

**LUANDA CONSTITUENCY
NATIONAL GOVERNMENT CONSTITUENCY DEVELOPMENT
FUND**



QUOTATION NO: RFQ/LUA/NG~CDF/30/2024-2025

QUOTATION NAME:

PROPOSED BOREHOLE DRILLING AT EBUBAYI SECONDARY SCHOOL

CLOSING DATE AND TIME: 17th FEBRUARY, 2026 AT 10.00AM

Luanda National Government Constituency Development Fund

P.O Box 536-50307

Luanda, Kenya

cdfluanda@ngcdf.go.ke

ISSUE DATE: 29TH JANUARY, 2026

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REQUEST FOR QUOTATIONS (RFQ) FOR SMALL CONTRACTS (BUILDING WORKS)

To: _____ [Insert Name and Postal and Physical Address of selected Bidder]

From: (Insert the name and address of the Procuring Entity) (Insert the title of the quotation) **NG-CDF Luanda Constituency, P.O. Box 536, LUANDA**

The Proposed Borehole Drilling at Ebubayi Secondary school.

[Quotation Reference Number] **RFQ No.: RFQ/LUA/NG-CDF/30/2024-2025**

1. The **NG-CDF Luanda Constituency, P.O. Box 536, LUANDA** [insert name of Procuring Entity] invites you to submit quotations for **The Proposed Borehole Drilling AT EBUBAYI SECONDARY School** (insert one of the following: works) indicated in detail in "Table A. Schedule of Requirements and Specifications and **attached BQs and drawings**". The quotation shall follow the instructions and documents in this RFQ document and shall be in English Language. Bidders may obtain further information during office hours 9.00AM-4.00PM [insert office hours if applicable] *i.e., 0900 to 1600 hours* at the address given below.

Address for Submission of Quotations.

- a) Mailing Address: **NG-CDF Luanda Constituency, P.O. Box 536, LUANDA** (Postal Address (include name of Officer to be attentional)).
 - b) Physical address **NG-CDF Luanda Constituency, P.O. Box 536, LUANDA** (for hand and Courier Delivery to an office or Quotation Box, specify City, Street Name, Building, Floor Number and Room)
2. Quotations shall be submitted in accordance with the instructions in **Part 1: Quotation Procedures** and in a sealed envelope clearly indicating name and address of the Bidder, the quotation name and title and must reach the **NG-CDF Luanda Constituency, P.O. Box 536, LUANDA** at the address indicated below not later than [indicate date and time] **17TH FEBRUARY, 2025 at 10.00am. Electronic RFQs will NOT be permitted.** Quotations can be delivered by registered mail, courier or hand delivery at the: **NG-CDF Luanda Constituency, P.O. Box 536, LUANDA** at the Bidder's option. Late quotations shall be rejected.
 3. Enquiries regarding this quotation may be addressed to **NG-CDF Luanda Constituency, P.O. Box 536 LUANDA or The Supply Chain management Officer Luanda Sub county.** [indicate title and complete address of official in charge].
 4. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.
 5. Please inform by email or express mail the undersigned within **3 days** (Specify the number of days) of receipt of this RFQ if you will not be submitting a quotation.

Yours sincerely,

[Signature, Designation and Position of Authorized Official]

PART 1: INSTRUCTIONS TO BIDDERS

1. **Bidders are advised to read carefully** these instructions and the Conditions of Contract in **Part 3: Contract**, before preparing the quotation. The standard forms in this RFQ may be photocopied for completion but the Bidder is responsible for their accurate reproduction. The term Bidder shall mean the firm or person invited to submit a quotation. The term Quotation herein shall mean the quotation submitted as usually understood in public procurement.
2. **A complete set of quotation documents may be obtained by interested Bidders at the NG-CDF Luanda Constituency Office /The Supply Chain Management Office Luanda Sub County.**
3. **Validity of Quotations:** The quotation will be held valid for **150 days** from the date of submission.
4. **The Quotation shall consist of** completed Tables A, B and C and the Form of Quotation all indicated in Part 2 of this Request for Quotations, and documents to evidence Eligibility and Conformity to Technical Specifications.
5. **Sealing and Marking of Quotations:** Quotations in one “one original” should be sealed in a single envelope, clearly marked with the **Quotation Reference Number** in the RFQ, the Bidder's name and the name of the Procuring Entity. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.
6. **Submission of Quotations:** Quotations, and any alternatives if allowed as per Item 11 below, should be submitted to the address below, on or before the date and time indicated in sub-item 4 below. Late quotations will be rejected.

Address for Submission of Quotations.

Mailing Address: Postal Address (include name of Officer to be attentional):

NG-CDF Luanda Constituency, P.O. Box 536, LUANDA.

Physical address for hand or Courier Delivery to an office or Quotation Box (City, Street Name, Building, Floor Number and Room)

NG-CDF Luanda Constituency, P.O. Box 536, LUANDA

Date of Submission (deadline): **17th February, 2026** (*day, month and year*).

Time of Submission (deadline): **10.00am** (*Kenya time*).

Electronic Bids will NOT be permitted.

