



**TENDER FOR THE CONSTRUCTION OF THE PROPOSED SMART FISH MARKET ON PLOT LR. NO.
NAIVASHA/MICHIRINGIRI BLOCK 2/843 (NYAMATHI), NAIVASHA**

FOR

**EASTERN AFRICAN GRAIN COUNCIL (EAGC),
P. O. Box Number 218-00606
Mbaazi Avenue, Lavington Nairobi**

AUGUST 2021

Proposed Smart Fish Market in Naivasha

BILLS OF QUANTITIES

SUPPLIED AS PART OF THE CONTRACT FOR THE PROPOSED SMART FISH MARKET IN NAIVASHA

FOR

EASTERN AFRICAN GRAIN COUNCIL

ISSUED BY: -

SABS-PO,
Jomo Kenya University of Agriculture and Technology,
P.O. Box 62000-00200,
Nairobi.



The Contract for the above-mentioned Works, entered into on the 10th day of DECEMBER 2021
by the undersigned parties refers to these Bills of Quantities which shall be read and construed as part of
the said Contract.


.....
(CONTRACTOR)

VEE VEE ENTERPRISES LTD.

P. O. BOX 3283 - 00506

10/12/2021
.....
(Date)



.....
(EMPLOYER)
10 DEC 2021
.....
(Date)

SPECIAL NOTES

1. The Contractor is required to check the numbers of the pages and should any be found to be missing or in duplicate or the figures or writing indistinct, he must inform the PROJECT MANAGER at once and have the same rectified. Should the Contractor be in doubt about the precise meaning of any item, word or figure, for any reason whatsoever, or observe any apparent omission of words or figures he must inform the PROJECT MANAGER in order that the correct meaning may be decided upon before the date for the submission of the Tender.
2. No liability whatsoever will be admitted nor claim allowed in respect of errors in the Contractor's tender due to mistakes in the Bills of Quantities which should have been rectified in the manner described above.
3. The Contractor shall not alter or otherwise qualify the text of these Bills of Quantities. Any alteration or qualification made without authority will be ignored and the text of the Bills of Quantities as printed will be adhered to.
4. The Contractor shall be deemed to have made allowance in his prices generally to cover items of Preliminaries or additions to Prime Cost Sums or other items, if these have not been priced against the respective items.
5. All items of measured work shall be priced in detail and tenders containing lump sums to cover trades or groups of work must be broken down to show prices for each item before they will be accepted. Lump sums to cover items of Preliminaries shall likewise be broken down if so required.
6. In no case will any expenses incurred by Contractors in preparation of this Tender be reimbursed.
7. The copyright of these Bills of Quantities is vested in the Employer and no part thereof may be reproduced without their express permission given in writing.
8. The Contractor is solely responsible for the accurate ordering of materials in accordance with the Drawings and Architect's Instructions and no claims for any loss or expense will be entertained for orders for materials based upon the Bills of Quantities.
9. Should the Contractor be in doubt about the precise meaning of any item or figure, for any reason whatsoever, he shall inform the PROJECT MANAGER in order that the correct meaning may be established before the date for submission of tenders.
10. The Contractor shall note that the VAT Act requires that Value Added Tax shall be charged on the value added in the provision of building services. The Contractor is hereby advised to allow for this requirement in his tender rates. All tender rates shall therefore be INCLUSIVE OF VAT at the applicable rate.
11. The Bills of Quantities must be priced in Kenyan currency, i.e., Shillings and Cents.

(iii)

VEE VEE ENTERPRISES LTD.

0611

P. O. BOX 3283 - 00506
NAIROBI



REPUBLIC OF KENYA



NAIROBI METROPOLITAN SERVICES

Telegraphic Address
Telephone +3313002/4
When replying please quote

Kenyatta International Convention Centre
P. O. Box 49130-00100
NAIROBI

Ref: EOP/NMS/MED/9

11th June, 2021

M/S Vee Vee Enterprises Limited
P.O. Box 3283-00506
Nairobi

NOTIFICATION OF INTENT TO AWARD TENDER FOR PROPOSED CONSTRUCTION AND COMPLETION WORKS INCLUDING ASSOCIATED MECHANICAL, ELECTRICAL & SEWER WORKS AT MAMA LUCY KIBAKI PHASE II TENDER NO NMS/RT/038/2020 – 2021

Your tender dated 21st April, 2020 for the Proposed Construction and Completion Works including Associated Mechanical, Electrical & Sewer Works at Mama Lucy Kibaki Phase II at a total cost of Kshs. 344,100,000 inclusive of taxes (Kenya Shillings Three Hundred Forty-Four Million, One Hundred Thousand Only) is hereby accepted. Please signify acceptance within Seven (7) days from the date of this letter.

You will be required to accept and furnish the client with performance bond valued at 2% of the total Contract sum of the tender award at the contract signing stage from a reputable financial institution.

The contract documents shall be signed by the parties within 14 days from the date of this letter but not earlier than 7 days.

For any clarification or further information please contact, Procurement Unit on: Tel: +254-20-2718050 Ext 64680.


ZG. OGENDI
FOR DEPUTY DIRECTOR GENERAL

VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI



REPUBLIC OF KENYA



**EXECUTIVE OFFICE OF THE PRESIDENT
NAIROBI METROPOLITAN SERVICES**

CONTRACT AGREEMENT

BETWEEN

**THE NAIROBI METROPOLITAN
SERVICES**

**PO BOX 491300-00100,
KENYATTA INTERNATIONAL CONVENTION CENTRE,
NAIROBI, KENYA**

AND

**VEE VEE ENTERPRISES LIMITED
P.O. BOX 3283-00506 NAIROBI
FOR**

**PROPOSED CONSTRUCTION AND COMPLETION WORKS
INCLUDING ASSOCIATED MECHANICAL, ELECTRICAL &
SEWER WORKS AT MAMA LUCY KIBAKI PHASE II
NAIROBI**

CONTRACT NO. NMS/RT/038/2020-2021

COUNTRY: KENYA

FORM OF AGREEMENT

This Agreement, made on the 18th day of August 2021 between the National Government represented by the **NAIROBI METROPOLITAN SERVICES** of P.O. Box 491300-00100 NAIROBI a Public Entity established on 18th March 2020 vide Executive Order No. 3 of 2020 as the Institutional Framework to perform the transferred functions on behalf of the National Government of P O Box 49130-00100 Nairobi, Kenya (hereinafter called "the Employer" which expression shall where the context to admits include its successors and assignees) of the one part, and the National Government and empowered by Gazette Notice No.1609 through the Ministry of Devolution (hereinafter called "the Employer") of the one part and **M/s VEE VEE ENTERPRISES LIMITED** of P.O. BOX 3283-00506 NAIROBI (hereinafter called "the Contractor") of the other part.

WHEREAS:

- A. the Employer is desirous that certain works should be executed, viz **TENDER NO.NMS/RT/038/2020-2021-PROPOSED CONSTRUCTION AND COMPLETION WORKS INCLUDING ASSOCIATED MECHANICAL, ELECTRICAL & SEWER WORKS AT MAMA LUCY KIBAKI PHASE II** (hereinafter called "the works"),
- B. the employer has accepted the bid submitted by the contractor for the execution and completion of such works and the remedying of any defects therein and as per the rate itemized in the tender evaluation minutes more particularly described hereunder and in the conditions of contract, and
- C. the contractor has agreed to provide the required services for **Proposed Construction and Completion Works Including Associated Mechanical, Electrical & Sewer Works at Mama Lucy Kibaki Phase II -Nairobi** as per the cost and description delineated in the tender document and evaluation report.

NOW THIS AGREEMENT WITNESSETH as follows: -

GENERAL PROVISIONS

1. Subject to Paragraph 2 of this Agreement, words and expressions used herein shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The parties to hereby agree to enter into this Contract which shall be governed according to the terms and conditions set out herein. The following definitions shall apply to this contract:

"Contract" means this Contract including the Terms and Conditions of Contract, Technical Documents, Drawings, Technical Specifications, Bills of Quantities, Addendums and any amendments made thereto in accordance with the Contract.

"Contract Price" means the total sum mention in the Form of Tender and Contract clause 2 which is payable to the Contractor for the complete and proper performance of its contractual obligation.

"Effective date" means Contract effective date.

"Defect Liability Period" means the period stated in Clause 20 in the Tender document and in which the Contractor will remove the defects of damages caused by his fault.

"Site" means the places provided by the Employer where the Works are to be executed and any other places may be specifically designated in the Contract as forming part of the Site.

"Technical Specification" means the documents, which shall contain detailed technical requirements for the Contractor to execute the Contract properly including Scope of Works, Contractors establishment, Specifications for Materials, Plant, Construction Equipment etc.

"Time of Completion" means the time for completing the execution of the Works and including the Tests on Completion of the Works as stated in the Contract from the effective date.

"Taking - Over Certificate" means certificate issued by the Employer to confirm that the Contractor has completed all his obligations under the Contract.

