor asking the Project Manager for a decision upon the effect of a Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new Intended Completion Date.

4.21 Acceleration

- 4.21.1** When the Employer wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Safaricom Foundation accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Employer and the Contractor.
- 4.21.2** If the Contractor's priced proposals for acceleration are accepted by the Safaricom Foundation, they will be incorporated in the Contract Price and treated as a Variation.

4.22 Project Management Team Meetings

- 4.22.1** The Safaricom Foundation, the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for the remaining part of the Works and to deal with any matters arising with regard to the construction of the Works.
- 4.22.2** The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

4.23 Early Warning

- 4.23.1** The Contractor shall warn the Project Manager at the earliest opportunity with a copy to the Employer and the Safaricom Foundation of specific likely future events or circumstances that may adversely affect the quality of the work, increase the Contract Price, or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 4.23.2** The Contractor shall cooperate with the Project Manager in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Project Manager.

C. DEFECTS

4.24 Identifying Defects

The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.

4.25 Correction of Defects

Every time notice of a Defect is given; the Contractor shall correct the notified Defect within the length of time specified by the Project Manager's notice.

4.26 Uncorrected Defects

If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. COST CONTROL

4.27 Fixed Price Contract

This is a fixed price contract and the contractor is deemed to have allowed in his tender for any increase in the cost of labor and /or materials during the currency of the contract

4.28 Variations

- 4.28.1** Variations for projects whose contract period is less than 12 months shall not exceed 20% of the Contract Price. All Variations shall be included in updated Program of Works.

- 4.28.2** The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.
- 4.28.3** If the Contractor's quotation is unreasonable, the Project Manager may order the Variation and make a change to the Contract Price, which shall be based on the Project Manager's own forecast of the effects of the Variation on the Contractor's costs.
- 4.28.4** Should any part of the Works be omitted from the contract and that part is carried out by others, the Contractor shall not be entitled to reimbursement of the profit he would have made had he carried out the omitted part. The main contractor shall be entitled for profit and attendance at contract rates. Where the Contractor fails to meet the standards of materials and workmanship and the work affected is removed from the contract for the purpose of maintaining standards in the project, the Contractor will pay to the Employer any extra costs properly incurred in executing the relevant works.

4.29 NOMINATED SUB-CONTRACTORS

The Contractor will be required to ensure that all nominated sub-contractors enter into the sub-contract agreement issued under the authority of the Kenya Association of Building and Civil Engineering contractors and as amplified or varied hereinafter and he must deposit with the Employer & Financier a signed extract of the relevant details thereof.

4.29 Payment Certificates

- 4.29.1** The Contractor shall submit to the Project Manager statements at such intervals as shall be agreed upon with the Safaricom Foundation of the estimated value of the work executed less the cumulative amount certified previously.
- 4.29.2** The Project Manager shall check the Contractor's statements and certify the amount to be paid to the Contractor.
- 4.29.3** The value of work executed shall be determined by the Project Manager.
- 4.29.4** The value of work executed shall include the valuation of Variations.
- 4.29.5** The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

4.30 Payments

- 4.30.1** The Contractor's attention is drawn to sales Tax Act 1971 and the value added Tax Act 1989 and any other amendments thereafter and this tender is deemed to Include for ALL costs arising or resulting therefrom.
- 4.30.2** Payments shall be adjusted for deductions for advance payments, taxes and retention. The Safaricom Foundation shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate.
- 4.30.3** Upon receipt of the application and verifying the amount, the Quantity Surveyor will prepare an interim valuation of the work completed and materials present on-site during the relevant period, within seven days. This valuation will then be sent to the Financier. Copies of the valuation will also be provided to the Employer and the Architect. Upon receiving the interim valuation, the Financier will verify the amount within four days and provide confirmation to the Architect. A copy of this confirmation will be sent to the Quantity Surveyor and the Employer.
- 4.30.4** The Architect shall issue an interim payment certificate within three days from the date of receipt of the Financier's payment verification. The payment certificate shall be completed by the Employer.