7. **Opening of Quotations:** Quotations will be opened publicly immediately after the closing date and time specified in item 5 (4) above, by at least three appointed officials of the Procuring Entity in the presence of the Bidders' designated representatives who choose to attend at the **NG-CDF Luanda Constituency, BOARDROOM.**
8. **Bidder Eligibility:** Bidder must submit Documentary evidence to show his/her eligibility to be awarded a contract to cover each of the following:
 - (i) **See Contractors' requirements attached**The Bidder shall also complete attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.
9. **Invitation not transferable:** This invitation is not transferable to other firms or individuals not so invited.
10. **Goods Eligibility:** Bidder must submit as evidence documents to show the country of origin of any goods to be supplied or incorporated in the work or services
11. **Technical Specifications:** Documentary evidence to show that the goods meet the technical specifications.
12. **Alternative Quotations:** Bidders **are not permitted** to submit alternative quotations for

alternative technical solutions for specified parts of the Works . Only the alternatives, if any, of the Bidder with the winning quotation conforming to the basic technical requirements shall be considered by the Procuring Entity.

13. **Currency:** Quotations shall be priced in Kenya Shillings. Quotations in other currencies will be rejected.
14. **Evaluation of Quotations:** The evaluation of quotations will be conducted using the procedure **set out in the Evaluation and Qualification Criteria attached and as shown below:**
 - i) Preliminary examination to determine Bidder eligibility:
 - (i) **See Contractors' Requirements attached for each Category applied**
 - ii) Technical examination to determine compliance with technical specifications as per **Contractors' Requirements attached for each Category applied**. Quotations failing this stage will be rejected and not be considered in next stage.
 - iii) Financial examination to determine Bidder's Evidence of Financial Resources (Cash in hand, lines of credit, overdraft etc).
15. **The bidder with most responsive quotation will be awarded**
16. **Award of contract:** Award of contract shall be by placement of a Letter of Acceptance in accordance with **Part 3: Contract**. Unsuccessful Bidders who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation
17. **Right to Reject:** The Procuring Entity reserves the right to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

EVALUATION AND QUALIFICATION CRITERIA

A. MANDATORY REQUIREMENTS

ITEM	MANDATORY REQUIREMENT
MR1	Certificate of Incorporation / Registration from the Registrar of Companies / Businesses;
MR2	A copy of company's list of directors, beneficial owners, name if proprietor or names of partners (copy of CR 12) for the bidder not more than one year old
MR3	Current Category of Registration with National Construction Authority (NCA) in building works; NCA 8 and above
MR4	Contractor's Annual Practicing License for the above category from NCA for the current year
MR5	Valid Tax Compliance Certificates;
MR6	Valid Single Business permit.
MR7	Dully filled Declaration and commitment to the Code of Ethics Form.
MR8	Certified current bank statement/letter of credit for the last Six months.
MR9	Certified audited financial accounts for the last three years.
MR10	Form of Quotation Fully Filled & Signed
MR11	Serialization of pages of bid document

B. TECHNICAL EVALUATION CRITERIA

The award of points for evidence provided or the standard forms considered in this section shall be as shown below;

PARAMETER

MAXIMUM POINTS

	Company
(i) Bid Quotation Forms -----	5
(ii) Key personnel -----	20
(iii) Contract Completed in the last Five (5) years -----	20
(iv) Schedules of on-going projects -----	8
(v) Schedules of contractor's equipment -----	20
(vi) Audited Financial Report for the last 3 years -----	10
(vii) Evidence of Financial Resources -----	15
Litigation History -----	2
TOTAL	100

Detailed Scoring Plan

Item	Description	Point Scored	Max. Point
i	Bidding Quotation Forms <ul style="list-style-type: none"> Completely filled ----- 5 Not fully filled ----- 0 		5
ii	Key Personnel (Attach evidence) Director of the firm <ul style="list-style-type: none"> Holder of degree in relevant Engineering field ----- 4 Holder of diploma in relevant Engineering field ----- 3 Holder of certificate in relevant Engineering field ----- 3 Holder of Grade I - III test certificate in relevant Engineering field --- 2 No relevant certificate ----- 1 		4

Item	Description	Point Scored	Max. Point
	At least 1No. degree/diploma holder of key personnel in relevant field <ul style="list-style-type: none"> With over 5 years relevant experience ----- 4 With over 3 years relevant experience----- 3 With under 1 year's relevant experience ----- 2 		20
	At least 1No. Grade III certificate holder of key personnel in relevant field <ul style="list-style-type: none"> With over 5 years relevant experience----- 6 With over 3 years relevant experience ----- 4 With under 1 year's relevant experience -----2 	6	
	At least 2No artisan (trade test certificate in relevant field) <ul style="list-style-type: none"> Artisan with over 5 years relevant experience ----- 6 Artisan with under 3 years relevant experience ----- 4 Non skilled worker with over 5 years relevant experience ---- 2 	6	
iii	Contract completed in the last five (5) years (Min of 3No. Projects)- Provide Evidence <ul style="list-style-type: none"> Project of similar nature, complexity or magnitude ----- 20 Project of similar nature but of lower value than the one in consideration - 10 No completed project of similar nature -----0 		20
iv	On-going projects – Provide Evidence <ul style="list-style-type: none"> 3No Project of similar nature, complexity and magnitude -- 8 2No and below Projects of similar, nature complexity and magnitude ----- 5 1No on-going Project of similar nature, complexity and magnitude ----- 3 		8
v	Schedule of contractor's equipment and transport (proof or evidence of ownership/Lease)		20
	a) Relevant Transport <ul style="list-style-type: none"> Means of transport (Vehicle) ----- 10 No means of transport ----- 0 	10	
	b) Relevant Equipment <ul style="list-style-type: none"> Has relevant equipment for work being tendered ----- 10 No relevant equipment for work being tendered ----- 0 	10	
vi	Financial report		10
	a) Audited financial report (last three (3) years, 2023, 2022 &2021) <ul style="list-style-type: none"> Average Annual Turn-over equal to or greater than the cost of the project ----- 10 Average Annual Turn-over above 50% but below 100% of the cost of the project ----- 6 Average Annual Turn-over below 50% of the cost of the project – 3 		
	b) Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc.) <ul style="list-style-type: none"> Has financial resources to finance the projected monthly cash flow* for three months -----15 Has financial resources equal to the projected monthly cash flow*--10 Has financial resources less the projected monthly cash flow*--5 Has not indicated sources of financial resources ----- 0 		15
vii	Litigation History <ul style="list-style-type: none"> Duly Filled ----- 2 Not filled ----- 0 		2
TOTAL			100

