HABITAT FOR HUMANITY KENYA

INVITATION TO BID

TENDERING DOCUMENTS FOR
THE COMPETITIVE TENDERING OF
CONSTRUCTION WORKS

Tender Reference Number	Tender Description	Quantity
HFHK/KELC/001/09/2026	SUPPLY AND INSTALLATION OF SOLOR POWERED ELECTRIC FENCE IN KAJIADO COUNTY	1 Lot
Pretender Site Visit is Mandatory		

Line	Item	Time, date, address as appropriate
1	Tender published	16/09/2026
2	Closing date for clarifications	24/09/2026 1600hrs EAT
3	Site visit	Tenderers to make private arrangements at own convenience for the Mandatory site visit as follows: Site visit Date: September 22, 2026 Time: 10 a.m **Meeting Location:** Bissil center Matapato North Ward, Kajiado Central Sub-County at exactly 10am Contact Person: Charles Misao Tel: 0721 813796 and 0739903892
4	Closing date and time for receipt of tenders	30/09/2026 1600hrs EAT
5	All clarifications arising from this process will be posted on the link provided below.	KELC Tender Clarification
6	Tender Opening Date and time	Organization: Habitat for Humanity Kenya Date: 01st October 2026 Time: 2 p.m Venue: CVS Plaza Third Floor Kasuku Lane off Lenana Road, Kilimani, Nairobi

Habitat for Humanity® Kenya

Table of Contents

Section 1 Instructions to Bidders (ITB) . . . 3
Table of Clauses . . . 3
PRELIMINARY / MANDATORY REQUIREMENTS (PASS/FAIL) . . . 11

TECHNICAL EVALUATION . . . 11
A. FINANCIAL AND RELEVANT EXPERIENCE (10 Marks) . . . 11
Maximum Score: 10 Marks . . . 11
B. KEY PERSONNEL (30 Marks) . . . 11
1. Project Supervisor / Project Manager (10 Marks) . . . 12
2. Registered Solar PV Technician (EPRA) (10 Marks) . . . 12
3. Electric Fence Technician / Security Systems Specialist (10 Marks) . . . 12
Maximum Score: 30 Marks . . . 12
C. SPECIFIC EXPERIENCE IN ELECTRIC FENCING WORKS (20 Marks) . . . 12
Maximum Score: 20 Marks . . . 12
D. EQUIPMENT AND TECHNICAL CAPACITY (10 Marks) . . . 12
Maximum Score: 10 Marks . . . 13
E. METHODOLOGY AND WORK PLAN (30 Marks) . . . 13
Methodology (20 Marks) . . . 13
Work Plan (10 Marks) . . . 13
Maximum Score: 30 Marks . . . 13

SUMMARY OF TECHNICAL EVALUATION . . . 13
Financial Evaluation . . . 13

Section 3 CONDITIONS OF CONTRACT . . . 15
Table of Clauses . . . 15

Section 4 CONTRACT DATA . . . 27

Section 5 STANDARD FORMS . . . 29
Table of Standard Forms . . . 29
Standard Form A: **Contractor's Bid** . . . 30
Standard Form B: **Qualification Information** . . . 31
Standard Form C: **Letter of Acceptance** . . . 34
Standard Form D: **Agreement** . . . 35
Standard Form E: **Bid Security Form** . . . 36
Standard Form F: **Performance Security Form** . . . 38

Section 7 DRAWINGS . . . 41

Section 8 BILL OF QUANTITIES . . . 42

Section 1 **Instructions to Bidders (ITB)**

Table of Clauses

1. Scope of Bid.....2

2. Qualification of Bidder 2

3. One Bid per Bidder 2

4. Cost of Bidding 2

5. Site Visit 2

6. Content of Bidding Documents 2

7. Clarification of Bidding Document.....3

8. Language of Bid 3

9. Documents Comprising Bid 3

10. Bid Prices 3

11. Currency of Bid & Payment 4

12. Bid Validity.....4

13. Format and Signing of Bid 4

14. Sealing and Marking of Bid.....5

15. Deadline for Submission of Bids.....5

16. Late Bids.....5

17. Modification and Withdrawal of Bids.....5

18. Bid Opening 5

19. Process to Be Confidential..... 5

20. Clarification of Bids 6

21. Examination of Bids and Determination of Responsiveness 6

22. Correction of Errors 6

23. Evaluation and Comparison of Bids.....6

24. Award Criteria..... 7

25. HFHK's Right to Accept any Bid to Reject any or all Bids.....7

26. Notification of Award and Signing of the Agreement..... .7

27. Performance Security.....7

28. Interim payment Payment.....8

1. Scope of Bid

1.1 Habitat for Humanity Kenya (HFHK) as defined in the Contract Data invites bids for the execution of Works as described in the Contract Data. The name and identification number of the Contract are provided in the Contract Data.

The Works shall include all activities as detailed in the Bills of Quantities (BOQ), including but not limited to the installation of a solar-powered electrical fence, supply and installation of all associated fencing components and accessories, repair and restoration of damaged or broken sections of the existing fence, testing and commissioning of the electrical fencing system, and all associated civil, mechanical, and electrical works necessary to deliver a fully functional and secure perimeter protection system..

1.2 The successful Bidder will be expected to complete the Works by the Required Completion Date specified in the Contract Data.

2. Qualification of the Bidder

2.1 All bidders shall provide in Section 3, Forms of Bid and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

2.2 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:

(a) annual volume of construction work during past two years of at least the amount specified in the Bidding Data;

(b) experience as prime contractor in the construction of at least one works of a nature and complexity equivalent to the Works over the last 2 years (to comply with this requirement, works cited should be at least 80 percent complete);

(c)

(d) Solar PV technicians with minimum 3 years' experience in works of an equivalent nature and volume.

(e) Demonstrated experience in solar-powered electrical fence systems including design, installation, and commissioning;

3. One Bid per Bidder per facility

3.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will be disqualified. Partners in a joint venture shall be jointly and severally liable for the execution of the Contract.

4. **Cost of Bidding**

4.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and HFHK will in no case be responsible or liable for those costs.

5. Site Visit

5.1 The Site visit is mandatory. The Bidder, at their own responsibility and risk, shall visit and examine the project site, including ilesai school fence location. The Bidder shall obtain all necessary information required to prepare a

responsive bid. Proof of site visit (attendance record or confirmation) shall form part of the bid submission.

6. Content of Bidding Documents

6.1 The set of bidding documents comprises the documents listed in the table below and any addenda issued.

Section
1. Instructions to Bidders
2. Bidding Data
3. Conditions of Contract
4. Contract Data
5. Forms of Bid and Qualification
6. Specifications
7.
8 Bill of Quantities or Activity Schedule for lump sum contracts

7. Clarification and Amendments of Bidding Documents

7.1 A prospective bidder may request HFHK in writing for clarifications and queries on the bidding documents via email to procurement@hfhkenya.org. Bids shall not be sent to the above email. HFHK shall respond to such requests if it receives those 5 days prior to the deadline for the submission of bids. All questions during the tender period, as well as the associated answers, will be accessed by all suppliers through the following link: KELC Tender Clarification

7.2 Similarly, prior to the submission of the deadline, HFHK may modify the bidding documents by issuing addenda on the same link above.