- 4.30.5** The Architect may, with the consent of the Financier, include in an interim certificate the value of materials and goods which have been stored elsewhere in safe custody by the Contractor.
- 4.30.6** On the issue of the certificate of practical completion, the Architect shall issue a certificate for one half of the total amount then so retained and the Contractor shall, on presenting any such certificate to the Financier, be entitled to payment of the said amount within fourteen days from presentation.
- 4.30.7** The final account shall be agreed between the Quantity Surveyor, the Financier, and the Architect. If the Contractor does not sign the final account within thirty days after being so requested to do, the Architect may issue the final certificate based on the final account approved by the Financier. The final account shall be copied to the Employer.

4.31 Retention

- 4.31.1** The Safaricom Foundation shall retain 10% from each payment due to the Contractor until Completion of the whole of the Works. No interest shall be earned by the Contractor on the amounts retained.
- 4.31.2** Upon the final defects Liability inspection, the contractor shall be called upon to correct any defects and a Defects Liability Certificate issued. If the contractor fails to address any defects arising as a result of workmanship, the Project manager shall cause the defects to be addressed using the retention money. If there are no defects, the contractor shall then raise the certificate for payment of the Retention Money. The Project Manager, shall assess and forward the payment Request to Safaricom Foundation or Any other Financier for Payment. The Contractor may substitute retention money with an “on demand” bank guarantee if he wants to be paid before the expiry of the Defects Liability Period.

4.32 Liquidated Damages

- 4.32.1** The Contractor shall pay liquidated damages to the Employer at the rate per day stated in Section V: Appendix to the Conditions of Contract for each day that the Completion Date is later than the Intended Completion Date. Payment of liquidated damages shall not affect the Contractor’s liabilities.
- 4.32.2** If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate.

4.33 Securities

- 4.33.1** The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount specified in Section V: Appendix to Conditions of Contract by a bank acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 days from the date of issue of the Certificate of Completion in the case of a bank guarantee. However, this clause shall not be applicable for labor-based Contracts

4.34 Cost of Repairs

- 4.34.1** Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions

E. FINISHING THE CONTRACT

4.35 Completion

- 4.35.1** The Contractor shall request the Project Manager to issue a certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the work is completed

4.36 Taking Over

- 4.36.1** The Employer shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

4.37 Final Account

- 4.37.1** The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 10 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.

4.38 Termination

- 4.38.1** The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 4.38.2** Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- a)** The Contractor stops work for 5 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - b)** The Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 28 days;
 - c)** The Employer or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - d)** A payment certified by the Project Manager is not paid by the Employer to the Contractor within 60 days of the date of the Project Manager's certificate;
 - e)** The Project Manager gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

- f) The Contractor does not maintain a Security or insurance, which is required; and
- g) The Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid.
- h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, pursuant to Clause 39.1.
- i) Notwithstanding the above, the Employer may terminate the Contract for convenience.
- j) If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.

4.39 Fraud and Corruption

4.39.1 The Safaricom Foundation requires that Borrowers (including beneficiaries of Safaricom Foundation grants), as well as Contractors, Subcontractors, manufacturers, and Consultants under Safaricom Foundation-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Safaricom Foundation:

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- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i. “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
 - ii. “Fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - iii. “Coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - iv. “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- b) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Safaricom Foundation to remedy the situation; and
- c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a Safaricom Foundation-financed contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Safaricom Foundation-financed contract.

4.40 Payment Upon Termination

4.40.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the work done and Materials ordered less liquidated damages, advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed. If the total

amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

- 4.40.2** If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

4.41 Property

- 4.41.1** All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Safaricom Foundation if the Contract is terminated for any reason.

4.42 Release from Performance

- 4.42.1** If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made

4.43 Suspension of Safaricom Foundation Grant

- 4.43.1** In the event that the Safaricom Foundation suspends the Grant to the Employer, from which part of the payments to the Contractor are being made:
- a) The Employer is obligated to notify the Contractor, with copy to the Project Manager, of such suspension within 7 days of having received the Safaricom Foundation's suspension notice.
 - b) If the Contractor has not received sums due it within the 28 days for payment provided for in Clause 37, the Contractor may immediately issue a 14-day termination notice.