QUOTATION AND QUALIFICATION DOCUMENTS

Instructions to Bidder. Bidder must complete and submit as part of the Form of quotation.

- (i) FORM OF QUOTATION
- (ii) SCHEDULE OF REQUIREMENTS TABLE (**See BQs Attached**)
- (iii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION
- (iv) SELF-DECLARATION FORM

FORM OF QUOTATION [To be completed by Bidder]

Quotation Addressed to (<i>Procuring Entity</i>)	
Date of Quotation	
Quotation Reference Number:	
Subject of Quotation	

1. We have examined and have no reservations to the Request for Quotation document, and understand its full content and intent.
2. In compliance with your request for quotations dated _____, referenced above, we offer to _____ (**Complete the works**) to cover and conform to our pricing listed in the attached in Table B. Quotation Submission TABLE at a total price of Kenya Shillings _____ (in words) -----

3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: INSTRUCTIONS TO BIDDERS.
4. We also confirm that the _____ (**works to be constructed**) conform to the **BQs and drawings attached** and in conformity with technical specifications listed in PART 2: SCHEDULE OF REQUIREMENTS of this RFQ Document.
5. We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
6. We confirm that the prices quoted are **fixed and firm** for the duration of the validity period and performance of the contract and will not be subject to revision or variation.
7. The validity period of our quotation is: _____ days from the time and date of the submission deadline (*number to be same as in the instructions to Bidders*).
8. We confirm we are not submitting any other Quotation as an individual or firm, and we are not participating in any other Quotation as a Joint Venture member or as a subcontractor.

9. We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
11. We hereby certify and confirm that the Quotation is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Quotation Determination” attached below.
12. We, the Bidder, have completed fully and signed the **FORM FOR DISCLOSURE OF INTEREST**- interest of the firm in the Procuring Entity, attached below.

The Delivery/Completion period offered is: _____ days from date of acceptance of Quotation. The warranty period offered is _ weeks.

Quotation Authorized by:

Name and designation _____

Signature: _____

i) SCHEDULE OF REQUIREMENTS TABLE (see also BQs ATTACHED)

(Procuring Entity will complete the list of items to be same as those on Part 2 Table A. Schedule of

Requirements and Technical Specifications and Bidder should complete columns D and E).

A Item	B Description of Goods/works/services (Procuring Entity to select one)	C Quantity	D Unit price	E Total Price in Ksh
1	Borehole Drilling	1		
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
ETC.				
TOTAL PRICE IN KSH.				

Signature: _____

And seal/Stamp

Position:

Authorized for and on behalf of (specify name of tenderer)

Date _____

ii) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying Letter of quotation to the

_____ [Name of Procuring Entity] for:

_____ [Name and number of +-+ quotations] in response to the request for Bids made by: _____ [Name of Bidder] do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Bidder] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Bidder 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 Bidder with authority to sign this Certificate, and to submit the quotation on behalf of the Bidder;
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 Bidder, whether or not affiliated with the Bidder, 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 Bidder discloses that [check one of the following, as applicable]:
 - a) The Bidder has arrived at the quotation independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Bidder has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for quotations, and the Bidder discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a quotation; or
 - d) the submission of a quotation which does not meet the specifications of the request for quotations; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for Bids relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. the terms of the quotation have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official quotation opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name

Title

Date

[Name, title and signature of authorized agent of Bidder and Date]

iii) SELF-DECLARATION FORM

We, the Bidder _____ (*insert name*) submitting our Quotation in respect of Quotation No _____ for _____ (*insert quotation Title Description*) for _____ (*insert Name of Procuring Entity*)

DECLARE AS FOLLOWS:

That, We the Bidder including any entity or individual that directly or indirectly controls, is controlled by or is under common control with us, and any subcontractors, suppliers, project managers, consultants, manufacturers, service providers, agents, individuals, or any other party involved or to be involved for any part of the processes of procurement and contract execution related to the above quotation:

- a) have not engaged/will not engage in any corrupt or fraudulent practices in the processes of procurement and contract execution related to the above quotation as defined and/or described in the following:
 - i) the RFQ for the above Quotation;
 - ii) Kenya's Public Procurement and Asset Disposal Act, 2015) and its attendant Regulations;
 - iii) Kenya's Anti-Corruption and Economic Crimes Act, 2013; and
 - iv) any such other Acts or Regulations of Government of Kenya;
- b) have not offered/will not offer any inducement to any member of the board, management, staff and/or employees and/or agents of (*name of the procuring entity*);
- c) have not engaged/will not engage in any collusive or corrosive practice with other BIDDERS participating in the subject quotation;
- d) have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya.