8. Language of Bid

8.1 All documents relating to the Bid and contract shall be in the language specified in the Contract Data.

9. Documents Comprising the bid

9.1 The Bid submitted by the Bidder shall comprise the following:

(a) The Bid (in the format indicated in Section 2);

(b) priced Bill of Quantities or priced Activity Schedule;

(c) Qualification Information Form and Documents;

(d) If the Bidding Data specifies a Bid Security is required, this must be provided in the format provided and shall be for a value of not less than 2% (two percent) of the offer value and shall be valid for at least 30 days past the validity period, and any other materials required to be completed and submitted by bidders, as specified in the Bidding Data.

(e) Work programme covering all phases (solar powered fence installation, fence repairs and commissioning).

10. Bid Prices

10.1 The Contract shall be for the whole Works, as described in Sub-Clause 1.2, based on the priced Bill of Quantities or priced Activity Schedule for lump sum contracts submitted by the Bidder. The type of contract ***lump sum based on Activity Schedule)*** will be specified in the Bidding Data.

10.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities Items for which no rate or price is entered by the Bidder will not be paid for by HFHK when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities or Activity Schedule.

10.3 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 15 days prior to the deadline for submission of bids, shall be included in the rates, prices, and total Bid price submitted by the Bidder ***(for lump sum contracts, "the rates and prices" are not applicable).***

10.4 The rates and prices ***(or the lump sum price***) quoted by the Bidder shall be fixed for the duration of the Contract and shall not be subject to any adjustment on any account. The rates and prices shall be deemed to include all costs necessary to complete the works as per the BOQ and Drawings, including mobilization, statutory approvals, testing, commissioning, environmental safeguards, materials, labour, equipment, transport, and all incidentals required to deliver a complete and functional system.

11. Currency of Bid and Payment

11.1 Prices shall be quoted in the currency specified in the Bidding Data.

12. Bid Validity

12.1 Bids shall remain valid for the period specified in the Bidding Data. HFHK may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable or by fax. A Bidder may refuse the request in which case he may withdraw his bid without penalty. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid.

13. Format and Signing of Bid

13.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 6 of these Instructions to Bidders, with the Form of Bid In addition, the Bidder shall submit the bid by email to the following dedicated, controlled, & secure email address unless otherwise stated in the bid data sheet: **procurement@hfhkenya.org**

13.2 When the bids are being emailed, the following conditions shall apply

- The ITB number and Lot number shall be inserted in the Subject Heading of the email.
- Bid documents required, shall be included as an attachment to the email in PDF, JPEG, TIF format, or the same type of files provided as a ZIP file.
- Email attachments shall not exceed 4MB; otherwise, the bidder shall send their bid in multiple emails

Failure to comply with the above may disqualify the Bid.

13.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by HFHK, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the Bid.

13.3 a) The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid where entries or amendments have been made shall be initialled by the person or persons signing the Bid.

14. Sealing and Marking of Bids

14.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "**ORIGINAL**" and "**COPIES**".

14.2 The inner and outer envelopes shall

(a) be addressed to HFHK at the address provided in the Bidding Data;

(b) bear the name and identification number of the Contract as defined in the Bidding and Contract Data; and

(c) Provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

14.3 In addition to the identification required in Sub-Clause 14.2 the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to Clause 16.1.

14.4 If the outer envelope is not sealed and marked as above, HFHK will assume no responsibility for the misplacement or premature opening of the Bid.

15. Deadline for Submission of Bids

15.1 Bids shall be submitted to the indicated email address specified above no later than the time and date specified in the Bidding Data.

15.2 HFHK may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 7, in which case all rights and obligations of HFHK and the bidders previously subject to the original deadline will then be subject to the new deadline.

16. Late Bids

16.1 Any Bid received by HFHK after the deadline prescribed in Clause 15 will be returned unopened to the Bidder.

17. Modification and Withdrawal of Bids

17.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in Clause 15.1

17.2 Each Bidder's modification or withdrawal notice shall be sent via email in accordance with Clauses 14 and 15.

17.3 No Bid may be modified after the deadline for submission of Bids.

17.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the Bidding Data or as extended pursuant to Sub-Clause 12 will result in the bidder being disqualified from future bidding for a period of one year.

17.5 Bidders may offer discounts or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

18. Process to Be Confidential

18.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed until the award to the successful Bidder is announced.

19. Clarification of Bids

19.1 To assist in the examination, evaluation, and comparison of bids, HFHK may, at the HFHK's discretion, ask any Bidder for clarification of the Bidder's Bid. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by HFHK in the evaluation of the bids in accordance with Cl. 23.2.

20. Examination of Bids and Determination of Responsiveness

20.1 Prior to the detailed evaluation of bids, HFHK will determine whether each Bid is substantially responsive to the requirements of the bidding documents. A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the bidding documents, the HFHK's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

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

20.3 Due diligence will be conducted for the submitted bids

21. Correction of Errors

21.1 Bids determined to be substantially responsive will be checked by HFHK for any arithmetic errors. Errors will be corrected by HFHK as follows:

(a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and

(b) Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

(c) If a bidder refuses to accept the correction his bid will be rejected, and the bidder disqualified from future bidding for a period of one year.

22. Evaluation and Comparison of Bids

22.1 HFHK will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 21.

22.2 In evaluating the bids, HFHK will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:

(a) making any correction for errors pursuant to Clause 22

(b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities (or Activity Schedule for lump sum contracts), but including Day-work, where priced competitively;

(c) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub-Clause 17.5.

22.3 HFHK may waive any minor informality or non-conformity which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative standing of any Bidder. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for HFHK will not be considered in Bid evaluation.

23. Award Criteria

23.1 Subject to Clause 25, HFHK will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been qualified in accordance with the Clause 2 provisions.

24. HFHK's Right to Accept any Bid and to Reject any or all Bids

24.1 Notwithstanding Clause 24, HFHK reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the HFHK's action.

25. Notification of Award and Signing of Agreement

25.1 The Bidder whose Bid has been accepted will be notified of the award by the HFHK prior to expiration of the Bid validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the HFHK will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

25.2 The notification of award will constitute the formation of the Contract.

25.3 HFHK will send the successful Bidder the Agreement form provided in the bidding documents incorporating all agreements between HFHK and the successful Bidder. It will be sent to the successful Bidder within 15 days following the notification of award. Within 15 days of receipt, the successful Bidder will sign the Agreement and deliver it to HFHK.

25.4 Upon receipt of the signed Agreement from the Bidder, HFHK will promptly notify the other bidders that their bids have been unsuccessful.

26 Performance Security

26.1 If required and stated in the Bid Data sheet, within 18 (eighteen) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

26.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 27 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

27 Advance Payment **27.1** HFHK will not provide an Advance Payment but will provide interim payments and this will be subject to measured works. In order to receive the interim Payment, the Bidder shall make an estimate of executed work which MUST be certified by HFHK Engineer

Section 2

BIDDING DATA

This section should be filled out by HFHK before issuance of the bidding documents.