4.44 Settlement of Disputes

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

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

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

- 4.44.2** The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to General Construction Contract

October 2022 41 in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

- 4.44.3** Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 4.44.4** Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably with or without the assistance of third parties. Proof of such an attempt shall be required.

5 SECTION V: APPENDIX TO CONDITIONS OF CONTRACT

Description	Clause	Insertions
Defects Liability Period	1 (j)	6 Months
Intended Completion Date	1 (n)	
Project Manager	1(r)	LINEAR COST CONSULTANTS LTD P. O. BOX 25481-00603 NAIROBI
Start Date	1 (x)	
Name of Contractor's Insurer	9.1	
Insurance Cover	9.1	CONTRACTOR'S ALL RISK/WIBA
Contract period	11.1	
Period for possession of site	19.1	
Period for submission of programmes	20.1	
Intervals for payment certificates	30.1	MONTHLY
Percentage of certified value retained	32.1	10%
Limit of retention fund	32.1	10%
Damages for delay in completion	33.1	0.5% PER WEEK UPTO 10% MAX.
Name of Contractors surety	34.1	
Performance Security	34.1	5%
Signed & Stamped Employer		Signed & Stamped Contractor

6 SECTION VI: THE EXTENT OF SITE AND SCOPE OF WORK

The site of the proposed works is located in Kamotiotmet village, Euklel chap chap ward, Ewalel Location, Baringo central Sub County, in Baringo County.

Bidders are advised that all works will be checked against the specifications issued and must conform to these bills of quantities, the drawings and specifications issued in this Contract Document and will also include clearing and tidying of site at completion.

The works shall be as described in the tender documents and shall include the following in general;

1. Proposed renovation and equipping of 2no.computer laboratories at Kabarnet university college is located in Kamotiotmet village, Euklel chap chap ward, Ewalel Location, Baringo central Sub County, in Baringo county

7 SECTION VII: FORM OF AGREEMENT.

FORM OF AGREEMENT (to be filled after tender award)

THIS AGREEMENT is made on the _____ day of _____ 20____ between _____
_____ of [or whose registered office is situated at]
_____ (Hereinafter called “the Employer”) of the one part _____

AND

_____ Of [or whose registered office is situated at]

(Hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes _____

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

Kenya Shillings _____ [Amount in words].

NOW THIS AGREEMENT WITNESSETH as follows:

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

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of

(i) Name _____

Address _____

Signature _____

(ii) Name _____

Address _____

Signature _____

8 SECTION VIII: BILLS OF QUANTITIES

The Contractor is required to check the number of pages of these Bills of Quantities and should he find anything missing, or in duplicate, he must inform the Project Manager, at once and have the same rectified.

Should the Tenderer be in doubt about the precise meaning of any item or figure for any reason whatsoever, he must inform the Project Manager, in order that the correct meaning may be decided before the date for submission of Tenders.

No liability will be admitted nor 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.

8.1 PREAMBLE TO BILLS OF QUANTITIES

- 8.1.1 The Bills of Quantities form part of the Contract Documents and are to be read in conjunction with the instructions to Tenderers and these documents.
- 8.1.2 The prices and rates to be inserted in the Bill of Quantities are to be the full, inclusive value of the work described under the several items including all costs and expenses which may be required in and for the execution of the work described and for the Contractor's overheads and profits. The Contractor's attention is drawn to Sales Tax Act 1971 and the value added Tax Act 1989 and any other amendments thereafter and this tender is deemed to include for ALL costs arising or resulting therefrom.
- 8.1.3 Each item in the B/Q contains only a brief description of the proposed work. Fuller details and directions of the work to be done, the materials to be used, the standards of workmanship, methods of measurement and payment are to be found in the various sections of the Specifications.
- 8.1.4 The Tender document must be filled in ink and ***an offer made in the form of tender.***