That, what is deponed to herein above is true to the best of our knowledge, information and belief.

Name of the Bidder:[*insert complete name of Bidder signing the quotation*]

Name of the person duly authorized to sign the quotation on behalf of the Bidder:

.....[*insert complete name of person duly authorized to sign the quotation*]

Title of the person signing the Quotation:[*insert complete title of the person signing the quotation*]

Signature of the person named above:[*insert signature of person whose name and capacity are shown above*]

LITIGATION

Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____

Date: _____

Non-Performed Contracts in accordance with contractor's requirements for Company's			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January 2017 specified in contractor's requirements for Company's			
<input type="checkbox"/> Contract(s) not performed since 1 st January [insert year] specified in contractor's requirements for Company's			
Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]
Pending Litigation, in accordance with Company's contractor's requirements			
<input type="checkbox"/> No pending litigation in accordance with contractor's requirements for Company's,			
<input type="checkbox"/> Pending litigation in accordance with contractor's requirements for Company's as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	

Litigation History in accordance with contractor's requirements for Company's			
<input type="checkbox"/> No Litigation History in accordance with contractor's requirements for Company's			
<input type="checkbox"/> Litigation History in accordance with contractor's requirements for Company's as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
[insert year]	[insert percentage]	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Matter in dispute: [indicate main issues in dispute] Party who initiated the dispute: [indicate "Procuring Entity" or "Contractor"] Reason(s) for Litigation and award decision [indicate main reason(s)]	[insert amount]



PART 2: SCHEDULE OF REQUIREMENTS

TABLE B. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

[Procuring Entity to complete Columns a-d and Bidder to complete Column Indicating YES or No and if NO indicate the specification of the offered item]

Item No	Description of Goods/works/services (Procuring Entity to select one) For Works attach drawings	Quantity	TECHNICAL SPECIFICATIONS (complete) (Procuring Entity)	CONFORMITY WITH TECHNICAL SPECIFICATIONS (to be completed by Tenderer)
1	B	C	D	E
2	Borehole Drilling	1	As per BQ Attached	
3				
4				
5				
6				
7				
8				
9				

ATTACHMENTS (to be listed below and supplied by Procuring Entity)

1.

ETC.

TECHNICAL SPECIFICATIONS FORWORKS/SERICES

- a) A preliminary description of the proposed works/services and work method and schedule, including drawings and charts, as necessary, containing all required information by which the proposed works may be evaluated (e.g. technical characteristics, operational capacities, maintenance, environmental effect, etc.) together with manuals or instructions for use or any other relevant information and documentation, delivery/installation schedules, etc.;

Specification

Specifications applicable are those by the Ministry of Public Works General Specifications dated March 1976 (together with any amendments issued thereof). The Contractor should obtain a copy from the Ministry of Public Works. No liability will be admitted nor claim allowed in respect of errors in Contractor's tender arising from the lack of knowledge on the said specification.

Goods, materials and workmanship meeting other authoritative standards and which promise to ensure equal or higher quality than the standards specified, will also be acceptable

- b) A detailed statement of how the Bidder will carry out the works/services that will form an integral part of the Contract.

c) **DRAWINGS**

(Procuring Entity to attach Drawings (if any))

CONTRACT AGREEMENT

- (1) THIS CONTRACT AGREEMENT is made _____ (specify date).
Between _____ [Insert complete name of Procuring Entity], and having its principal place
of Business at _____ [Insert address of Procuring Entity] and
_____ [Insert name of contractor], and having its principal place of
business at _____ [insert address of contractor].
- (2) WHEREAS the Procuring Entity invited quotations for the Supply of Goods/works/services (select one) described in
Table B, i.e. _____ [insert brief description of works] and
has accepted a Quotation by the Bidder in the sum of _____ [insert Contract Price in words and
figures] (hereinafter called “the Contract Price”).
- (3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:
1. This Contract Agreement includes the following documents:
 - a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS.
 - b) Table B. QUOTATION SUBMISSION TABLE (see BQs Attached).
 - c) FORM OF QUOTATION.
 - d) Conditions of Contract.
 2. In consideration of the payments to be made by the Procuring Entity to the *Supplier/contractor/service provider*
as hereinafter mentioned, the *Supplier/contractor/service provider* hereby covenants with the Procuring Entity
to provide the Goods/works/services and to remedy defects therein in conformity in all respects with the
provisions of the Contract.
 3. The Procuring Entity hereby covenants to pay the *Supplier/Contractor/service provider (select one)* in
consideration of the provision of the Goods/works/services (select one) 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.
- (4) In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of
Kenya.