"Temporary Works" means all temporary works required on Site for the execution and completion of the Permanent Works and the remedying of any defects therein.

"Works" means the Permanent Works and the Temporary Works or either of them, as may be appropriate.

"Employer" means the National Government represented by Nairobi Metropolitan Services

Subject of the Contract

3. The Employer awards to the Contractor the Contract to execute works for the Proposed Construction and Completion Works Including Associated Mechanical, Electrical & Sewer Works at Mama Lucy Kibaki Phase II -Nairobi under the terms of the following clauses and in accordance with the Technical specifications and Schedule of Works.
4. The Proposed Construction and Completion Works shall be from a period of **Seventy-Two (72) weeks** from Date of Commencement
5. The following documents shall be deemed to form and shall be read and construed as part of this Agreement. This agreement shall prevail over all other contract documents.

- (i) Letter of Acceptance-
- (ii) Form of Tender and Appendix to Form of Tender
- (iii) Notification of Award-
- (iv) Conditions of Contract
- (v) Appendix to Conditions of Contract
- (vi) Performance Bond
- (vii) Schedule of Work Program
- (viii) Schedule of Plant and Equipment
- (ix) Letter of Line of Credit-
- (x) Power of Attorney -
- (xi) Priced Bills of Quantities

All the aforesaid documents are hereinafter referred to as "**The contract**".

Contract Price

6. The Contract Price is **Kshs. 344,100,000 inclusive of taxes (Kenya Shillings Three Hundred Forty-Four Million, One Hundred Thousand Only)**, inclusive of all taxes and related costs. The Contract Price is more particularly defined hereunder:
7. The Contract Price referred to in the foregoing paragraph includes the cost of all Works for realizing the objective of the contract in accordance with the conditions of the Contract, Design and Technical Specification.

8. Parties are at liberty to propose changes or variations to the works scope and quantities that are necessary for the implementation of the project. Any such changes or variations shall be in writing and undertaken in compliance with the Conditions of Contract. All such changes or variations must be in writing and shall not affect the contract price. In the Event that the changes or variations affect the contract price, such adjustments shall comply with the Procurement law.
9. In consideration of the payments to be made by the employer to the contractor, the contractor as hereinafter mentioned, the contractor hereby covenants with the employer to execute and complete the works and remedy any defect therein conformity in all respects with the provisions of the contract.
10. The Employer hereby covenants to pay the Contractor, in consideration of the execution and completion of the works and the remedying 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.
11. The contractor shall be relived from liability for delay or failure to perform his part of this agreement as a result of Force Majeure.

IN WITNESS WHEREOF the parties hereto caused their common seals to be hereunto affixed (and/or hereunto set their respective hands) the day and year first above written.

SIGNED FOR AND ON BEHALF OF THE EMPLOYER

KINUTHIA MBUGUA, CBS, OGW

ACCOUNTING OFFICER, NAIROBI METROPOLITAN SERVICES

Binding Signature

Witnessed by

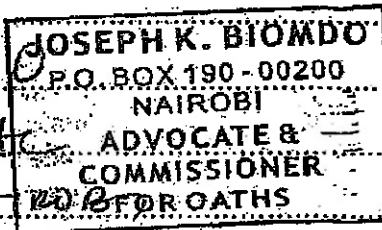
Name JOSEPH K BIOMDO

Title DIRECTOR LEGAL

Address 190-00202 NAIROBI

Signature [Signature]

Date 18/8/21



SEALED WITH THE COMMON SEAL OF THE CONTRACTOR in the presence of

Name of the Contractor M/s METROPOLITAN ENGINEERING LIMITED

Full name of the contractor's authorized representative SADAPALLI RAM BABU

Title MANAGING DIRECTOR

Binding Signature [Signature]

Date 18/8/21

Witnessed by

Name BERNARD MUKU

Address 3283-00506 NAIROBI

Signature [Signature]

Date 18/8/2021

VEE VEE ENTERPRISES LTD
COMPLETED PROJECTS
(LETTERS OF AWARD AND
PRACTICAL COMPLETION
CERTIFICATES)



MINISTRY OF SPORTS, CULTURE AND HERITAGE
STATE DEPARTMENT FOR SPORTS

LETTER OF AWARD

Tel: +254-020-2251164/005, 2250576

Fax: 254-020-316187

Website: www.minspoca.go.ke

E-mail: info@minspoca.go.ke

When replying, please quote:

P.O. Box 49849 - 00100
Nairobi, Kenya

Ref: SDSD 9/45/1 Vol. II

1st September, 2021

M/S VEE VEE Enterprises Ltd

P.O. Box 3283 - 00506

NAIROBI

**RE: PROPOSED CONSTRUCTION OF WANG'URU STADIUM, MWEA,
KIRINYAGA COUNTY W/PL/ ITEM No. D113CE/KYA/1902 JOB NO.
10749B**

This is to notify you that your Tender dated 19th August, 2021 for the execution of the above captured additional works has been accepted at the negotiated contract amount of **Ksh: 309,420,000/=** (Three Hundred and Nine Million, four Hundred and Twenty Thousands only).

You are consequently required to furnish us with a Performance Security in accordance with the conditions of the contract within 14 (fourteen days)



Mike Kimoko, Esq

For: PRINCIPAL SECRETARY

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI



**THE PRESIDENCY
MINISTRY OF INTERIOR AND
CO-ORDINATION OF NATIONAL GOVERNMENT**

Telegrams "COMMISSIONER" Kerugoya
Telephone 21053 KERUGOYA

**COUNTY COMMISSIONER
KIRINYAGA COUNTY
P.O. BOX 1
KERUGOYA**

countycommissionerKirinyaga@gmail.com

REF: PROC. 11/2/VOL.II/225

20TH JULY, 2021

M/S VEE VEE ENTERPRISES LTD
P.O. BOX 3283-00506
NAIROBI

**REF: NOTIFICATION OF INTENTION TO ENTER INTO CONTRACT FOR
TENDER NO. D113 CE/KYA/1902 JOB NO. 10749H: PROPOSED
CONSTRUCTION OF INNER BARRING FENCES & GATES AT WANG'URU
STADIUM IN MWEA, KIRINYAGA COUNTY.**

In accordance with the provisions of Section 87 of Public Procurement and Asset Disposal Act, 2015, I hereby communicate to you the report of evaluation committee done on 16/7/2021 that your tender for the above works was successful and accepted at your quoted tender sum of **Kshs. 12,200,950.00** (Twelve Million Two Hundred Thousand Nine Hundred Fifty Only.)

You are required to acknowledge in writing the acceptance within seven (7) days from the date of this letter, consequently signing the contract after the expiry of fourteen (14) days from the date of this letter but not later than thirty (30) days from the date of this letter.

**JIM NJOKA
COUNTY COMMISSIONER
KIRINYAGA**

**VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI**



CERTIFICATE OF PRACTICAL COMPLETION

ANNEX 8R

From: Team Leader Ref: Date: 18/ 12/ 2021	To: Works Secretary, State Department of Public Works, MOTIHUD&PW P.O. Box 30743-00100, NAIROBI.
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Detail of works					
Contract No. D113/CE/KYA/1902 Job No. 10749B	Description of the Job PROPOSED CONSTRUCTION OF WANGURU STADIUM, MWEA, KIRINYAGA COUNTY-ADDITIONAL WORKS	Ministry / Agency MINISTRY OF SPORTS, CULTURE AND HERITAGE			
<table border="1"> <tr> <td>VOTE</td> <td>PROV</td> <td>NO</td> </tr> </table>	VOTE	PROV	NO		
VOTE	PROV	NO			
Contract Number D113/CE/KYA/1902 Job No. 10749B	Name / Address of Contractor VEE VEE ENTERPRISES LIMITED P.O. BOX 3283-00506 NAIROBI				

Completion of Building Works Delete (a) or (b). (a) The Contracts works (b) The part of the works here listed are now complete to my satisfaction, subject to the items noted overleaf and are ready to be handed over to the Client. (c)
Date <u>18/12/2021</u> Project Architect <u>Dr. Bernard Pule</u>

Completion of Structural Works The above works have been completed and tested to my satisfaction.	
Date <u>18/12/2021</u>	Project Civil Engineer <u>K. NGATIA</u>
Date <u>18/12/2021</u>	Project Mechanical Engineer <u>CYRUS GITONGA</u>
Date <u>18/12/2021</u>	Project Electrical Engineer <u>Fractus Nangi</u>
Date <u>18/12/2021</u>	Project Structural Engineer <u>S. ANGWENYI</u>
CHIEF ARCHITECT Architectural Department Ministry Of Transport, Infrastructure, Housing & Urban Development P. O. Box 30743 - 00100, NAIROBI.	