**8.2 BILL OF QUANTITIES FOR PROPOSED RENOVATION AND
EQUIPPING OF 2NO. LABORATORIES AT KABARNET UNIVERSITY
COLLEGE IN BARINGO COUNTY.**

9 SECTION IX: LIST OF SCHEDULES

9.1 SCHEDULE 1: DECLARATION

- a) I confirm compliance of all clauses of the General Conditions, General Specifications and Particular Specifications in this tender.
- b) I confirm I have not made and will not make any payment to any person, which can be perceived as an inducement to win this tender.
- c) I confirm that I have not and will not engage or employ any child or even young workers (persons who have not completed the age of eighteen years) in undertaking the works described under this contract.
- d) I confirm that I will not adopt forced and compulsory labor if awarded the construction works. Further, laborer's will not be required to make any deposits or lodge identification papers upon commencing employment.
- e) I confirm that I shall not withhold any person's salary, benefits, property or documents in order to force such persons to continue working. The workers shall be free to leave the premise at the end of their shift and I also confirm that I shall not engage or support trafficking in human beings.
- f) I will be committed to providing a safe and healthy working environment and taking adequate steps to prevent accidents and injury to health arising out of, associated with or occurring in the course of work and working environment. I further commit to provide all workers with personal protective equipment as required by law.
- g) I confirm that all persons seeking employment under my jurisdiction in line with this Safaricom Foundation funded project shall not be discriminated on grounds of age, sex, race, caste, religion, nationality, any other types of disabilities, trade association membership and political affiliation. In addition, No one shall employ at the sites of work if they have not attained the Legal working Age of 18years.

Signed: _____ for and on behalf of the Tenderer

Date: _____

Official Rubber Stamp: _____

9.2 SCHEDULE 2: TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of Tenderer:

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

3. Telephone number (s) of Tenderer:

4. Telex/Fax Address of Tenderer:

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

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

Signature of Tenderer.

9.3 SCHEDULE 3: 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 (2d) whichever applies to your type of business.

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

Part 1 – General

Business Name _____

Location of business premises: _____ Country/Town _____

Plot No _____ Street/Road _____

Postal Address _____ Tel No _____

Nature of Business: _____

Current Trade License No _____ Expiring date _____

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

Kenya Shillings _____

Name of your bankers _____

Branch _____

Part 2 (a) – Sole Proprietor

Your name in full _____ Age _____

Nationality _____ Country of Origin _____

Citizenship details _____

Part 2 (b) – Partnership

Give details of partners as follows:

	Name in full	Nationality	Citizenship Details	Shares
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

Part 2(c) – Registered Company

Private or Public _____

State the nominal and issued capita of the company:

Nominal KShs. _____

Issued KShs _____

Give details of all directors as follows (Attach IDs and CR12

	Name in full	Nationality	Citizenship Details	Shares
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

Part 2(d) Interest in the Firm:

Are there any person/persons in the employment of the Government of Kenya WHO has interest in this firm? Yes/No _____(Delete as necessary)

I certify that the above information is correct.

Title

Signature

Date

* Attach proof of citizenship and Business ownership

9.4 SCHEDULE 4: KEY PERSONNEL

Qualifications and experience of key personnel proposed for administration and execution of the Contract. (Attach CVs and Certificates)

<u>No.</u>	Position	Name	Highest Qualification	Years of Experience
1	Director			
2	Site Agent			
3	Foreman			
4	Mason/Artisan			
5	First Aider/Fire Marshal			

I certify that the above information is correct.

Title

Signature

Date

9.5 SCHEDULE 5: CONTRACTS COMPLETED IN THE LAST EIGHT (8) YEARS

Work performed on works of a similar nature and volume over the last five years. (Attach Completion Certificates, Award letters, LSOs, Etc.) Include contact person and Telephone.

NO.	Project Name	Name of Client	Name of Contact Person	Telephone Contact	Type of Work and Year of Completion	Value of Contract (Kshs.)
1.						
2.						
3.						
4.						
5.						