For and on behalf of the Procuring Entity

Signed:[insert signature]
in the capacity of.....[insert title or other appropriate designation]

in the presence of..... [insert identification of official witness]

For and on behalf of the Contractor (select one)

Signed:[insert signature of authorized representative(s) of the Supplier]

in the capacity of..... [insert title or other appropriate designation]

in the presence of..... [insert identification of official witness]

GENERAL CONDITIONS OF CONTRACT

These General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract (SCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both

parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

General Conditions of Contract

A. General

1. Definitions

1.1 Bold face type is used to identify defined terms.

- a) **The Accepted Contract Amount** means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.
- b) **The Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.
- c) **The Adjudicator** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.
- d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.
- e) **Compensation Events** are those defined in GCC Clause 42 hereunder.
- f) **The Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.
- g) **The Contract** is the Contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.
- h) **The Contractor** is the party whose Bid to carry out the Works has been accepted by the Procuring Entity.
- i) **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Procuring Entity.
- j) **The Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- k) **Days** are calendar days; months are calendar months.
- l) **Day works** are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.
- m) **A Defect** is any part of the Works not completed in accordance with the Contract.
- n) **The Defects Liability Certificate** is the certificate issued by Project Manager upon correction of defects by the Contractor.
- o) **The Defects Liability Period** is the period **named in the SCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.
- p) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.
- q) **The Procuring Entity** is the party who employs the Contractor to carry out the Works, **as specified in the SCC**, who is also the Procuring Entity.
- r) **Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

- s) **“In writing” or “written”** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- t) The Initial Contract Price is the Contract Price listed in the Procuring Entity's Letter of Acceptance.
- u) **The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is **specified in the SCC**. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.
- v) **Materials** are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- w) **Plant** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.
- x) **The Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Procuring Entity 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.
- y) **SCC** means Special Conditions of Contract.
- z) **The Site** is the area of the works as **defined as such in the SCC**.
- aa) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.
- bb) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.
- cc) **The Start Date** is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.
- dd) **A Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.
- ee) **Temporary Works** are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.
- ff) **A Variation** is an instruction given by the Project Manager which varies the Works.
- gg) **The Works** are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, **as defined in the SCC**.

2 Interpretation

- 21 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.
- 22 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).
- 23 The documents forming the Contract shall be interpreted in the following order of priority:
 - a) Agreement,
 - b) Letter of Acceptance,
 - c) Contractor's Bid,
 - d) Special Conditions of Contract,
 - e) General Conditions of Contract, including Appendices,
 - f) Specifications,
 - g) Drawings,
 - h) Bill of Quantities⁶, and
 - i) any other document **listed in the SCC** as forming part of the Contract.

⁶*In lump sum contracts, delete “Bill of Quantities” and replace with “Activity Schedule.”*

3. Language and Law

- 31 The language of the Contract is English Language and the law governing the Contract are the Laws of Kenya.
- 32 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Procuring Entity's Country when
 - a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country; or
 - b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

4. Project Manager's Decisions

- 4.1 Except where otherwise specifically stated, the Project Manager shall decide contractual matters between the Procuring Entity and the Contractor in the role representing the Procuring Entity.

5. Delegation

- 5.1 Otherwise **specified in the SCC**, the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. Communications

- 6.1 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.

7. Subcontracting

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

8. Other Contractors

- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Procuring Entity between the dates given in the Schedule of Other Contractors, as **referred to in the SCC**. The Contractor shall also provide facilities and services for them as described in the Schedule. The Procuring Entity may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

- 9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.
- 9.2 If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.
- 9.3 If the Procuring Entity, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

10. Procuring Entity's and Contractor's Risks

- 10.1 The Procuring Entity carries the risks which this Contract states are Procuring Entity's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Procuring Entity's Risks

- 11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Procuring Entity's risks:
- a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to
 - i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or
 - ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.
 - b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.
- 11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Procuring Entity's risk except loss or damage due to
- aa) a Defect which existed on the Completion Date,
 - bb) an event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or
 - cc) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks

- 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Procuring Entity's risks are Contractor's risks.

13. Insurance

- 13.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** 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) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and
 - d) personal injury or death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may effect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity 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.
- 13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.
- 13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

- 14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the SCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

- 15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date

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

17. Approval by the Project Manager

17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. Safety

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

19. Discoveries

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

20. Possession of the Site

20.1 The Procuring Entity shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date **stated in the SCC**, the Procuring Entity shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site

21.1 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.

22. Instructions, Inspections and Audits

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

22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

22.3 The Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Procuring Entity and/or persons appointed by the Public Procurement Regulatory Authority to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Public Procurement Regulatory Authority. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Public Procurement Regulatory Authority's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Public Procurement Regulatory Authority's prevailing sanctions procedures).

23. Appointment of the Adjudicator

- 23.1 The Adjudicator shall be appointed jointly by the Procuring Entity and the Contractor, at the time of the Procuring Entity's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.
- 23.2 Should the Adjudicator resign or die, or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

24. Settlement of Claims and Disputes

24.1 Contractor's Claims

- 24.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.
- 24.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clause shall apply.
- 24.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.
- 24.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.
- 24.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or

additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- a) this fully detailed claim shall be considered as interim;
- b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and
- c) the Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

24.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

24.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause

24.1.8 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

24.1.9 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

24.1.10 If the Project Manager does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 24.4 [Arbitration].

24.1.11 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 24.3.