Instruction to Bidders Clause Reference

1. All bidders shall provide bidding document, qualification information, a preliminary description of the proposed work method and schedule as necessary and all documents listed in clause 5
2. In preparing the bid, bidders are expected to examine the documents constituting this ITB in details. Inadequate packing of information required will reduce legitimacy of your bid
3. HFHK reserves the right to negotiate, accept or reject any or all proposals and quotations at its sole discretion and to pursue or act further on any responses it considers advantageous.
4. The contract will be awarded to the administrative and technically compliant tender that is the most economically advantageous, considering the quality of the services offered and the price of the tender.
5. Tenders will be evaluated on the criteria listed below.

EVALUATION CRITERIA

The technical and financial proposals of the candidates will be evaluated using the following matrix:

Bids will be subjected to one stage of evaluation, namely:

1. Stage 1: Preliminary evaluation.
2. Stage 2: Technical evaluation
3. Stage 3: Financial evaluation

These are mandatory documents to be attached to the tender document. Absence of any of these documents will lead to the bidder being disqualified and will not be considered proceeding to **the next stage of evaluation.**

The technical evaluation is weighed out of 100 points with a pass mark of 70 points. Any bidder scoring 70 points and above in the technical evaluation will be considered for financial evaluation stage. Any bidder scoring below 70 Points in the Technical Evaluation will be disqualified from further evaluation.

The bidders who pass the technical evaluation were subjected to tender price comparisons HFHK will award the Contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price.

PRELIMINARY / MANDATORY REQUIREMENTS (PASS/FAIL)

No.	Requirement	Evaluation
1	Copy of Certificate of Incorporation/Business Registration	Pass/Fail
2	Valid KRA Tax Compliance Certificate valid at the tender closing date	Pass/Fail
3	Current CR12 or equivalent company ownership document issued within the last 12 months	Pass/Fail
4	Valid EPRA Electrical Contractor License or evidence of registration to undertake electrical installations	Pass/Fail
5	Valid Practicing License for Solar PV Technician(s) registered with EPRA	Pass/Fail
6	Duly completed, signed and stamped Form of Tender/Quotation	Pass/Fail
7	Bid Security/Bid Securing Declaration (where applicable)	Pass/Fail
8	Completed Confidential Business Questionnaire	Pass/Fail
9	Signed Tender Declaration Form and Declaration of Non-Debarment	Pass/Fail
10	Copy of PIN/VAT Registration Certificate	Pass/Fail

Only bidders meeting all mandatory requirements shall proceed to technical evaluation.

TECHNICAL EVALUATION

A. FINANCIAL AND RELEVANT EXPERIENCE (10 Marks)

Criteria	Marks
Contracts of similar nature (electric fence installation, security fencing, solar installations, perimeter protection works) totaling KES 5 Million and above completed within the last 3 years	10
Contracts totaling between KES 2 Million and KES 4.99 Million	7
Contracts totaling between KES 1 Million and KES 1.99 Million	5
Below KES 1 Million	0

Maximum Score: 10 Marks

B. KEY PERSONNEL (30 Marks)

1. Project Supervisor / Project Manager (10 Marks)

Requirement	Marks
Diploma/Degree in Electrical Engineering, Renewable Energy Engineering, Electrical Installation or related field	5
Minimum 5 years relevant experience supported by CV and references	5

2. Registered Solar PV Technician (EPRA) (10 Marks)

Requirement	Marks
Valid EPRA Solar PV Technician License	5
Minimum 3 years' experience in solar-powered installations and electric fence systems (CV attached)	5

3. Electric Fence Technician / Security Systems Specialist (10 Marks)

Requirement	Marks
Relevant technical training/certificate in electric fence or security systems installation	5
Minimum 3 years proven experience in installation and repair of electric fences (CV attached)	5

Maximum Score: 30 Marks

C. SPECIFIC EXPERIENCE IN ELECTRIC FENCING WORKS (20 Marks)

Provide evidence of successfully completed projects in the last three (3) years.

Criteria	Marks
4 or more completion certificates/recommendation letters for similar electric fence and solar-powered fence installations	20
3 completion certificates	15
2 completion certificates	10
1 completion certificate	5
No evidence	0

Maximum Score: 20 Marks

D. EQUIPMENT AND TECHNICAL CAPACITY (10 Marks)

The bidder shall provide evidence of ownership or lease of equipment required for fence installation and repair works.

Requirement	Marks
Electric fence fault finder/tester	2
Digital multimeter/electrical testing equipment	2
Solar installation tools and commissioning equipment	2

Transport vehicle and field deployment capability	2
Personal Protective Equipment (PPE) and safety gear	2

Maximum Score: 10 Marks

E. METHODOLOGY AND WORK PLAN (30 Marks)

Methodology (20 Marks)

Criteria	Marks
Demonstrates understanding of existing fence repair requirements	5
Demonstrates understanding of solar-powered electric fence installation requirements	5
Quality assurance, testing and commissioning approach	5
Health, Safety, Environmental and Security Management Plan	5

Work Plan (10 Marks)

Criteria	Marks
Realistic implementation schedule and activity sequencing	5
Resource allocation and completion timelines	5

Maximum Score: 30 Marks

SUMMARY OF TECHNICAL EVALUATION

Section	Marks
A. Relevant Experience	10
B. Key Personnel	30
C. Specific Experience	20
D. Equipment & Technical Capacity	10
E. Methodology & Work Plan	30
Total Technical Score	**100**

Financial Evaluation

The bidders who pass the technical evaluation were subjected to tender price comparisons HFHK will award the Contract to the tenderer whose tender is determined to be substantially responsive to the tender documents and who has offered the lowest evaluated tender price.

Stage 4: Contract Award

Award the Contract to the bidder whose bid is determined to be substantially responsive to the tender documents and offers the lowest financial offer.

6. This shall be a ***Lump Sum Contract*** based on Priced Bill of Quantities
7. The currency in which the prices shall be quoted in **Kes**
8. The period of Bid validity shall be **_180 days** _days after the deadline for Bid submission specified in the Bidding Data.
9. The number of copies of the Bid to be completed and returned - 1
10. The bids will be completed
11. **Ssubmissions-Instructions**
    Completed applications should be submitted in a sealed envelope clearly marked with the tender reference per tender and addressed to: Different Lots submitted in one envelope will be disqualified
    The National Director
    Habitat for Humanity Kenya
    CVS Plaza, 3rd Floor
    Lenana Road
    Nairobi, Kenya
    Tender Box Location: CVS Plaza, 3rd Floor Reception
    Telephone: 0101 454 380
    Deadline: 4:00 PM on **30th September 2026**
    Failure to comply with the above will lead to disqualification
12. The Bidder, at the Bidder's own responsibility and risk, is mandated to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense Project Site Locations 🙁 meet HFHK representative at Bisiri Market)
13. The deadline for submission of bids shall be **on 30th September 2026 at 1600hrs EAT**. The bids shall be opened on a date and venue specified below;
    Date: 01st October 2026
    Time: 2 p.m
    Venue: CVS Plaza Third Floor Kasuku Lane off Lenana Road, Kilimani, Nairobi
14. A Performance Security is required in the format provided in this document for a value of not less than *(Usually 5% (five percent) of the contract value).* This should be valid for 30 days past the contract completion period including any defects liability period or any warrantee period.
15. The Interim Payment shall be limited to the total value of executed works certified by the HFHK Engineer minus 10% the Contract Price (Retention).