Release of Retention and Surety Bond	
Att: Project Quantity Surveyor The First Moiety of the Retention and the Surety Bond may now be released.	
Date <u>20/12/2021</u>	Project Manager <u>[Signature]</u>

VEEVEE ENTERPRISES LTD.
 P. O. BOX 3283 - 00506
 NAIROBI



CERTIFICATE OF MAKING GOOD DEFECTS

From: Project Manager Ref: Date: 02/ 08/ 2022	To: Works Secretary, State Department of Public Works, MOTIHU&PW P.O. Box 30743-00100, NAIROBI.
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Detail of works				
WP ITEM NUMBER D113/CE/KYA/1902 Job No. 10749B		Description of the Job PROPOSED CONSTRUCTION OF WANGURU STADIUM, MWEA, KIRINYAGA COUNTY-ADDITIONAL WORKS	<u>Ministry /Agency</u> MINISTRY OF SPORTS, CULTURE AND HERITAGE	
VOTE	PROV			NO
Contract Number D113/CE/KYA/1902 Job No. 10749B		Name / Address of Contractor VEE VEE ENTERPRISES LIMITED P.O. BOX 3283-00506 NAIROBI		

Certification of attendance to Defects	
a) Defects on the above works were completed by M/s Vee Vee Enterprises Limited	
on 02/02/2022	
Date 03/08/2022	Project Architect Bernard Rukh
Date 03/08/2022	Project Civil Engineer FOR E. A. ISPAUS NG'ANGA
Date 03/08/2022	Project Mechanical Engineer CYRUS GITONJA
Date 03/08/2022	Project Electrical Engineer E. R. A. NGUGI
Date 03/08/2022	Project Structural Engineer HENRY MURRAY
Date 03/08/2022	Project Landscape Architect NANCY S. S. S. S.

CHIEF ARCHITECT
Architectural Department
Ministry Of Transport, Infrastructure,
Housing & Urban Development
P. O. Box-30743, -00100, NAIROBI.

Release of Retention
 Attn: Project Quantity Surveyor and Contracts Register Office
 The second Moiety of the retention may now be released
 Date 4th August, 2002
 Project Manager Arch. T.M. Munira

Copy to: 1) Contractor 2) Client 3) Project File



**MINISTRY OF SPORTS, CULTURE AND HERITAGE
STATE DEPARTMENT FOR SPORTS
OFFICE OF THE PRINCIPAL SECRETARY**

Telegrams: "HOME" Nairobi
Tel. +254-020-250576
When replying please quote:

KENCOM HOUSE
P.O. Box 30478-00100
NAIROBI

REF: SDSD 9/45/1/VOL. III

DATE: 23rd August, 2021

To
M/s VEE VEE Enterprises LTD

Dear

**RE: INVITATION TO TENDER PROPOSED ADDITIONAL WORKS, PROPOSED
WANG'URU STADIUM, MWEA, KIRINYAGA COUNTY WP ITEM NO:
D113/CE/KYA/1902 JOB NO: 10749A.**

You are hereby invited to submit a tender for the above captioned works.

A complete set of tender documents, drawings and Bills of Quantities may be obtained from the office of the undersigned.

Dully completed tender documents must be submitted to the Tender Box Located in Uchumi House, 11th Floor, Supply Chain Management Office in or before 27th August, 2021 at 10.00 am.

Yours

Mike Kimoko, Esq
For : **Principal Secretary**

VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

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 thereafter referred to.
2. The following documents shall be deemed to form and shall be read construed as part of this Agreement i.e.

- (i) Letter of Acceptance
- (ii) Form of Tender
- (iii) Conditions of Contract Part I
- (iv) Conditions of Contract Part II and Appendix to Conditions of Contract.
- (v) Specifications
- (vi) Drawings
- (vii) Priced Bills of Quantities

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

4. The Employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of the 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.

VEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

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

The common seal of **Principal Secretary**

Was hereunto affixed in the presence of **Mike Kimoko, Esq - SDS**

Signed sealed, and Delivered by the said **State Department for Sports**

Binding Signature of Employer

Binding Signature of contractor

In the presence of (i) Name

Address

Signature

(ii) Name

Address

Signature

VEE VEE ENTERPRISES LIMITED
BUILDING & CIVIL CONTRACTORS
P.O. Box 3283, Nairobi
KENYA

VEE VEE ENTERPRISES LTD.
P.O. BOX 3283 - 00506
NAIROBI



MINISTRY OF SPORTS, CULTURE AND HERITAGE
STATE DEPARTMENT FOR SPORTS

FORM OF AGREEMENT

This agreement, made the 3rd September, 2021

Between State Department for Sports of (or whose registered office is situated at
Kencem House Second Floor Wing B (hereinafter called "the Employer") of the one
part AND

M/S VEE VEE Enterprises LTD , P.O. Box 3283-00506 , Nairobi of

(Hereinafter called "the contractor") of the other part.

WHEAREAS THE employer is desirous that the contractor executes

The Proposed construction of Wanguru Stadium Mwea, Kirinyaga County.

hereinafter term called "the Works" located at Kirinyaga County (place/location of the
works) and the employer has accepted the tender submitted by the contractor for the
execution and completion of such

Works and the remedying of any defects therein for the contract price of

Ksh. 309,420,000/= (Amount in figures), Kenya Shillings Three hundred and nine
million, four hundred and twenty thousand only. (Amount In words)

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI



2nd September 2021

The PRINCIPAL SECRETARY
MINISTRY OF SPORTS, CULTURE AND HERITAGE
STATE DEPARTMENT OF SPORTS
PO Box 49849-00100
NAIROBI.

PERFORMANCE BOND NO. 21/HO/URBA/12/PB/0404

WHEREAS M/S VEE VEE ENTERPRISES LIMITED of P O Box 3283-00506, NAIROBI (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. W/PL/ITEM No. D113CE/KVA/1902 JOB No.10749B dated 1st September, 2021 for **PROPOSED CONSTRUCTION OF WANG'URU STADIUM, MWEA KIRINYAGA COUNTY W/PL/ITEM No. D113CE/KVA/1902 JOB NO.10749B (ADDITIONAL WORKS)** (hereinafter called "the Works")

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Performance Guarantee by a recognized Insurance Company for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Performance Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor up to a total of; **Kes. 15,471,000.00 (Fifteen Million, Four Hundred and Seventy-One Thousand Shillings only)** and we undertake to pay you, any sum or sums within the limits; **Kes. 15,471,000.00 (Fifteen Million, Four Hundred and Seventy-One Thousand Shillings only)** only as aforesaid.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract, or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition or modification, provided we are notified

This guarantee shall be valid until the date of issue of the Certificate of Completion

Stamped with the stamp of the Intra Africa Assurance Company Ltd.

Signature and Seal of Guarantor


Principal Officer
J.N. KAMILI
PIN No. 14021002000

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI



**MINISTRY OF SPORTS, CULTURE AND HERITAGE
STATE DEPARTMENT FOR SPORTS**

E-mail: info@kenya.gov.ke
Tel: +254 020 2251164, 2251005, 2250576
Fax: +254-020-316187
Website: www.kenya.gov.ke

Kencom Hse, Nairobi
P.O. Box 49849-00100
Nairobi, Kenya

REF: SDSD9/11/VOL 1 (82)

Date: 16th July 2020

M/s VEEVEE ENTERPRISE LTD
P.O. Box 3283-00506,
Nairobi

LETTER OF NOTIFICATION OF AWARD

SUBJECT: TENDER NO: D113/CE/KYA/1902 JOB NO. 10749A

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

Proposed Construction of Construction of Wangu'uru Stadium, Kirinyaga County
Tendered Sum: KShs.310,500,000.00 (KENYA SHILLINGS THREE HUNDRED AND TEN MILLION, FIVE HUNDRED THOUSAND ONLY)

Please acknowledge receipt of this letter of notification signifying your acceptance.

1. The contract document is in the process of preparation and to facilitate its finalization, you are now required to furnish the **Performance Security** as prescribed by section 28.1 of the Conditions of Contract
2. The contract shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. The Project Manager for these works is:

**Works Secretary,
State Department of Public Works,
P. O. Box 30743,
Nairobi.**

By copy of this letter, Works Secretary is duly appointed Project Manager, in accordance with **Section VI-Appendix to Conditions of Contract**.

You are therefore instructed to contact the Project Manager on all matters relating to these works.