24.2 Amicable Settlement

24.1.1 Where a notice of a claim has been given, both Parties shall attempt to settle the

dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 24.1 above should move to commence arbitration after the fifty-sixth day from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

243 Matters that may be referred to arbitration

- 24.3.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:
- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
 - b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
 - c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
 - e) Any dispute arising in respect of war risks or war damage.
 - f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

244 Arbitration

- 24.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 24.3 shall be finally settled by arbitration.
- 24.4.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute 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.
- 24.4.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 24.4.4 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 24.4.5 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 24.4.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 24.4.7 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.
- 24.4.8 Arbitration may be commenced prior to or after completion of the Works. The obligations

of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the Works.

24.4.9 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

245 Arbitration with National Contractors

24.5.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or 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, on the request of the applying party, 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

24.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

246 Alternative Arbitration Proceedings

24.6.1 Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

247 Failure to Comply with Arbitrator's Decision

24.7.1 The award of such Arbitrator shall be final and binding upon the parties.

24.7.2 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

248 Contract operations to continue

24.8.1 Notwithstanding any reference to arbitration herein,

- a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- b) the Procuring Entity shall pay the Contractor any monies due the Contractor.

25. Fraud and Corruption

25.1 The Government requires compliance with the country's Anti-Corruption laws and its prevailing sanctions policies and procedures as set forth in the Constitution of Kenya and its Statutes.

25.2 The Procuring Entity requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the

bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. Time Control

26. Program

- 261 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.
- 262 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.
- 263 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.
- 264 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

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

28. Acceleration

- 281 When the Procuring Entity 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 Procuring Entity accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.
- 282 If the Contractor's priced proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

29. Delays Ordered by the Project Manager

- 29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

30. Management Meetings

- 30.1 Either 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 remaining work and to deal with matters raised in accordance with the early warning procedure.
- 30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. 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.

31. Early Warning

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

32. Identifying Defects

- 32.1 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.

33. Tests

- 33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

34. Correction of Defects

- 34.1 The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 34.2 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.

35. Uncorrected Defects

- 35.1 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

36. Contract Price⁷

36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

37. Changes in the Contract Price⁸

37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Entity.

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

38. Variations

38.1 All Variations shall be included in updated Programs⁹ produced by the Contractor.

38.2 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.

38.3 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.

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

⁷In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:

36.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

⁸In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:
The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not be altered when the Contractor makes such changes to the Activity Schedule.

⁹In lump sum contracts, add "and Activity Schedules" after "Programs." ¹⁰In lump sum contracts, delete this paragraph.

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

38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated

in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill of Quantities shall be used to calculate the value of the Variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the Variation does not correspond with items in the Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work

- 387 Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following:
- a) the proposed change(s), and a description of the difference to the existing contract requirements;
 - b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and
 - c) a description of any effect(s) of the change on performance/functionality.
- 388 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:
- a) accelerate the contract completion period; or
 - b) reduce the Contract Price or the life cycle costs to the Procuring Entity; or
 - c) improve the quality, efficiency, safety or sustainability of the Facilities; or
 - d) yield any other benefits to the Procuring Entity, without compromising the functionality of the Works.
- 389 If the value engineering proposal is approved by the Procuring Entity and results in:
- a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the SCC** of the reduction in the Contract Price; or
 - b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in
- (a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

39. Cash Flow Forecasts

- 39.1 When the Program¹¹, is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

40. Payment Certificates

- 40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.
- 40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.
- 40.3 The value of work executed shall be determined by the Project Manager.
- 40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed¹².
- 40.5 The value of work executed shall include the valuation of Variations and Compensation

Events.

- 406 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.
- 407 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (which would be the tender price), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

41. Payments

- 41.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.
- 41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- 41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

42. Compensation Events

42.1 The following shall be Compensation Events:

- d) The Procuring Entity does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.
- e) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.
- f) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.
- g) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.
- h) The Project Manager unreasonably does not approve a subcontract to be let.
- i) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.
- j) The Project Manager gives an instruction for dealing with an unforeseen condition,

caused by the Procuring Entity, or additional work required for safety or other reasons.

- k) Other contractors, public authorities, utilities, or the Procuring Entity does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
 - l) The advance payment is delayed.
 - m) The effects on the Contractor of any of the Procuring Entity's Risks.
 - n) The Project Manager unreasonably delays issuing a Certificate of Completion.
- 422 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 423 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

¹¹In lump sum contracts, add "or Activity Schedule" after "Program."

¹²In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."

- 424 The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

43. Tax

- 43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

44. Currency of Payment

- 44.1 All payments under the contract shall be made in Kenya Shillings

45. Price Adjustment

- 45.1 Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies:

$$P = A + B \frac{I_m}{I_o}$$

where:
factor for the portion of the Contract Price payable.

P is the adjustment

A and B are coefficients¹³ **specified in the SCC**, representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable and I_m is the index prevailing at the end of the month being invoiced and I_{OC} is the index prevailing 30 days before Bid opening for inputs payable.

- 452 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

46. Retention

- 461 The Procuring Entity shall retain from each payment due to the Contractor the proportion stated in the **SCC** until Completion of the whole of the Works.
- 462 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an “on demand” Bank guarantee.