Section 3 **CONDITIONS OF CONTRACT**

Table of Clauses

1. Works	24. Defects Liability period
2. Language and Law	25. Completion and Taking Over
3. Communications	26. Final Account
4. Confidentiality and Non-Disclosure	27. Contract Price
5. Compliance with HFHK Policies	28. Performance Security
6. Access to Site	29. Payment Guarantee
7. Contractor to Construct the Works	30. Bill of Quantities
8. The Works to Be Completed by the Completion Date	31. Changes in the Quantities
	32. Day Works
9. Safety	33. Right to Audit/Inspect
10. Program	34. Payment Certificates
11. Personnel	35. Payments
12. Sub-contract¬ing and other contractors	36. Interim Payment
13. Contractor's Risks	37. Retention Moneys
14. Indemnity	38. Tax
15. Insurance	39. Compensation Events
16. Cost of Repairs	40. Termination-action
17. Property	41. Payment upon Termination
18. Early Warning	42. Release from Performance
19. Extension of the Completion Date	43. Resolution of Disputes
20. Delays Ordered by the Project Manager	
21. Liquidated Damages	
22. Correction of Defects	
23. Uncorrected Defects	

Conditions of Contract

1. Definitions

1.1 Terms that are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Boldface type is used to identify defined terms.

Activity Schedule means the priced and completed schedule forming part of the Bid.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.

Certificate of practical completion means a certificate issued by the HFHK Engineer to the Contractor to signify a state of completion where, in the opinion of the HFHK Engineer, the Works are substantially complete and can effectively and conveniently be used for the intended purposes.

Compensation Events are those defined in Clause 21 hereunder.

The Completion Date is the date of completion of the Works as certified by HFHK, in accordance with Sub-Clause 28.1.

The Contract is the Contract between HFHK and the Contractor to execute, complete, and maintain the Works. The name and identification number of the Contract is given in the Contract Data.

The Contractor is a person or corporate body whose Bid to carry out the Works has been accepted by HFHK.

The Contractor's Bid is the completed bidding document submitted by the Contractor to HFHK.

The **Contract Price** is the price stated in the Letter of Acceptance subject to such additions or deductions as may be made in accordance with the provisions of the Contract, and represents the total remuneration payable to the Contractor for the execution and completion of the Works and the remedying of any defects therein.

Days are calendar days; **months** are calendar months.

Day works are additional, 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.

A **Defect** is any part of the Works not completed in accordance with the Contract or to the reasonable satisfaction of the HFHK Engineer

The **Defects Liability Period** is the period of six (6) months commencing from the Required Completion Date, as stated in the

Contract Data, during which the Contractor shall remain responsible, at its own cost, for remedying any defects, deficiencies, shrinkages, or other faults in the Works that may appear or become apparent and are attributable to materials, workmanship, or failure to comply with the terms of this Contract.

Drawings include calculations and other information provided or approved by HFHK for the execution of the Contract.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

Final Certificate means the formal certificate issued by the HFHK Engineer following the expiry of the Defects Liability Period, confirming that the Contractor has duly completed all contractual obligations, including the rectification of any defects, deficiencies, or outstanding works.

HFHK, as specified in the Contract Data, is the party who employs the Contractor to carry out the Works. The name of HFHK's representative authorized to deal with the Contractor is also given in the Contract Data.

The **HFHK Engineer** is the person named in the Contract Data (or any other competent person appointed by HFHK 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.

The **Initial Contract Price** is the Contract price listed in HFHK's Letter of Acceptance.

Materials are all supplies, including consumable, used by the Contractor for incorporation in the Works.

The **Required Completion Date** is the date on which it is required that the Contractor shall complete the Works. The Required Completion Date is specified in the Contract Data. The Completion Date may be revised only by HFHK by issuing an extension of time or an acceleration order.

The **Site** is the area defined as such in the Contract Data.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by HFHK.

The **Start Date** is given in the Contract Data. 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.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.

Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.

A **Variation** is an instruction given by HFHK that varies the original Work requirement.

The **Works** are what the Contract requires the Contractor to construct, install, and turn over to HFHK, as defined in the Contract Data.

1.2 This shall be a ***"Lump Sum Contract" based on priced Activity Schedule",*** as specified in the Contract Data. However, if a Government law or decree passed between the date falling twenty-eight (28) days before the submission of bids for the Contract and the Required Completion Date results in an increase in the price of labour and material, HFHK will adjust the Initial Contract Price accordingly, provided that the Contractor shall submit documents satisfactory to the HFHK Engineer proving that the requested increases are a result of Government laws or decrees.

2. **Works**

2.1 The Contractor shall execute the Works, in accordance with the Contract and applicable laws.

3. Language and Law

3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Communications

4.1 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.

4.2 The HFHK Engineer, or any duly authorized HFHK personnel, may issue instructions in writing to the Contractor as may be necessary for the proper execution of the Works in accordance with the Contract. The Contractor shall comply with such instructions without delay.

5. **Confidentiality and Non-Disclosure**

5.1 The Contractor shall not, without the prior written consent of HFHK, disclose, divulge, or otherwise make available to any third party any of the terms or conditions of this Contract, or any confidential, proprietary, or commercially sensitive information relating to the Project or to HFHK, whether obtained directly or indirectly, except where such disclosure is required by law, regulation, or order of a competent authority, in which event the Contractor shall, to the extent permitted, notify HFHK in writing prior to such disclosure.

6. **Compliance with HFHK Policies**

6.1 The Contractor hereby covenants and agrees to comply in all respects with the policies, procedures, codes of conduct, and other requirements of HFHK, as may be amended from time to time.

	6.2	Compliance with such policies shall be deemed a material obligation under this Contract.
7. **Access to Site**	**7.1**	HFHK shall give non-exclusive access to the places where the Works are to be executed and any other places where activities associated with the Works are carried out.
8. Contractor to Construct the Works	**8.1**	The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.
9. **The Works to Be Completed by the Completion Date**	**9.1**	The Contractor shall 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 HFHK Engineer, and complete them by the Required Completion Date.
10. Safety	**10.1**	The Contractor shall be responsible for the safety of all activities on the Site.
11. Program	**11.1**	Within the time stated in the Contract Data, the Contractor shall submit to the HFHK Engineer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. The Contractor shall update the Program at intervals no longer than the period stated in the Contract Data. The HFHK Engineer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the HFHK Engineer again at any time. A revised Program shall show the effect of Variations and Compensation Events.
12. Personnel	**12.1**	The Contractor shall employ the key personnel named in the Schedule of Key Personnel, as referred to in the Contract Data, to carry out the functions stated in the Schedule of other personnel approved by Project Manager. The HFHK Engineer shall approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Schedule.
	12.2	If the HFHK Engineer 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 seventy-two (72) hours and has no further connection with the work in the Contract.
	12.3	Key personnel identified in the Contract Data shall not be removed, replaced, or reassigned by the Contractor without the prior written consent of HFHK. In the event that replacement becomes necessary due to circumstances beyond the Contractor’s control, the Contractor shall propose substitute personnel possessing qualifications, experience, and expertise equal to or superior to those of the individual being replaced, subject to HFHK’s prior written approval, which shall not be unreasonably withheld.
13. Sub-contracting and other contractors	**13.1**	The Contractor may subcontract with the approval of the HFHK Engineer but may not assign the Contract without the approval of HFHK in writing.
	13.2	Subcontracting shall not alter the Contractor's obligations.
	13.3	The Contractor shall not subcontract more than fifty percent (50%) of the Works. Any such subcontracting must be approved by HFHK in writing.