**Josephine A. A. Onunga
FOR: PRINCIPAL SECRETARY**

CC: Works Secretary

**VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI**



CERTIFICATE OF PRACTICAL COMPLETION

ANNEX 8R

From: Team Leader Ref: Date: 18/12/2021	To: Works Secretary, State Department of Public Works, MOTIHUD&PW P.O. Box 30743-00100, NAIROBI.
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Detail of works		
Contract No. D113/CE/KYA/1902 Job No. 10749A	Description of the Job PROPOSED CONSTRUCTION OF WANGURU STADIUM, MWEA, KIRINYAGA COUNTY	Ministry /Agency MINISTRY OF SPORTS, CULTURE AND HERITAGE
VOTE PROV NO		
Contract Number D113/CE/KYA/1902 Job No. 10749A	Name / Address of Contractor VEE VEE ENTERPRISES LIMITED P.O. BOX 3283-00506 NAIROBI	

Completion of Building Works
Delete (a) or (b). (a) The Contracts works (b) The part of the works here listed are now complete to my satisfaction, subject to the items noted overleaf and are ready to be handed over to the Client. (c)
Date <u>18/12/2021</u> Project Architect. <u>[Signature]</u>

Completion of Structural Works	
The above works have been completed and tested to my satisfaction.	
Date <u>18/12/2021</u>	Project Civil Engineer..... <u>K. NGATHIA</u>
Date <u>18/12/2021</u>	Project Mechanical Engineer..... <u>CYRUS GITONGA</u>
Date <u>18/12/2021</u>	Project Electrical Engineer..... <u>Fractur Nangi</u>
Date <u>18/12/2021</u>	Project Structural Engineer..... <u>S. ANGWENYI</u>

Release of Retention and Surety Bond
Att: Project Quantity Surveyor The First Moiety of the Retention and the Surety Bond may now be released.
Date <u>20/12/2021</u> Project Manager <u>[Signature]</u>

CHIEF ARCHITECT
Architectural Department
Ministry Of Transport, Infrastructure,
Housing & Urban Development
P. O. Box 30743 - 00100, NAIROBI.

VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI



CERTIFICATE OF MAKING GOOD DEFECTS

From: Project Manager Ref: Date: 02/08/2022	To: Works Secretary, State Department of Public Works, MOTIHUD&PW P.O. Box 30743-00100, NAIROBI.
--	---

Detail of works					
WP ITEM NUMBER D113/CE/KYA/1902 Job No. 10749A	Description of the Job PROPOSED CONSTRUCTION OF WANGURU STADIUM, MWEA, KIRINYAGA COUNTY	Ministry /Agency MINISTRY OF SPORTS, CULTURE AND HERITAGE			
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; border-bottom: 1px solid black;">VOTE</td> <td style="width: 33%; border-bottom: 1px solid black;">PROV</td> <td style="width: 33%; border-bottom: 1px solid black;">NO</td> </tr> </table>	VOTE	PROV	NO		
VOTE	PROV	NO			
Contract Number D113/CE/KYA/1902 Job No. 10749A	Name / Address of Contractor VEE VEE ENTERPRISES LIMITED P.O. BOX 3283-00506 NAIROBI				

Certification of attendance to Defects	
a) Defects on the above works were completed by M/s Vee Vee Enterprises Limited	
on <u>03/08/2022</u>	
Date <u>03/08/2022</u>	Project Architect <u>Bernard Rutel</u>
Date <u>03/08/2022</u>	Project Civil Engineer <u>GRISPAUS NGANGA</u>
Date <u>03/08/2022</u>	Project Mechanical Engineer <u>CYRUS GITONGA</u>
Date <u>03/08/2022</u>	Project Electrical Engineer <u>Fractus Nguni</u>
Date <u>03/08/2022</u>	Project Structural Engineer <u>Henry L. Kariuki</u>
Date <u>03/08/2022</u>	Project Landscape Architect <u>Nancy Suda</u>

CHIEF ARCHITECT
Architectural Department
 Ministry Of Transport, Infrastructure,
 Housing & Urban Development
 P. O. Box 30743 - 00100, NAIROBI.

Release of Retention	
Attn: Project Quantity Surveyor and Contracts Register Office The second Moiety of the retention may now be released	
Date <u>4th August, 2022</u>	Project Manager <u>Arch. J.M. Munira</u>

Copy to: 1) Contractor 2) Client 3) Project File



[Handwritten signature]



8

R.O

REPUBLIC OF KENYA

MINISTRY OF SPORTS, CULTURE & HERITAGE

PROPOSED CONSTRUCTION OF WANG'URU STADIUM- MWEA
KIRINYAGA COUNTY

TENDER DOCUMENTS
(VOLUME 1 OF 5)
W.P ITEM NO. D113/CE/KYA/1902 JOB NO 10749A

PROJECT MANAGER
WORKS SECRETARY
M.O.T.I.P.W.H&UD
P.O. BOX 30743 - 00100
NAIROBI.

ARCHITECT
CHIEF ARCHITECT
M.O.T.I.P.W.H&UD
P.O. BOX 30743 - 00100
NAIROBI

QUANTITY SURVEYOR
CHIEF QUANTITY SURVEYOR
M.O.T.I.P.W.H&UD
P.O. BOX 30743 - 00100
NAIROBI.

ELECTRICAL ENGINEER
CHIEF ELECTRICAL
ENGINEER (BS)
M.O.T.I.P.W.H&UD
P.O. BOX 30743 - 00100
NAIROBI.

MECHANICAL ENGINEER
CHIEF MECHANICAL
ENGINEER (BS)
M.O.T.I.P.W.H&UD
P.O. BOX 30743 - 00100
NAIROBI.

STRUCTURAL ENGINEER
CHIEF ENGINEER
(STRUCTURAL)
M.O.T.I.P.W.H&UD
P.O. BOX 30743 - 00100
NAIROBI

VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

APRIL, 2020

VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

0001

FORM OF AGREEMENT

THIS AGREEMENT made the 14TH day of AUGUST 2020
between STATE DEPARTMENT of/for whose registered office is situated
at KENCOM HOUSE (hereinafter called "the Employer") of the
one part AND
VEE VEE ENTERPRISES LTD of/for whose
registered office is situated at FACTORY ROAD, LAND MAWE
(hereinafter called "the Contractor") of the other part

WHEREAS THE Employer is desirous that the Contractor executes CONSTRUCTION
OF WANGURU STADIUM
(name and identification number of Contract) (hereinafter called "the Works") located
at KIRINYAGA COUNTY [Place/location of the Works] and the Employer
has accepted the tender submitted by the Contractor for the execution and completion of
such
Works and the remedying of any defects therein for the Contract Price of
Kshs 310,500,000/- [Amount in figures], Kenya Shillings THREE
HUNDRED TEN MILLION FIVE HUNDRED [Amount in words]
THOUSAND ONLY

NOW THIS AGREEMENT WITNESSETH as follows:

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

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

0164

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

SIGN HERE

GN HERE

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

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

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said Joseph O. Kido - Principal Secretary
Binding Signature of Employer _____

Binding Signature of Contractor GADAPALLI RAMBABU LTD.

In the presence of (i) Name MARK N. WAMBUA P.O. BOX 3283 - 00506
NAIROBI

Address P.O. BOX 4644 - 00200

Signature MH 4th AUGUST, 2020.

(ii) Name GADEPALLI V. VIMAL

Address LANOMAWA - FACTORY ST. 3282-3306.

Signature [Signature] 4/08/2020

VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

PROPOSED CONSTRUCTION OF WANG'URU STADIUM- MWEA KIRINYAGA COUNTY

Prepared by
Quantities and Contracts Section
State Department of Public Works
P.O. Box 30744-00100 Nairobi

The contract for the above mentioned works entered into this day of
2020 by the undersigned Tenders to these Bills of Quantities and the Ministry of Works
General Specification dated March, 1976 together with any amendments issued thereto
shall be read and construed as part of the said contract

CONTRACTOR

THE PRINCIPAL SECRETARY
STATE DEPARTMENT FOR SPORT

Date 04/8/2020

Date 4/8/2020

SPECIAL NOTES

The Contractor is required to check the numbers of the pages of these Bills of Quantities
and should he find any missing or in duplicate or figures indistinct he must inform the
Principal Secretary, State Department of Public Works, Ngong Road, Nairobi at once and
have the same rectified.

Should the Contractor be in doubt about the precise meaning of any item or figure for any
reason whatsoever, he must inform the Principal Secretary, State Department of Public
Works, Ngong Road, Head Office in order that the correct meaning may be decided
before the date for submission of tenders.

No liability will be admitted nor claim allowed in respect of errors in the Contractor's
Tender due to mistakes in the Specifications which should have been rectified in the
manner described above.

SIGNATURE PAGE AND NOTE

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

0113

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI



**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING AND
URBAN DEVELOPMENT**

State Department for Housing and Urban Development

Telephone: +254 (02) 2713833
Fax: +254(20) 2734836
When replying please quote
Ref.No. MTIHUD/HUD/CON/6/1 VOL. V/145

OFFICE OF THE PRICIPAL SECRETARY
ARDHI HOUSE
1st NGONG AVENUE
P.O. Box 30119 - 00100
NAIROBI

3rd May, 2017

M/s Vee Vee Enterprises
P.O Box 3283 - 00506
NAIROBI

**NOTIFICATION OF INTENT TO AWARD: CONTRACT NO: MTIHUD/HUD/CSHS/06A/2016-
2017 FOR THE PROPOSED CIVIL SERVANTS HOUSING SCHEME AT MACHAKOS TOWN,
MACHAKOS COUNTY: MAIN WORKS**

Your tender dated 20th February, 2017 for the Proposed Civil Servants Housing Scheme at Machakos Town, Machakos County - (Main Works) contract No: MTIHUD/HUD/CSHS/06A/2016-2017 for contract amount of KES 706,500,000.00 (Kenya Shillings Seven Hundred and Six Million, Five Hundred Thousand only) VAT inclusive, being arithmetically corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by the government.