47. Liquidated Damages

- 47.1 The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
- 47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

48. Bonus

- 48.1 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

49. Advance Payment

- 49.1 The Procuring Entity shall make advance payment to the Contractor of the amounts stated in the **SCC** by the date stated in the **SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.
- 49.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

493 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

50. Securities

501 The Performance Security shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC**, by a bank or surety acceptable to the Procuring Entity, 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 day from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

51. Dayworks

511 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

512 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

513 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

52. Cost of Repairs

521 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

53. Completion

531 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 whole of the Works is completed.

54. Taking Over

541 The Procuring Entity shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

55. Final Account

551 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 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 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.

¹³The sum of the two coefficients A and B should be 1 (one) in the formula for each currency. Normally, both

coefficients shall be the same in the formulae for all currencies, since coefficient A, for the non-adjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other non-adjustable components. The sum of the adjustments for each currency are added to the Contract Price.

56. Operating and Maintenance Manuals

- 56.1 If “as built” Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.
- 56.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

57. Termination

- 57.1 The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.
- 57.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:
- a) the Contractor stops work for 30 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Project Manager;
 - b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
 - c) the Procuring Entity 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 Procuring Entity to the Contractor within 84 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, which is required;
 - 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, as **defined in the SCC**; or
 - h) if the Contractor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.
- 57.3 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.
- 57.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible.
- 57.5 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

58. Payment upon Termination

- 58.1 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 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, as specified in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

582 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, the Project Manager shall issue a certificate for the value of the work done, Materials ordered, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works, and less advance payments received up to the date of the certificate.

59. Property

59.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor's default.

60. Release from Performance

60.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity 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.

SPECIAL CONDITIONS OF CONTRACT

A. General	
GCC 1.1 (r)	The Procuring Entity is: NG-CDF Luanda Constituency, P.O Box 536, Luanda.
GCC 1.1 (v)	The Intended Completion date for the whole of the works shall be; 3 Months from the date of contract signing
GCC 1.1 (y)	The Project Manager is: Public Works Vihiga County
GCC 1.1 (aa)	The site is located at the respective Public Primary School awarded
GCC 1.1 (dd)	The Start date shall be agreed with the Project Manager but not later than 7 days after signing of the contract/handing over of site- whichever comes first.
GCC 1.1 (hh)	The Works consist of: Proposed Borehole Drilling at Ebubayi Secondary School Luanda Sub-County
GCC 2.2	Sectional Completions are Not Applicable
GCC 5.1	The Project Manager may delegate any of his duties and responsibilities
GCC 8.1	Schedule of Contractors: Not Applicable
GCC 9.1	<p>Key Personnel</p> <p>GCC 9.1 is replaced with the following:</p> <p>9.1 Key Personnel are the Contractor’s personnel named in this GCC 9.1 Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.</p> <p>[insert the name/s of each Key Personnel agreed by the Procuring Entity prior to Contract signature.]</p>
GCC 13.1	<p>The minimum insurance amounts and deductibles shall be: Contractor’s all risk Policy</p> <p>(a) for loss or damage to the Works, Plant and Materials:</p> <p>(b) For loss or damage to Equipment:</p> <p>(c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: Contractor’s all risk Policy</p> <p>(d) for personal injury or death:</p> <p style="padding-left: 20px;">(i) of the Contractor’s employees: Contractor’s all risk Policy of other people: Contractor’s all risk Policy</p>
GCC 14.1	Site Data are: Not Applicable
GCC 16	Completion Time: 26 weeks

GCC 20.1	The Site Possession Date(s) shall be: To be agreed with Project Manager
GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator: Chartered Institute of Arbitrators (CIArb) Kenyan Chapter, AAK, or IQSK
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: As per the standard fees of the proposed bodies above of the Appointing Authority.

I B. Time Control

GCC 26.1	The Contractor shall submit for approval a Program for the Works within Fourteen (14) days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is Thirty (30) days. The amount to be withheld for late submission of an updated Program is Not Applicable.

I C. Quality Control

GCC 34.1	The Defects Liability Period is: 180 days.
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I D. Cost Control

GCC 38.7	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be; Not Applicable
GCC 44.1	The currency of the Procuring Entity's Country is: Kenya Shillings
GCC 45.1	The Contract is not subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients does not apply. The coefficients for adjustment of prices are: (a) 0% percent nonadjustable element (coefficient A). (b) 0% percent adjustable element (coefficient B). (c) The Index I for shall be: Not Applicable.
GCC 46.1	The proportion of payments retained is: 10%
GCC 47.1	The liquidated damages for the whole of the Works are 0.05% per day. The maximum amount of liquidated damages for the whole of the Works is 5% of the final Contract Price.
GCC 49.1	The Advance Payments shall be: Not Applicable and shall be paid to the Contractor no later than Not Applicable.