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

14. Contractor's Risks

14.1 From the Starting Date until the Final Certificate has been issued, the Contractor shall bear all risks related to personal injury, death, and loss of or damage to property. This includes, without limitation, the Works, Plant, Materials, Equipment, and any adjacent property.

15. **Indemnity**

15.1 The Contractor shall indemnify, defend, and hold harmless HFHK, its officers, employees, and agents from and against any and all claims, demands, actions, damages, losses, liabilities, costs, and expenses (including reasonable legal fees and disbursements) arising out of, in connection with, or resulting from the performance, non-performance, or purported performance of the Works by the Contractor, its subcontractors, agents, or personnel, except to the extent that such claims, damages, losses, or expenses are caused by the gross negligence or wilful misconduct of HFHK.

16. Insurance

16.1 The Contractor shall provide, in the joint names of HFHK and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Contract Data for the following events which are due to the Contractor's risks:

(a) loss of or damage to the Works, Equipment, Plant, and Materials;

(b) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

(c) Personal injury or death. Third party liability.

16.2 Policies and certificates for insurance shall be delivered by the Contractor to the HFHK Engineer for approval within fifteen (15) days of receipt by the Contractor of HFHK's Letter of Acceptance. All such insurance shall provide for compensation required to rectify the loss or damage incurred. If the Contractor fails to provide the required certificates, the contract shall be considered as annulled.

The said Contractor shall be disqualified from participating in bidding for contracts for a period of one year. However, HFHK at its discretion may decide to extend the period for submission of insurance certificates or take out the insurance and deduct the cost of premiums from the Contractor's earnings.

16.3 Alterations to the terms of insurance shall not be made without the approval of HFHK.

17. Cost of Repairs

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

18. Property

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

19. Early Warning	**19.1**	The Contractor shall inform the HFHK Engineer 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 HFHK Engineer may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
	19.2	The Contractor shall cooperate with the HFHK Engineer 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.
20. Extension of the Completion Date	**20.1**	The HFHK Engineer shall extend the Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Completion to be achieved by the Required Completion Date without the Contractor taking steps to accelerate the remaining work, which would cause the Contractor to incur additional cost.
21. Delays Ordered by the Project Manager	**21.1**	The HFHK Engineer may instruct the Contractor to delay the start or progress of any activity within the Works. Delays or suspension of work by the HFHK Engineer which increase the Contractor's costs shall be subject to equitable adjustments by HFHK.
22. Liquidated Damages	**22.1**	The Contractor shall pay liquidated damages to HFHK at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Required Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. HFHK may deduct liquidated damages from any payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.
23. Correction of Defects	**23.1**	The HFHK Engineer 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 Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
	23.2	Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the HFHK Engineer's notice
24. Uncorrected Defects	**24.1**	If the Contractor has not corrected a Defect within the time specified in the HFHK Engineer's notice, the HFHK Engineer will assess the cost of having the Defect corrected, and the Contractor will pay this amount, or HFHK shall recuperate these amounts by deduction from the amounts due to the contractor.
25. **Defects Liability period**	**25.1**	The period for notifying defects or damage in the Works as stated in the Contract Data shall start from the Required Completion Date. The HFHK Engineer shall notify the Contractor in writing of any defects in the Works during this period. During the Defects Notification Period, the Contractor shall rectify any defects that the Employer has notified within the stipulated period and at its own cost.
26. **Completion and Taking Over**	**26.1**	The Contractor shall request the HFHK Engineer to issue the Certificate of Practical Completion, and the HFHK Engineer will issue such a certificate when he determines that the work is satisfactorily completed.
	26.2	The Contractor shall notify the HFHK Engineer at least seven (7) days prior to the anticipated completion of the Works and readiness for taking over in accordance with the Contract. Upon receipt of such notice, the HFHK

Engineer shall inspect the Works and, if satisfied that the Works are complete (except for minor omissions, outstanding work, and defects which do not affect the safe use of the Works for their intended purpose), shall certify and issue the Certificate of Practical Completion to the Contractor. This certificate shall state the date of completion and include an attached list of minor omissions, outstanding work, and defects to be rectified.

26.3 Should the HFHK Engineer determine that the Works are not ready for taking over, they shall reject the Contractor's notice and provide written reasons, including details of any defects, deficiencies, or unfulfilled obligations requiring rectification or completion before a Certificate of Practical Completion can be issued.

26.4 HFHK shall take over the site and the Works within seven (7) days of the HFHK Engineer's issuing of a Certificate of Practical Completion.

27. Final Account

27.1 The Contractor shall supply the HFHK Engineer 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 HFHK Engineer shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within fifteen (15) days of receiving the Contractor's account if it is correct and complete. If it is not, the HFHK Engineer shall issue within fifteen (15) 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 HFHK Engineer shall decide on the amount payable to the Contractor and issue a payment certificate.

28. **Contract Price**

28.1 The Contract Price shall be the amount agreed upon between HFHK and the Contractor to execute the Works on the Completion Date and indicated in the Letter of Acceptance.

28.2 The Contract Price may vary in accordance with the Contract, including subject to measurement and/or Variations of the Works.

29. **Performance Security**

29.1 The Contractor shall, within fourteen (14) days of receiving the Letter of Acceptance, provide a Performance Security in the format prescribed in the Standard Form section, for a value of not less than five percent (5%) of the Contract Price or as set out in the Bidding Data.

29.2 The Performance Security shall remain valid for a period of thirty (30) days beyond the end of the Completion Date, including any applicable Defects Liability Period and/or warranty period.

30. **Payment Guarantee**

30.1 The Contractor shall, in addition to the Performance Security required, furnish to HFHK a separate and valid bank guarantee, payable on demand and issued by a reputable bank acceptable to HFHK, in an amount equivalent to ten percent (10%) of the Contract Price, for the specific purpose of securing HFHK's payment obligations under the Contract.

30.2 The said bank guarantee shall remain valid until the expiry of the Defects Liability Period and shall be released to the Contractor only upon the issuance of the Final Certificate, by HFHK, confirming that all obligations under the Contract have been fully discharged, including the satisfactory completion, to the written satisfaction of the HFHK Engineer or their duly appointed designee, of all remedial works, rectifications, or repairs identified during the Defects Liability Period.

31. **Bill of Quantities**

31.1 The Bill of Quantities (for lump-sum Contracts Entire Clause 17 shall be replaced with a new Clause as indicated in the Contract Data) shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

For Lump Sum contracts, payment activities schedule shall be listed.

31.2 The Bill of Quantities shall be used to calculate the Contract Price. The Contractor is paid for the quantity of the work actually done at the rate in the Bill of Quantities for each item.