Please signify acceptance within fourteen (14) days from the date of this letter to enable completion of the procurement process.

You will be required to furnish the client with performance bond valued at 5% of the total sum of the tender award at the contract signing stage from a reputable institution.

The contract documents shall be signed by the parties within 28 days from the date of this letter but not earlier than 14 days.

For any clarification or further information please contact, Procurement Unit on: Tel: +254-20-2718050 Ext 64680.

Arch. Aldah N. Munano, CBS
PRINCIPAL SECRETARY

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

CERTIFICATE OF PRACTICAL COMPLETION

From: Team Leader 'II'	To: Chief Architect
Ref: D111/10056A/Vol.I/256	Ministry of Transport, Infrastructure, Housing and Urban Development,
Date: 12/08/2020	State Department for Public Works, P.O. Box 30743-00100, NAIROBI.

Details of Works		
Contract Number D111/EN/MKS/1501 JOB No. 10056A	Description of Job PROPOSED CIVIL SERVANTS HOUSING SCHEME - MACHAKOS	Ministry/Agency MINISTRY OF TRANSPORT, INFRASTRUCTURE, PUBLIC WORKS, HOUSING AND URBAN DEVELOPMENT
Name/Address of Contractor MESSRS. VEE VEE ENTERPRISES LIMITED P.O. BOX 3283-00506, NAIROBI		

Completion of Building Works	
Contract works are now complete to my satisfaction, subject to the items noted overleaf and are ready to be handed over to the Client Ministry/Department.	
Date: 12/08/2020	Arch. Nambwa Nambwa [Signature] Architect (State Department for Public Works)

Completion of Mechanical/Electrical Works	
The Mechanical/Electrical installations on the above mentioned works have been completed and tested to my satisfaction.	
Date: 12/08/2020	Eng. Jane Mwangi [Signature] Electrical Engineer
Date: 12/08/2020	K. L. [Signature] Mechanical Engineer

Completion of Structural/Civil Works	
The Structural/ Civil works on the above mentioned works have been completed to my satisfaction.	
Date: 12/08/2020	ENG. JACKSON K. MUKITI [Signature] Structural Engineer
Date: 12/08/2020	ENG. [Signature] Civil Engineer

Release of Retention and Surety Bond	
Attn: Job QS and Contracts Register Office	
The first moiety of the retention and the surety bond may now be released.	
Date: 12/08/2020	[Signature] Team Leader 'II'

Copies: M/E and S/Civil Engineers
Job QS, CRO
FPU

CHIEF ARCHITECT
Architectural Department
Ministry of Transport, Infrastructure,
Housing & Urban Development:
NAIROBI.



REPUBLIC OF KENYA

**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING,
URBAN DEVELOPMENT AND PUBLIC WORKS**

State Department for Public Works

Works House
Ngong Road, Nairobi
www.publicworks.go.ke

P.O. Box 30743-00100
Tel: +254 (0) 20 272 3101
Fax: +254 (0) 20 2737959
info@publicworks.go.ke

Ref: BD 111/10056A/Vol. II/275

Date: 24th June, 2021

✓ M/S VeeVee Enterprises Ltd.
P. O. Box 3283-00506,
NAIROBI

PROPOSED CIVIL SERVANTS HOUSING SCHEME – MACHAKOS
WP ITEM NUMBER D111/EN/MKS 1501 JOB No.10056A

CERTIFICATE OF MAKING GOOD DEFECTS

A final inspection of making good defects was carried out on Wednesday 2nd June to Friday 4th June, 2021 by the Project Management Team, Client, Contractors and the Clerk of works. All the snags as listed in the Certificate of practical completion have now been made good. In view of this, find enclosed your Certificate of making good defects.

Arch. L. I. Kibisu
For: PRINCIPAL SECRETARY

Encl.

Copy to: The Director,
Civil Servants Housing Scheme
ARDHI HOUSE

VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

CERTIFICATE OF MAKING GOOD DEFECTS

From: Team Leader II Ref: D111/10056A/ Vol.II/ 276 Date: 10/06/2021	To: Works Secretary Ministry of Transport, Infrastructure, Housing, Urban Development and Public Works, State Department for Public Works, P.O. Box 30743-00100, NAIROBI.
--	--

Details of Works		
WP Item Number D111/EN/MKS/1501 JOB NO. 10056A	Description of Job PROPOSED CIVIL SERVANTS HOUSING SCHEME, MACHAKOS	Ministry/Agency MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING, URBAN DEVELOPMENT AND PUBLIC WORKS CIVIL SERVANTS HOUSING SCHEME
Name/Address of Contractor MESSRS. VEE VEE ENTERPRISES LIMITED P.O. BOX 3283-00506, NAIROBI.		

Certification	
Defects were completed on the above works by MESSRS. VEE VEE ENTERPRISES LIMITED on 9TH JUNE 2021	
1. Defects on Builders works have been completed to my satisfaction. 10TH JUNE 2021 Date	Arch J.K. MONTIRI [Signature] Team Leader (A)
2. The Mechanical/Electrical installation on the above mentioned works have been completed and tested to my satisfaction. 10/06/2021 Date	Eng J.M. Masila [Signature] Team Leader (E)
10/06/2021 Date	Eng K. LIMO [Signature] Team Leader (M)
3. Defects on the Structural/Civil works have been completed and the works have been tested to my satisfaction. 10/06/2021 Date	Eng NGATHA KATHU [Signature] Team Leader (S/C)

Release of Retention and Surety Bond	
Attn: Project QS and Contracts Register Office The second moiety of the retention may now be released. 22/06/21 Date	
CHIEF ARCHITECT Architectural Department Ministry of Transport, Infrastructure, Housing & Urban Development [Signature] Team Leader 'II' ARCH J.K. MONTIRI (SSPA)	

Copies: M, E, S/Civil Engineers, Project QS, CRO, FPU

VEEVEE ENTERPRISES LTD.
 P. O. BOX 3283 - 00506
 NAIROBI

REPUBLIC OF KENYA



Contract between

**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING AND
URBAN DEVELOPMENT (MTIH&UD)**

**STATE DEPARTMENT FOR HOUSING AND URBAN DEVELOPMENT
(SDH&UD)**

DIRECTORATE OF HOUSING (DoH)

and

VEE VEE ENTERPRISES LIMITED

for

**PROPOSED CIVIL SERVANTS HOUSING SCHEME IN MACHAKOS TOWN,
MACHAKOS COUNTY**

Contract No. MTIHUUD/HUD/CSHS/06A/2016-2017

JULY 2017

**VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI**

REPUBLIC OF KENYA




PROPOSED CIVIL SERVANTS HOUSING SCHEME AT MACHAKOS TOWN, MACHAKOS COUNTY

Supplied as part of the Contract No. W.P ITEM NO. D111/EN/MKS 1501 JOB NO. 10056A for the Proposed Civil Servants Housing Scheme at Machakos Town, Machakos County

Prepared and issued by: -
Chief Quantity Surveyor,
Ministry of Trans. Infra. and Housing & Urban Development,
State Department of Public Works,
P O Box 30743-00100,
Ngong Road,
NAIROBI

The contract for the above-mentioned works entered into this 12th day of ~~July~~ 2017 by the undersigned refers to these Bills of Quantities and the Ministry of Public Works & Housing General Specification dated March, 1976 (together with any amendments issued thereto) shall be read and construed as part of the said contract.


VEE VEE ENTERPRISES LIMITED
BUILDING & CIVIL CONTRACTORS
P. O. Box 3283, Nyayo Stadium
THE CONTRACTOR NAIROBI


Principal Secretary,
State Department of Housing
& Urban Development

Date: 12/07/17

Date: 12/02/17

SIGNATURE PAGE

(ii)

VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

FORM OF AGREEMENT

THIS AGREEMENT, made the 12th day of July 2017
between N.T.I.H.U.D-STATE DEPARTMENT FOR HOUSING AND URBAN DEVELOPMENT
of (or whose registered office is situated at) ARDHI HOUSE, 1st NGONG AVENUE, NAIROBI, KENYA.
(hereinafter called "the Employer") of the one part AND
VEE VEE ENTERPRISE LIMITED OF P.O. BOX 3283 - 00506 NAIROBI
of (or whose registered office is situated at) FAIRWAY STREET - NAIROBI
(hereinafter called "the Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes
CIVIL SERVANTS HOUSING PROJECT NO. MTHUD/HUD/CSHS/06A/2016-2017
(name and identification number of Contract) (hereinafter called "the Works") located
at MURUKUS TOWN [Place/location of the Works] and the Employer has
accepted the tender submitted by the Contractor for the execution and completion of such
Works and the remedying of any defects therein for the Contract Price of
Kshs 706 500 000 [Amount in figures], Kenya
Shillings SEVEN HUNDRED AND SIX MILLION [Amount in words].
AND FIVE HUNDRED THOUSAND ONLY
NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

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

FOR AND ON BEHALF OF THE EMPLOYER

Name: ARCH. AIDA N. MUNANO, C.B.