I E. Finishing the Contract

GCC 56.1	The date by which operating and maintenance manuals are required is: On practical completion date The date by which "as built" drawings are required is: On practical completion date
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GCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is: The Retention money.
GCC 57.2 (g)	The maximum number of days is: One Hundred Twenty (120) Days.
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is Five (5) %

BILLS OF QUANTITIES ATTACHED



**MINISTRY OF TRANSPORT AND INFRASTRUCTURE
PUBLIC WORKS DEPARTMENT**

Telegrams: "MINIWORKS "MARAGOLI
Telephone: 0721-697899, 0708-292055
Email address: mopwavihigacounty@gmail.com

**COUNTY WORKS OFFICER
VIHIGA COUNTY
P.O. BOX 1460
MARAGOLI.**

Ref No. VHG/PWO/LUA/EBUB/NG-CDF/01/2024-25

Date : 23rd /01/2025

BOREHOLE DRILLING AT EBUBAYI MIXED SECONDARY SCHOOL

Borehole Drilling, Installation of pumps, construction of water towers and other such services as flushing, test pumping & water distribution at Eubayi Mixed Secondary School

ITEM	Description of charges	Qty	Rates	Total
1.	Statutory Government Fees as payable to the Water Resources Management Authority (WRUA, NEMA)			
2.	Conducting Hydrological Survey			
3.	Rig mobilization and demobilization to project area	1		
4.	DRILLING – 8 th diameter	200		
5.	Supply drilling water, foam and polymer			
6.	Surfacing Casing – Class D 10” diameter, 6m length			
7.	Supply and install quartz pea gravel, 2 – 4mm grain size			
8.	Test pumping			
9.	Casting cementation, construction of slab surface and capping			
10.	Water sample for chemical & physical analysis			
			SUB-TOTAL	

Additional Notes/Comments

Drilling permits from WRMA & NEMA is a pre requisite for the commencement of borehole drilling

Drilling may be stopped short of the agreed upon depth if sufficient water is attained before reaching the agreed upon depth as per the bylaws of the ministry of water and irrigation. The client shall be charged as per the bill of quantities of work done.

If the driller has to drill the borehole further than the agreed depth, the Employer shall be charged for the extra meters drilled, cased and gravel on the final BQ as per agreed cost per meter.

Incase boulders are found before we reach the recommended depth and enough water has been found, drilling may be stopped at the recommendation of the hydrologist and in consultation with the Employer.

Waiting charge clause: A waiting charge of 3,000 per hour will be charged in the event of stoppage or non-commencement of the borehole drilling due to any act or omission of client

Any extra work reflected but not charged in the quotation shall be requested in writing and paid for accordingly by the client as per rate stated.

To execute and accomplish the work within the stipulated time frame.

The law of the contract act as administered in the law of Kenya Act shall be applicable upon signing of contract agreement which is intended to create legally binding obligation between the contractor and the client.

We trust this is in order and look forward to hearing from you shortly and hopefully to receiving firm order confirmation.

BUDGERARY OFFER FOR SUPPLY AND INSTALLATION OF A SOLAR POWERED BOREHOLE PUMP AT EBUBAYI 20 CUBIC @ 151M

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
DAYLIFE DS – 32.2.2KW PUMP END	1		
DAYLIFE DSM 3KW 3MP SUB MOTOR	1		
SCM 2 PUMP CONTROL	1		
6.0MM 2X4 STD PVC FLAT SUBMERSIBLE	210		
DROP CABLE	50		
6.0MM* 4 CORE U/G CABLE	1		
BOREHOLE COVER 1 ¼ *6W/O B/VALVE	66		
DAYLIFE 1 ¼” STANDARD 3M PIPE	1		
DAYLIFE MJ DN32 MULTIJET WATER METER	1		
PVC COOLING SLEEVE 4” – 0	1		
1 ¼” NON RETURN VALVE FLAP CRANE	1		
LIGHTNING ARRESTOR	10		
COPPER TAPE 25MM-METERS	1		
CABLE JOINT (1.5-4MM) ST6	1		
EARTHROD C/W CLAMP 5/8* 4FT	10		
COPPER EARTH CABLE 10MM	1		
INSTALLATION SUNDERS	1		
SUNVERTER 4	9		
SOLER MODULES	1		
PV DISCONNECT	L		
INSTALLATION LABOUR & TRANSPORT/SOLER SUPPOTER STRUCTURE			
TOTAL			

QUOTATION FOR SUPPLY AND FABRICATION OF 20 CUBIC TOWER AND PLUMBING MATERIALS AND LABOUR

NO.	DESCRIPTION	QTY	Rate s	AMOUNT
1	SQUARE TUBE 3X3	15		
2	SQUARE TUBE 4X4	8		
3	PLAIN SHEET 20 GAUGE	2		
4	SQUARE TUBE 3X2	12		
5	SQUARE TUBE 2X2	9		
6	WELDING RODS (PKT)	1		
7	CUTTING DISK 9"	2		
8	GRIDDING DISK	2		
9	GLOSS PAINT (LTRS)	8		
10	ANGLE LINE 1 ¼" ROLL X 1 ¼	2		
11	TRANSPORTATION	1		
12	PPR PIPE 1 ¼" ROLL	3		
13	PLUMBING FITTING AND ACCESSORIES	L		
14	PLASTIC TANK 10 CUBIC WELDING AND FABRICATION	2		
15	LABOUR	1		
			KES	
	PROVISION SUMS (CONTIGENCIES – 300,000, PMC – 160,000, SUPERVISION FEES – 100,000)		KES	560,000.00
SUB-TOTAL			KES	
16% VAT			KES	
GRAND TOTAL			KES	

TENDERER

Signature

Name & Title

Date

Official Stamp

EMPLOYER

Signature

Name & Title

Date