32. Changes in the Quantities

32.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than twenty-five percent (25%), provided the change exceeds one percent (1%) of the Initial Contract Price, the HFHK Engineer shall adjust the rate to allow for the change. (For lump-sum contracts, this clause shall be substituted by a new clause as indicated in Contract Data).

33. **Day Works**

33.1 Day works shall be executed by the Contractor's employees using Equipment and shall be subject to payment based on the time actually spent by the Contractor's labour and the use of Equipment, in accordance with the applicable Dayworks Schedule or agreed rates.

33.2 In addition to payments for labour and Equipment, the Contractor shall be entitled to payment for all associated Materials and Plant used in connection with the Day works.

33.3 Day works shall only be undertaken when instructed in writing by the HFHK Engineer or, in cases of urgency, with retrospective written confirmation provided within three (3) days of the urgency.

33.4 The Contractor shall maintain and submit detailed daily records of labour, Equipment, Materials, and Plant used in the execution of Day works, and no payment shall be made unless such records are verified and approved by the HFHK Engineer.

34. **Right to Audit/Inspect**

34.1 HFHK, its duly authorized representatives, agents, or external auditors shall have the right, at any reasonable time and upon the provision of reasonable prior notice, to access, inspect, and audit all books, records, accounts, correspondence, documents, and other information of the Contractor that relate to the performance of the Works under this Contract. The Contractor shall grant unhindered access to the Site, as well as to any such records and documents, and shall provide all necessary assistance to facilitate the conduct of such inspection or audit.

35. Payment Certificates

35.1 The Contractor shall submit to the HFHK Engineer bi-weekly statements of the estimated value of the work executed less the cumulative amount certified previously.

35.2 The HFHK Engineer shall check the Contractor's executed work and certify the amount to be paid to the Contractor.

35.3 The value of work executed shall be determined by the HFHK Engineer.

35.4 The value of work executed shall comprise the value of the quantities of the items in the Bill of Quantities completed. (For lump sum contracts, this Clause shall be substituted by a new Clause as indicated in the Contract Data).

35.5 The value of work executed shall include the valuation of Variations and Compensation Events.

36. Payments

36.1 Payments shall be adjusted for deductions for interim payments and retention. HFHK shall pay the Contractor the amounts certified by the HFHK Engineer within twenty-eight (28) days of the date of each certificate. If HFHK 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 rate of interest prevailing at the local banks for construction loans.

36.2 Items of the Works for which no rate or price has been entered in will not be paid for by HFHK and shall be deemed covered by other rates and prices in the Contract.

37. Interim Payment

37.1 HFHK shall make interim payment to the Contractor of the amounts stated in the Contract Data after certification of executed scope of works by the Contractor.

38. Retention Moneys

38.1 An amount, specified in the Contract Data, will be retained from each payment to the Contractor to assure performance of the work. This money will be paid out to the Contractor upon completion and acceptance of the work and within fifteen (15) days of the issue by the HFHK Engineer of the Defects Liability Certificate.

39. Tax

39.1 The Contractor shall be liable for all taxes in accordance with the laws of HFHK's country. However, the HFHK Engineer shall adjust the Contract Price if taxes, duties, and other levies are changed between the date falling twenty-eight (28) days before the submission of bids for the Contract and the date of the Final Certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such charges are already not reflected in the Contract Price.

40. Compensation Events

40.1 The following shall be Compensation Events:

40.1.1 HFHK does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

40.1.2 The HFHK Engineer orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

40.1.3 The HFHK Engineer instructs the Contractor to uncover or to carry out tests upon completed work, which is then found to have no Defects.

40.1.4 Other contractors, public authorities, utilities, or HFHK cause delay or extra cost to the Contractor.

40.1.5 The interim payment due is delayed.

40.1.6 The HFHK Engineer unreasonably delays issuing a certificate of completion.

40.2 If such an event occurs, then the Contract Price shall be equitably adjusted.

41. Termination-action

41.1 HFHK or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract

41.2 Fundamental breaches of Contract shall include, but shall not be limited to, the following:

41.2.1 the Contractor stops work for fifteen (15) days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the HFHK Engineer;

41.2.2 The HFHK Engineer instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within fifteen (15) days; or agreement reached on payments due contractor for cost of delay;

41.2.3 HFHK or the Contractor is made bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

41.2.4 a payment certified by the HFHK Engineer is not paid by HFHK to the Contractor within thirty (30) days of the date of the HFHK Engineer's certificate;

41.2.5 the HFHK Engineer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within 30 days determined by the HFHK Engineer; or

41.2.6 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 Contract Data

41.3 When either party to the Contract gives notice of a breach of Contract to the HFHK Engineer for a cause other than those listed under Sub-Clause 30.2 above, the HFHK Engineer shall decide whether the breach is fundamental or not.

41.4 Notwithstanding the above, HFHK may terminate the Contract for convenience by giving the Contractor a thirty (30) day notice in writing.

41.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site within fifteen (15) days of the completion of the notice period.

42. Payment upon Termination

42.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the HFHK Engineer shall issue a certificate for the value of the work done and Materials ordered less any interim 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 indicated in the Contract Data. Additional Liquidated Damages shall not apply. If the total amount due to HFHK exceeds any payment due to the Contractor, the difference shall be a debt payable to HFHK.

42.2 If the Contract is terminated for HFHK's convenience or because of a fundamental breach of Contract by HFHK, the HFHK Engineer 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 interim payments received up to the date of the certificate

43. Release from Performance

43.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either HFHK or the Contractor, the HFHK Engineer 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 for which an agreement has been reached.

44. Resolution of Disputes

44.1 HFHK and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

44.2 If after thirty (30) days from the commencement of such informal negotiations, HFHK and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to three independent qualified contractors, one chosen by HFHK and one chosen by the Contractor and the third chosen by an appropriate professional body, such as the Chamber of Commerce. The three should arrive at a solution satisfactory to HFHK and the Contractor.

44.3 In case of further disagreement either party can take the matter to arbitration in accordance with the Law governing the Contract. The place where arbitration will take place will be stated in the Contract Data.

Section 4 **CONTRACT DATA**

Except where otherwise indicated, all Contract Data should be filled in by HFHK (HFHK) prior to issuance of the bidding documents. Schedules and reports to be provided by HFHK should be annexed.

No.	Reference	Contract Clause
1.	HFHK is: Name: **HABITAT FOR HUMANITY KENYA** Address: **P.O Box 38948 – 00623 NAIROBI, KENYA** Name of Authorized Representative: **DR. EILEEN MOKAYA** The HFHK Engineer is: Name: **LEVY OBATSA** Address: **P.O Box 38948 – 00623 NAIROBI, KENYA** Name of Authorized Representative: **LEVY OBATSA**	[1.1] [1.1]
2.	The name and identification number of the Contract is	[1.1]

Tender Reference Number	Tender Description	Quantity
HFHK/KELC/001/09/2026	SUPPLY AND INSTALLATION OF SOLOR POWERED ELECTRIC FENCE IN KAJIADO COUNTY	1 Lot
Pretender Site Visit is Mandatory		

3.	The Works consist of; Refer to Clause 2 above.	
4.	The Start Date shall be **15/10/2026**	[1.1]
5.	The Required Completion Date for the whole of the Works shall **be 15/11/2026**	[1.1
6.	Project Site Locations and GPS Coordinates **in Kajiado, County.**	[1.1]
7.	This shall be a ***Lump Sum Contract*** based on Priced Bill of Quantities	[1.2]
8.	The language of the Contract documents is **ENGLISH**	[2]
9.	The law that applies to the Contract is the law of **KENYA**	[2]
10.	The following documents are also part of the Contract:	[5]

- The Schedule of Key Personnel

12. The period for submission of the Program is seven **(7) days** from the date of signature of Agreement. [11]

13. The Defects Liability Period is six (**6) months.** [15]

14. In case of lump sum contracts, clause 17 shall be replaced by the following new clause 17. [17]

17 Activity Schedule

17.1 The Contractor shall provide updated Activity Schedules within seven (7) days of being instructed by HFHK. The activities on the Activity Schedule shall be coordinated with the activities on the Program.