Title: Principal SECRETARY

Binding Signature: [Signature]

Date: 12/07/17

Witnessed by

Name: PATRICK M. BUCHA

Address: P.O. Box 30119 - 00100 NAIROBI

Signature: [Signature]

Date: 12/07/17

FOR AND ON BEHALF OF THE CONTRACTOR

Name of Contractor: VEE VEE ENTERPRISES LTD

Full name of Contractor's authorized representative: G. B. RAM

Title: MANAGING DIRECTOR

Binding Signature: VEE VEE ENTERPRISES LIMITED
BUILDING & CIVIL CONTRACTORS

P.O. Box 3283, Nyayo Stadium
NAIROBI.

Date: 12/07/17

Witnessed by

Name: G. PADMAVATHY

Address: 3283 - 00506, NBI

Signature: [Signature]

Date: 12/07/17

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

ITEM	DESCRIPTION	FOR	FOR
		CONTRACTOR'S USE	OFFICIAL USE
	GRAND SUMMARY	Kshs	Kshs
A	Particular preliminaries from page PP/12	22,379,000/-	
B	General preliminaries from page GP/10	4,591,451/97	
C	Two Number 2-cluster 5-storey blocks from page 2C/22	75,751,373/37	75,759,473-03
D	Four Number 4-cluster 5-storey blocks from page 4C/22	330,134,827/60	
E	Fencing from page F/1	4,520,176/-	
F	Boundary Wall from page PW/3	5,651,920/-	
G	Gate house from page GH/12	4,712,511/07	
J	Provisional sums from page PS/1	37,000,000/-	
K	Prime cost sums from page PC/1	226,000,000/-	
	Subtotal	—	
	Less	—	
	Contractors credit for value of salvaged materials	—	
	TOTAL CARRIED TO FORM OF TENDER	706,500,000/-	706,508,099-7

Amount in words: Kenya

SEVEN HUNDRED & SIX MILLION
FIVE HUNDRED THOUSAND ONLY

Tenderer's Name: VEE VEE ENTERPRISES LTD.
Address: VEE VEE ENTERPRISES LIMITED
BUILDING & CIVIL CONTRACTORS
P. O. Box 3283, Nyayo Stadium
Signature: [Signature]
NAIROBI.
Rubberstamp:

Date: 18/2/2017
Witness: BENEDICT MUKISU
Signature: [Signature]
Date: 25/2/17

Civil Servants Housing Scheme

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

VEE VEE ENTERPRISES
BUILDING & CIVIL CONT.
P. O. Box 3283, Nyayo Stadium
NAIROBI.

Machaki



SOUTH EASTERN KENYA UNIVERSITY

P.O. BOX 170-90200,
KITUI, KENYA
Website: www.seku.ac.ke

TEL : 0716962771/0723505999 (KITUI)
0736116989 (KITUI)
Email: vc@seku.ac.ke

OFFICE OF THE VICE-CHANCELLOR

Ref: SEKU/VC/PROC/48.VOL.1/57

Date: 24th February 2017

THE MANAGING DIRECTOR
VEE VEE ENTERPRISES
P.O.BOX 3283-00506
NAIROBI

Dear Sir/Madam,

RE: NOTIFICATION OF AWARD. TENDER NO: SEKU/PROC/ONT/032/2016/2017
PROPOSED CONSTRUCTION OF COLLEGE OF HUMANITIES IN SEKU MAIN
CAMPUS

This is to notify you that the above tender has been awarded to you at a tender sum of KES. 423,000,000.00 (Four Hundred and Twenty Three Million Shillings Only)

Please note the following:-

1. The contract shall be signed by both parties within 14 (Fourteen) days but not earlier than 7 (Seven) days from the date of this letter.
2. Furnish us with your acceptance letter in writing indicating your bank details also.

Please acknowledge receipt of this letter of offer by signing a copy of this letter and put your company stamp seal and return the same to the undersigned.

I G. B. RAM
VEE VEE ENTERPRISES LIMITED
BUILDING & CIVIL CONTRACTORS
P.O. Box 3283, Nyayo Stadium
NAIROBI.

P.O. BOX

Signature

on behalf of the company

(Name of company), of

, acknowledge receipt of this offer.

Date

Yours faithfully,

PROF. GEOFFREY M. MULUVI, Ph.D
VICE-CHANCELLOR

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI



AAK | PROMOTING EXCELLENCE
IN THE BUILT ENVIRONMENT

THE ARCHITECTURAL ASSOCIATION OF KENYA

Incorporating Architects, Quantity Surveyors, Town Planners, Engineers, Landscape Architects,
Environmental Design Consultants and Construction Project Managers

CERTIFICATE OF MAKING GOOD DEFECTS

Job No. SEA/11/11/2017/012/2016/1017
Job Name Proposed College of Humanities & Social Sciences
Employer's Name South Eastern Kenya University
Address P.O. Box 170-90000 Kisumu
Contractor's Name VEE VEE ENTERPRISES LTD
Address P.O. Box 3283 - 00506 Nairobi

Serial No. 7278
Issue date 8th September 2021
Contract date 17th April 2017
Contract period _____
Contract sum KES 442,749,411.00

In accordance with clauses 41.9/42.2 of the standard Form of contract, I/we certify that all the outstanding works and all defects, shrinkages and other faults which appear during the defects liability periods

The Works/Section of Works, namely, Proposed College of Humanities & Social Sciences

Have been made good to my/our satisfaction and completed on: 8th September 2021

I/we declare that the last moiety of retention moneys deducted under previous certificates and any other balances due in respect of the said Works/section of Works thereof be released.

Name of Architect Arch David K. Kanja

41051 3295

BORAQS
Registration No.

AAK
Membership No.



This certificate does not absolve the contractor from any other financial/contractual obligations.

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROPOSED COLLEGE OF HUMANITIES AND SOCIAL SCIENCES FOR SOUTH EASTERN UNIVERSITY
OF KENYA (SEKU), KITUI

CONTRACT NO. SEKU/PROC/ONT/RFP/019/2016-2017

<u>EMPLOYER</u>	<u>ARCHITECT</u>	<u>CONTRACTOR</u>
South Eastern University of Kenya P.O. Box 170-90200 KITUI	Dama Services Ltd. P.O. Box 9656-00100 NAIROBI	Vee Vee Enterprises Limited P.O. Box 3283-00506 NAIROBI
Work Completed	:	College of Humanities and Social Sciences.
Original Contract Sum	:	Kshs. 423,000,000.00
Revised Contract Sum	:	Kshs. 442, 349,411.00
Commencement Date	:	12 th April 2017
Date of Substantial Completion	:	08 th March 2021
Date of Physical Completion	:	31 th March 2021
<u>End of Defects Liability Period</u>		
(Builders Works)	:	8 th September 2021 (6 Months)
(Civil Works)	:	31 th March 2022 (12 Months)

CERTIFICATION

It is hereby affirmed to the best of our knowledge, based on inspections, observations and testing of the project as at 07th March 2021, that this project is substantially complete and operable by the client and end user. The Building, as envisioned in the contract is satisfactorily complete and therefore, we recommend the project be partially handed over to the Client for operation starting from 08th March 2021.

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However, the following items are pending and ongoing:

1. Fixing of main entrance doors
2. Installation of White boards on all required rooms.
3. Installation of Kitchen equipment.
4. External works which include; gate and fencing, storm water reticulation, underground water tank chambers and landscaping.

Project Manager

Signature

Date

Arch. David K. Kanja

Managing Director,

Dama Services Ltd,

P.O. Box 9656-00100, Nairobi.

Main Contractor

Signature

Date

Mr. Ram Gadapanli

Vee Vee Enterprises Limited

P.O. Box 3283-00506, Nairobi.

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**CONTRACT FOR PROPOSED CONSTRUCTION OF
COLLEGE OF HUMANITIES FOR SOUTH EASTERN
KENYA UNIVERSITY – MAIN CAMPUS**

BETWEEN

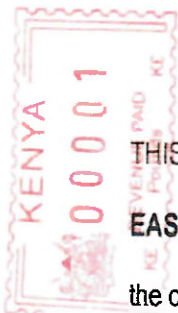
**SOUTH EASTERN KENYA UNIVERSITY OF P.O BOX
170-90300 KITUI, KENYA**

AND

**VEE VEE ENTERPRISES LIMITED OF P.O BOX 3283-
00506 NAIROBI, KENYA**

TENDER NO: SEKU/PROC/ONT/033/2016/2017

**VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI**



FORM OF AGREEMENT

THIS AGREEMENT, made the 16TH day of MARCH 2017 between, **SOUTH EASTERN KENYA UNIVERSITY** of P.O. Box 170-90200, Kitui, Kenya (herein after called the Employer) of the one part

AND

VEE VEE ENTERPRISES LIMITED of P.O BOX 3283-00506 NAIROBI herein after called (the Contractor) of the other part.