I certify that the above works were successfully carried out and completed by ourselves

Title

Signature

Date

9.6 SCHEDULE 6: LIST OF ON-GOING PROJECTS

Details of on-going or committed projects, including expected completion date. (Attach Completion Certificates, Award letters, LSOs, Etc.)

NO.	Project Name	Name of Client	Client Contact	Contract Sum	% Complete	Completion Date
1.						
2.						
3.						
4.						
5.						

I certify that the above works are currently being carried out by ourselves.

Title

Signature

Date

9.7 SCHEDULE 7: EVIDENCE OF FINANCIAL RESOURCES

(Attach a Bank Statement for the last six months)

9.8 SCHEDULE 8: BANK ACCOUNT DETAILS



SUPPLIER BANK ACCOUNT DETAILS:

SUPPLIER NAME:			
ADDRESS:	P.O.BOX:		
	POSTAL CODE:		
	TOWN:		
	COUNTRY:		
TELEPHONE NUMBER:			
PIN REGISTRATION NUMBER:			
VAT NUMBER:			
BANK NAME:			
BRANCH:			
ACCOUNT NAME:			
ACCOUNT NUMBER:			
PAYMENT CURRENCY:			
BANK ROUTING CODE:			
BANK ROUTING METHOD:			
BANK SWIFT CODE:			
CONTACT PERSONS:			
COMPLETED BY:			
POSITION:			
SIGNED:		DATE	

9.9 SCHEDULE 9: LITIGATION HISTORY

Details of Litigations or Arbitration Proceedings in which the Tenderer is involved as One of the Parties

Information on current litigation in which the Tenderer is involved.

OTHER PARTY (IES)	CAUSE OF DISPUTE	VALUE (KSHS)

I certify that the above information is correct.

Title

Signature

Date

**9.10 SCHEDULE 10: ENVIRONMENTAL AND SOCIAL
COMMITMENT.**

I have taken
due note of the importance to comply with environmental and social standards and regulations.

I, the undersigned, [.....] acting as
the duly authorized representative of [.....],

With respect to the submission of a bid for [.....] in
accordance with the invitation to tender No [.....], I
undertake to comply, and ensure that our subcontractors, if any, comply with international
environmental and labor standards consistent with applicable law and regulations in the country of
implementation of the Project, including the fundamental conventions of the International Labour
Organization (ILO) and international environmental treaties

In addition, I also undertake to adopt any environmental and social risk mitigation measures as
defined in the environmental and social management plan or the notice of environmental and social
impact issued by the Employer.

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____ duly authorized to
sign

Tenders for and on behalf of

.....[Name of Tenderer] of

.....[Address of Tenderer]

..... [Seal or Stamp of Tenderer]

CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying quotation form to the Project Manager, Safaricom Foundation for **PROPOSED RENOVATION AND EQUIPPING OF 2NO. LABORATORIES AT KABARNET UNIVERSITY COLLEGE IN BARINGO COUNTY** in response to the request for quotation made by _____

_____ (*Name of tenderer*) do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____
(*Name of Tenderer*) that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tenderer will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the quotation on behalf of the Tenderer;
4. For the purposes of this Certificate and the quotation, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a. has been requested to submit a quotation in response to this request for quotations;
 - b. could potentially submit a quotation in response to this request for quotations based on their qualifications, abilities or experience;
5. The Tenderer discloses that they have arrived at the quotation independently from and without consultation communications agreements or arrangements with one or more competitors.

Name _____

[*Name of tenderer and Date*]

Date _____

Signature: _____

Stamp: _____

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I _____ (Person) on behalf of

_____ (Name of the Business/ Company/Firm)
declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal Activities in Kenya and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized Signatory

Sign: _____

Position: _____

Office address: _____

Telephone: _____

Email: _____

Name of the Firm/Company: _____

Date: _____

(Company Seal/ Rubber Stamp where applicable)

Witness

Name: _____

Sign: _____

Date: _____

10 SECTION X: DRAWINGS.

The following drawings have been provided subject to the provisions of Clause 14 of the Conditions of Contract contained in this Tender Document:

- i. Attached separately