17.2 The Contractor shall show delivery of Materials to the site separately on the Activity Schedule if Payment for Materials on site shall be made separately."

15. In case of lump sum contracts, clause 18.1 shall be replaced by the following: [18]

18.1 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 made such changes to the Activity Schedule."

19.4 The value of work executed shall comprise the value of completed activities in the Activity Schedule."

17. The Site Possession Date shall be **14/10/2026** [21]
[If the Site is made available by section, the different dates should be listed here.]

20. The amount of interim payment will be based on measured and certified works by HFHK project manager [24]

21. The amount of retention money will be **10%** of the total contract amount.

23. The place of arbitration is **NAIROBI** [34]

Table of Standard Forms

A.	**Contractor's Bid25**	
B.	**Qualification Information**	**26**
C.	**Letter of Acceptance**	**28**
D.	**Agreement**	**29**
E.	**Bid Security**	**30**
F.	**Performance Security**	**32**

Standard Form A: **Contractor's Bid**

Notes on Form of Contractor's Bid The Bidder shall fill in and submit this Bid form with the Bid.

_____ *[date]*

To: _____ *[name of HFHK]*
Address: _____ *[insert address]*
_____

We offer to execute the _____ *[name and identification number of Contract]* in accordance with the Conditions of Contract accompanying this Bid for the Contract Price of _____ *[amount in numbers and words]* (_____) *[name of currency]* _____).

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity required by the bidding documents and specified in the Bidding Data.

Authorized Signature: _____

Name and Title of Signatory:
_____

Name of Bidder:
_____

Address:
_____

Standard Form B: **Qualification Information**

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of post qualification as provided for in the Instructions to Bidders. This information will not be incorporated in the Contract.

1. **Individual Bidders** or Individual Members of Joint Venture

1.1 Constitution or legal status of Bidder *[attach copy]*

Place of registration: _____

Principal place of business: _____

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

Project name and country	Name of client and contact person	Type of work performed and year of completion	Value of contract
_____ _____ _____ _____ _____ _____ *[etc.]*	_____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____ _____ _____	_____ _____ _____

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

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
_____ _____	_____ _____	_____ _____ _____ _____	_____ _____

_____ *[etc.]*	_____	_____ _____	_____

1.4 Qualifications and experience of key personnel proposed for administration and execution of the Contract.

Position	Name	Years of experience (general)	Years of experience in proposed position
Project Manager _____ _____ _ _____ _ _____ _ _____ _ *[etc.]*	_____ _____ _ _____ _ _____ _ _____ _ _____ _	_____ _____ _____ _____ _____	_____ _____ _____ _____ _____

1.5 Proposed subcontracts and firms involved.

Sections of the Works	Value of subcontract	Subcontractor (name and address)	Experience in similar work
_____ _____ _____ *[etc.]*	_____ _____ _____	_____ _____ _____ _____ _____ _____	_____ _____ _____ _____ _____ _____

1.6 Information on current litigation in which the Bidder is involved.

Other party(ies)	Cause of dispute	Amount involved
_____ _____ _____ _____	_____ _____ _____ _____	_____ _____

1.7 Proposed Program (work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

Notes on Standard Form of Letter of Acceptance

The Letter of Acceptance will be the basis for formation of the Contract as described in Clauses 26 of the Instructions to Bidders. This Standard Form of Letter of Acceptance should be filled in and sent to the successful Bidder only after evaluation of bids has been completed.

Standard Form C: **Letter of Acceptance**

[letterhead paper of HFHK]

[date]

To:_____
[name of the Contractor]

_____
[address of the Contractor]

This is to notify you that your Bid dated _____for execution of the [name of the Contract and identification number, as given in the Contract Data] for the Contract Price of (_____) [amount in numbers and words] _____ [name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by Habitat for Humanity Kenya.
You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

_____
Authorized Signature: _____
Name and Title of Signatory: _____
Name of Agency_____

Attachment: Agreement

Notes on Standard Form of Agreement

The Agreement should incorporate any corrections or modifications to the Bid resulting from price corrections and price adjustment during the evaluation process as provided for in the Instructions to Bidders.

Standard Form D: Agreement

AGREEMENT

This Agreement, made the _____ day of _____ 2016, between

_____

_____

_____*[name and address of HFHK]* (hereinafter called "HFHK") and _____

_____

_____ *[name and address of Contractor]*

(hereinafter called "the Contractor") of the other part.

Whereas HFHK is desirous that the Contractor execute _____

_____ *[name and identification number of Contract]* (hereinafter called "the Works") and HFHK has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

Now this Agreement witnesseth as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.

2. In consideration of the payments to be made by HFHK to the Contractor as hereinafter mentioned, the Contractor hereby covenants with HFHK to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

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

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

   The Common Seal of

   _____

_____was

hereunto affixed in the presence of:

Signed, Sealed, and Delivered by the

said _____ in the

presence of:

Binding Signature of HFHK _____

Binding Signature of Contractor _____

Standard Form E: Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the works]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Purchaser]* (hereinafter called "the Purchaser") in the sum of for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form;

or

2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:

   (a) fails or refuses to execute the Contract Form, if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

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

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

_____

[signature of the bank]

Standard Form F: **Performance Security Form**

To: *[name of Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated _____ to supply *[description of works] (*hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE, WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures],* and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____

Signature and seal of the Guarantors

_____

[name of bank or financial institution]

_____

[address]

_____

[date]

Section 6 SPECIFICATIONS

These Notes for Preparing Specifications are intended only as information for HFHK or the person drafting the bidding documents. They should **not** be included in the final documents.

1. A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of HFHK without qualifying or conditioning their bids. In the context of competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of Bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Works be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

2. Samples of specifications from previous similar projects in the same country are useful in this respect. The use of metric units is encouraged by the World Bank. Most specifications are normally written specially by HFHK to suit the Contract Works in hand. There is no standard set of Specifications for universal application in all sectors in all countries, but there are established principles and practices, which are reflected in these documents.

3. There are considerable advantages in standardizing General Specifications for repetitive Works in recognized public sectors, such as highways, ports, railways, urban housing, irrigation, and water supply, in the same country or region where similar conditions prevail. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in construction, although not necessarily to be used in a particular Works Contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

4. Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Borrower's country or other standards, the specifications should state that goods, materials, and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions or Specifications.