WHEREAS The Employer is desirous the Contractor executes **CONSTRUCTION AND COMPLETION OF COLLEGE OF HUMANITIES BLOCK INCLUSIVE OF BUILDERS WORKS, EXTERNAL WORKS, ELECTRICAL AND PLUMBING WORKS AT SEKU, (MAIN CAMPUS) KITUI COUNTY** [Herein after called "the works"] and execution and completion of such Works and the remedying of any defects therein for the Contract price of **Kshs 423,000,000.00** (Kenya Shillings Four hundred and twenty three million only)

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 herein after referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement as stated in Section 135 (6) of PPADA 2015
 - a. Contract Agreement Form
 - b. Tender Form
 - c. Priced Bills of quantities and Drawings
 - d. Schedule of requirements
 - e. Technical Specifications
 - f. General Conditions of Contract
 - g. Special Conditions of Contract
 - h. Notification of Award
 - i. Contractors Tender document
 - j. Letter of acceptance

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

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

Signed sealed, and delivered by the said
VICE CHANCELLOR, SOUTH EASTERN KENYA UNIVERSITY


Binding Signature of Employer



Date: 16/3/2017

In the presence of i) Name: Prof. Francis N. Wachira

Address: _____

Signature: 

Date: _____


Binding Signature of Contractor

Date: 16/3/2017

In the presence of i) Name: G. PADMAVATHY

Address: P.O. Box: 3283 - 00506, NBS

Signature: Padmavathy

Date: 16/3/2017

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CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. Definitions

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

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

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

"Contract Implementation Team" Means a team appointed by the Employer to manage complex and specialized procurement contracts as set out in section 151 of PPADA 2015

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

"The Contract" means the agreement entered into between the Employer and the Contractor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein to execute, complete, and maintain the Works,

"The Contractor" refers to the person or corporate body who's tender to carry out the Works has been accepted by the Employer.

"The Contractor's Tender" is the completed tendering document submitted by the Contractor to the Employer.

"The Contract Price" is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. This shall have the same meaning as "Contract Sum".

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

"A Defect" is any part of the Works not completed in accordance with the Contract.

"The Defects Liability Certificate" is the certificate issued by Project Architect upon correction of defects by the Contractor.

"The Defects Liability Period" is the period named in the Contract Data and calculated from the Completion Date.

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

"Day works" are Work inputs subject to payment on a time basis for labour and the associated materials and plant.

"Employer" or the **"Procuring entity"** as defined in the Public Procurement Regulations is the party who employs the Contractor to carry out the Works.

"Equipment" is the Contractor's machinery and vehicles brought temporarily to the Site for the execution of the Works.

"Evaluation Committee" Means an evaluation committee appointed by the Employer as set out in section 46 (1) and (7) of PPADA 2015

"The Intended Completion Date" is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date may be revised only by the Project Architect by issuing an extension of time or an acceleration order. This shall have the same meaning as "Original Completion Period".

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

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

"Project Architect" is the person named in the Appendix to Conditions of Contract (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Architect who is responsible for supervising the execution of the Works and administering the Contract and shall be an "Architect" or a "Quantity Surveyor" registered under the Architects and Quantity Surveyors Act Cap 525 or an "Engineer" registered under Engineers Registration Act Cap 530.

"Site" is the area defined as such in the Appendix to Condition of Contract.

"Site Investigation Reports" are those reports that may be included in the tendering documents which are factual and interpretative about the surface and subsurface conditions at the Site.

"Specifications" means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Architect.

"Start Date" is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with the Site possession date(s). This shall have the same meaning as "Commencement Date".

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

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

"A Variation" is an instruction given by the Employer which varies the price, completion date or statement of requirements of a contract.

"The Works" are what the Contract requires the Contractor to construct, install, and turnover to the Employer, as defined in the Appendix to Conditions of Contract. This shall comprise of Building works, Civil works, Electrical and Mechanical Installation works and specialized works of waterproofing and curtain walling.

"The Project Manager" wherever applicable shall be deemed to mean the Project Architect as shall be herein referred to in the general preliminaries section.

"Management meetings" shall have the same meaning as Site Meetings.

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Architect will provide instructions clarifying queries about these Conditions of Contract.
- 2.2 If sectional completion is specified in the Appendix to Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date apply to any section of the Works (other than references to the Intended Completion Date for the whole of the Works).
- 2.3 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority as set in section 135 of PPADA 2015.
- (a) Contract Agreement Form
 - (b) Tender Form
 - (c) Priced Bills of quantities and Drawings
 - (d) Schedule of requirements

- (e) Technical Specifications
- (f) General Conditions of Contract
- (g) Special Conditions of Contract
- (h) Notification of Award
- (i) Contractors Tender document
- (j) Letter of acceptance
- (k) Any other documents listed in the Appendix to Conditions of Contract as forming part of the Contract.

Immediately after the execution of the Contract, the Project Architect shall furnish both the Employer and the Contractor with two copies each of all the Contract documents. Further, as and when necessary the Project Architect shall furnish the Contractor [always with a copy to the Employer] with three [3] copies of such further drawings or details or descriptive schedules as are reasonably necessary either to explain or amplify the Contract drawings or to enable the Contractor to carry out and complete the Works in accordance with these Conditions.

3. Language and Law

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

4. Project Architect's Decisions

Except where otherwise specifically stated, the Project Architect will decide technical matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

The Project Architect may delegate any of his duties and responsibilities to other members of the consortium after notifying the Contractor however the Architect shall be responsible towards the Employer for obligations of delegating.

6. Communications

Communication between parties shall be effective only when in writing. A notice shall be effective only when it is delivered by recorded delivery to the registered office or sent by registered mail.

7. Sub-contracting

The Contractor may subcontract part of the tender as stated in section 149 (1) and (2) of PPADA 2015, with the recommendation of the Architect, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

8. Other Contractors

The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities etc. as listed in the Appendix to Conditions of Contract and also with the Employer, as per the directions of the Project Architect. The Contractor shall also provide facilities and services for them. The Employer may modify the said List of Other Contractors etc., and shall notify the Contractor of any such modification.

9. Personnel

The Contractor shall employ the key personnel named in the Qualification Information, to carry out the functions stated in the said Information or other personnel approved by the Project Architect.

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

10. Works

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

11. Safety and Temporary Works

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

11.2 The Project Architect's approval shall not alter the Contractor's responsibility for design of the Temporary works and all drawings prepared by the Contractor for the execution of the

temporary or permanent Works, shall be subject to prior approval by the Project Architect before they can be used.

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

12. Discoveries

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

13. Work Program

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

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

14. Possession of Site

The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Appendix to Conditions of Contract, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event by way of time extension with no financial implications.

15. Access to Site

The Contractor shall allow the Project Architect, The Contract Implementation Team and any other person authorized by the Employer, 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.

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16. Instructions

- 16.1 The Contractor shall carry out all instructions of the Project Architect which are in accordance with the Contract.
- 16.2 If within seven days after receipt of a written notice from the Project Architect requiring compliance with Project Architect's instructions the Contractor does not comply therewith, the Employer may employ and pay other persons to execute any work whatsoever which may be necessary to give effect to such instructions and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by the Project Architect from any moneys due or to become due to the Contractor under this Contract.

17. Extension or Acceleration of Completion Date

- 17.1 The Project Architect shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Work, which would cause the Contractor to incur additional cost. The Project Architect shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Architect in writing for a decision upon the effect of a Compensation Event or variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay caused by such failure shall not be considered in assessing the new (extended) Completion Date.
- 17.2 No bonus for early completion of the Works shall be paid to the Contractor by the Employer.

18. Management Meetings

A Contract management meeting shall be held monthly and attended by the Project Architect, Contractor and the contract implementation team as set out in section 151 of PPADA 2015. Its business shall be to review the plans for the remaining Work and to deal with matters raised in accordance with the early warning procedure. The Project Architect shall record the minutes of management meetings and provide copies of the same to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Architect either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

19. Early Warning

- 19.1 The Contractor shall warn the Project Architect 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 Architect may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 19.2 The Contractor shall cooperate with the Project Architect in making and considering proposals on how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the Work and in carrying out any resulting instructions of the Project Architect.