Sample Clause
Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to HFHK's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Contractor and submitted to HFHK at least 28 days prior to the date when the Contractor desires HFHK's consent. In the event HFHK determines that such proposed deviations do not ensure substantially equal or higher quality, the Contractor shall comply with the standards specified in the documents.

Section 7 **DRAWINGS**

Insert here a list of Drawings. The actual Drawings, including site plans, should be attached to this section or annexed in a separate folder.

These Notes for Preparing a Bill of Quantities are intended only as information for HFHK or the person drafting the bidding documents. They should be included in the final documents.

Bill 1: Solar Powered Electric Fence BoQ

Item	Description	Detailed Specification / Description	Unit	Qty	Rate (Ksh)	Amount (Ksh)
1	HT Galvanized Wire 2.5mm	High tensile hot-dip galvanized wire, 2.5mm diameter minimum, suitable for electric security fencing.	Rolls	11		
2	Metallic Post 1" × 1"	Mild steel square hollow section (SHS) posts, 1"×1", minimum 2mm thickness, hot-dip galvanized or anti-rust painted, complete with welded insulator brackets. Installed at maximum 10m spacing.	Pcs	250		
3	Metallic End/Corner Posts 1½"	Heavy-duty galvanized steel corner, strainer and gate posts, 1½" dia minimum, complete with concrete foundations and bracing.	Pcs	40		
4	Support (Stay) Poles	Treated timber or galvanized steel support poles for corner and end assemblies complete with fixing accessories.	No	60		
5	W Strainer Green	UV-resistant heavy-duty plastic W-insulators suitable for high tensile electric fencing systems.	Pcs	4,500		
6	Super Strainers Porcelain	Heavy-duty porcelain strain insulators for tension points and corners.	Pcs	1,200		
7	Under Gate Cables	High-voltage underground cable for crossing under	Pcs	10		

		gates and access points, minimum 20kV rated.				
8	4 Core Cable	Outdoor UV-resistant 4-core cable complete with terminations and protection.	Lot	1		
9	Lightning Diverter	Complete lightning protection kit including surge arrestors and earthing connections.	Pcs	3		
10	Siren Kit	Electric fence alarm siren complete with flashing strobe, housing and mounting accessories.	Pcs	2		
11	Energizer Lanstar P1000	Genuine Lanstar P1000 energizer or approved equivalent complete with enclosure and accessories.	Pcs	1		
12	Earth Rod System	Copper-bonded earth rods, clamps, earth cable and connectors, complete installation.	Lot	1		
13	Solar Panel 350W	Monocrystalline solar panels, minimum 350W each complete with mounting frames and cabling.	No	4		
14	Battery 200Ah	Deep-cycle solar batteries, 12V, 200Ah minimum capacity.	No	2		
15	MPPT Solar Charge Controller	Solar charge controller sized for the installed solar array and battery bank.	Pcs	1		
16	Warning Signs	UV-resistant electric fence warning signs installed at intervals not exceeding 10m and at all access points.	Pcs	50		
17	Accessories	Wire joiners, clamps, insulators, tension springs, ferrules, cable lugs, bolts, nuts, washers, brackets, concrete, paint, ties and all ancillary materials required for complete installation.	Item	1		

18	Transport, Delivery & Installation	Supply, transport, labour, excavation, post setting, wiring, solar installation, energizer setup and complete fence erection.	Item	1		
19	Testing & Commissioning	Voltage testing, earthing resistance testing, energizer setup, system demonstration, operator training and handover report.	Item	1		
	Sub Total					
	VAT 16%					
	Grand Total					

Bill 2: Perimeter Fence BoQ

ITEM	DESCRIPTION	QTY	UNIT	RATE (Ksh)	AMOUNT (Ksh)
	FENCE REPAIR WORKS				
	External Boundary Fence				
A	Site clearance to provide working area 1m wide both sides of the fence	LM	50		
B	Errect and align learning 100 x 100 x 2500mm long precast concrete fencing posts with 600mm long crank; the posts to have 9 NO holes for attaching binding wire to be well anchored in the holes V.R.C mortar mix (m/s)	NO	50		
C	Supply and replace 100 x 100 x 2500mm long precast concrete fencing posts with 600mm long crank; the posts to have 9 NO holes for attaching binding wire to be well anchored in the holes V.R.C mortar mix (m/s)	NO	20		
D	Ditto replace damaged corner,Intermediate and end and straining posts	NO	8		
	in situ concrete class 20 (1:2:4)				
E	Post holes	NO	58		
	Barbed Wire				

F	3 strands of 12Gauge(2.5mm) galvanized barbed wire fixed to cranked arm of the concrete posts all to required detail and specification	LM	30		
	Straining Wire				
G	4 strands of 10G (3mm) galvanized straining wire fixed to concrete posts; all to constrution supervisor details	LM	30		
	Chain-link				
H	Supply anf fix 2400mm high (8ft), 12.5G (2.5mm) galvanized chain-link fence 80 x 80 mm mesh size fixed to precast concrete posts and tied to straining wire with tying wire ; the lower part of the chain link to be buried 150mm into curbing concrete to detail (m/s)	LM	30		
	Sub Total				
	VAT 16%				
	Grand Total				

SUMMARY

	-		
	GRAND SUMMARY		
ITEM	**DESCRIPTION**		**TENDERER'S AMOUNT**
1	**Bill 1**		
2	**Bill 2**		
3	Contingency Sum to be spent on clients directive and approval		50,000
TOTAL CARRIED TO FORM OF TENDER			

Amount of tender in words: Kenya Shilings……..…….

……..……			
Tenderer's signature and stamp…….			
Address…… ……..			
Date…… ……...			
Witness: Name and signature……..			
Description…… ……			
Address…… ……..			
Date…… ……...			

In lump sum contracts, delete “Bill of Quantities” and replace with “Schedule of Activities” throughout this section.

Objectives

1. The objectives of the Bill of Quantities are

   (a) to provide sufficient information on the quantities of Works to be performed to enable bids to be prepared efficiently and accurately; and

   (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

2. In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

Day-work Schedule

3. A Day-work Schedule should be included only if the probability of unforeseen work, outside the items included in the Bill of Quantities, is high. To facilitate checking by HFHK of the realism of rates quoted by the bidders, the Day-work Schedule should normally comprise the following:

   (a) A list of the various classes of labour, materials, and Constructional Plant for which basic day-work rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Contractor will be paid for work executed on a day-work basis.

   (b) Nominal quantities for each item of Day-work, to be priced by each Bidder at Day-work rates as Bid. The rate to be entered by the Bidder against each basic Day-work item should include the Contractor's profit, overheads, supervision, and other charges.

Provisional Sums

4. A general provision for physical contingencies (quantity overruns) may be made by including a provisional sum in the Summary Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a provisional sum in the Summary Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises. Where such provisional sums or contingency allowances are used, the Contract Data should state the manner in which they will be used, and under whose authority (usually HFHK's).

5. The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other contractors (refer to Clause 8 of the Conditions of Contract) should be indicated in the relevant part of the Bill of Quantities as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by HFHK to select such specialized contractors. To provide an element of competition among the bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Contractor for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Bill of Quantities inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.