20. Defects

- 20.1 The Project Architect shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Project Architect may instruct the Contractor to search for a defect and to uncover and test any Work that the Project Architect considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 20.2 The Project Architect shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- 20.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Project Architect's notice. If the Contractor has not corrected a defect within the time specified in the Project Architect's notice, the Project Architect will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

21. Bills Of Quantities

- 21.1 The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rate in the Bills of Quantities for each item.

- 21.2 If the final quantity of the Work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent and provided the change exceeds 1 percent of the Initial Contract price, the Employer shall adjust the rate to allow for the change.
- 21.3 If requested by the Project Architect, the Contractor shall provide the Project Architect with a detailed cost breakdown of any rate in the Bills of Quantities.

22. Variations

- 22.1 All variations shall be included in updated programs produced by the Contractor.
- 22.2 An amendment or a variation to a contract is effective if :
- (a) The variation or amendment has been approved in writing by respective tender awarding authority within a procuring entity.
 - (b) Any contract variations or amendments for goods, works and services shall be as prescribed
- 22.3 The Employer on recommendation of an evaluation committee as set out in section 139(2) of the Act 2015 may approve the request for the following, which shall be accompanied by a certificate from the tenderer making justification
- (a) Extension of contract period. Where delivery is delayed shall not have a financial implication.
 - (b) Use of prime costs
 - (c) Use of contingencies
 - (d) Reimbursable costs and
 - (e) Use of provisional sums
- 22.4 Variations shall only be considered upwards after twelve months as set out in Section 139 (4) of the PPADA 2015.
- (a) The price variation will be based on the prevailing consumer price index obtained from Kenya National Bureau of Statistics or the monthly inflation rate issued by Central Bank of Kenya
 - (b) The quantity Variation for goods and services does not exceed fifteen per cent of the original contract price.
 - (c) The quantity variation of works does not exceed twenty per cent of the original contract quantity.
 - (d) The price or quantity variation is to be executed within the period of the contract.

- (e) The cumulative value of all contract variations do not result in an increment of the total contract price by more than twenty-five per cent of the original contract price.
- (f) The Contractor shall provide the Employer with a quotation for carrying out the variations when requested to do so. The quotation will be considered by the evaluation committee or Contract Implementation Team. The quotation will be assessed within seven days of the request or within any longer period and recommend to the Accounting Officer who will in turn write to the the Project Architect to communicate the decision to the Contractor.
- (g) If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Contract Implementation team or evaluation committee, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- (h) If the Contractor's quotation is unreasonable, the Employer may order the variation and make a change to the Contract price, which shall be based on the Contract Implementation team or evaluation committee own forecast of the effects of the variation on the Contractor's costs.
- (i) If the Employer 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.
- (j) The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- (k) When the Program is updated, the Contractor shall provide the Employer with an updated cash flow forecast.

23. Payment Certificates, Currency of Payments and Advance Payments

- 23.1 The Contractor shall submit to the Employer through the Project Architect monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Architect shall check the monthly application and certify the amount to be paid to the

Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Architect.

Interim Payment for materials on site shall not exceed 50% of the value of materials deposited as certified by the Project Architect and Contract Implementation Team.

- 23.2 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed; materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Employers instructions except for use upon the Works.
- 23.3 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Architect within 90 days of the date of issue of each certificate. If the Employer makes a late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue. Interest on delayed payment **SHALL NOT** be paid by the employer for any such delay occurring between 15th June and 15th August of any year due to Government financial system.
- 23.1 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest on the increased amount shall be calculated from the date when the later certificate was due for payment.
- 23.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 23.3 The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, Or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the PROJECT ARCHITECT shall be notified promptly by the Contractor of an changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.

23.4 ADVANCE PAYMENT SHALL NOT be granted

24. Compensation Events

24.1 The following issues shall constitute Compensation Events.

- (a) The Employer does not give access to a part of the Site by the start date stated in the Appendix to Conditions of Contract.
- (b) The Employer modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.
- (c) The Project Architect orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.
- (d) The Project Architect instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.
- (e) The Employer unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site investigation reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Architect gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
- (i) The effects on the Contractor of any of the Employer's risks.
- (j) The Project Architect unreasonably delays issuing a Certificate of Completion.
- (k) Other compensation events described in the Contract or determined by the Project Architect shall apply.

24.2 If a compensation event would cause additional cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased

and/or the Intended Completion Date shall be extended. The Project Architect 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 and make recommendations to the Employer.

- 24.3 As soon as information demonstrating the effect of each compensation event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Architect and the evaluation committee, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on the Project Architect's and evaluation committee forecast. The Project Architect will assume that the Contractor will react competently and promptly to the event.
- 24.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having co-operated with the Project Architect.
- 24.5 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Appendix to Conditions of Contract.
- 24.6 The Contractor shall give written notice to the Project Architect of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter. Provided always that should the event giving rise to the claim of continuing effect, the Contractor shall submit an interim claim within the said thirty days and a final claim within thirty days of the end of the event giving rise to the claim.

25. Price Adjustment

- 25.1 The Employer shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.
- 25.2 The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provisions in the Contract Bills of Quantities or Specifications) for permanent incorporation in the Works. Unless otherwise stated in the Contract, if at any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Project Implementation Team shall assess the net difference in the cost of such materials. Any amount from time to time so assessed shall be added to or deducted from the Contract Price, as the case may be.

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

- (i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
- (ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Architect based upon the difference, expressed as a percentage, between the rate set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.
- (iii) No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

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

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

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

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

26. Retention

The Employer shall retain from each payment due to the Contractor the proportion stated in the Appendix to Conditions of Contract until Completion of the whole of the Works. On Completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the remaining half when the Defects Liability Period has passed and the Project Architect has certified that all defects notified to the Contractor before the end of this period have been corrected.

27. Liquidated Damages

27.1 The Contractor shall pay liquidated damages to the Employer at the rate stated in the Appendix to Conditions of Contract for each day that the actual Completion Date is later than the Intended Completion Date. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not alter the Contractor's liabilities.

27.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Architect shall correct any overpayment of liquidated damages by issuing a certificate for the Employer to reimburse. Liquidated damages levied but waived at a later date will not attract any interest.

28. Securities

The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a reputable bank acceptable to the Employer, and denominated in Kenya Shillings. The Performance Security shall be valid until a date 60 days beyond the date of issue of the Certificate of Completion. The Performance Security shall be provided within 7 days of Contract Award and before taking site possession or commencement of the works. Failure to provide and maintain the Security as stated shall lead to Contract Termination and the Employer shall proceed to award the Contract to another Tenderer.

29. Dayworks

29.1 If applicable, the Dayworks rates in the Contractor's tender shall be used for small additional amounts of Work only when the Project Architect has given written instructions in advance for additional work to be paid for in that way.

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

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

30. Liability and Insurance

30.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer's risks:

- (a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to:
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
 - (ii) Negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.

30.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer's risk except loss or damage due to;

- (a) A defect which existed on or before the Completion Date.
- (b) an event occurring before the Completion Date, which was not itself the Employer's risk
- (c) The activities of the Contractor on the Site after the Completion Date.

30.3 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risk are Contractor's risks.

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Appendix to Conditions of Contract for the following events;

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment,
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and
- (d) Personal injury or death.

30.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Architect for the Project Architect's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.

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

30.6 Alterations to the terms of insurance shall not be made without the approval of the Project Architect. Both parties shall comply with any conditions of insurance policies.

31. Completion and Taking Over

Upon deciding that the Works are complete, the Contractor shall issue a written request to the Project Architect to issue a Certificate of Completion of the Works. The Employer shall take over the Site and the Works within seven [7] days of the Project Architect by issuing a Certificate of Completion. The Employer shall close out a procurement contract immediately after completion as set out in section 154 (b) of PPADA 2015.

32. Final Account

The Contractor shall issue the Project Architect with a detailed account of the total amount that the Contractor considers payable to him by the Employer under the Contract before the end of the Defects Liability Period. The Project Architect shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Architect shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Project Architect shall decide on the amount payable to the Contractor and issue a Payment Certificate to the Employer. The Employer shall pay the Contractor the amount due in the Final Certificate within 90 days.

33. Termination

Upon the request of the procurement management unit, the accounting officer of a procuring entity may approve the request for termination of contract as set out in Section 153 (1) and (2) of PPADA 2015.

- 33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;
- (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Project Architect;
 - (b) the Project Architect instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
 - (c) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (d) the Project Architect 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 Architect;
 - (e) The Contractor does not maintain a security, which is required.
 - (f) The Contractor without reasonable cause suspends the carrying out of the works before completion thereof for a period exceeding 14 days.
 - (g) The contractor fails to proceed regularly and diligently with the Works
 - (h) The Contractor fails to commence the works within 30 days of the date for commencement.
 - (i) If despite previous notices from the Project Architect in Writing he persistently of flagrantly neglects to comply with any of his obligations under the contract.
 - (j) False information is discovered to have been used in the Tender documents.

33.1.1 The Project Architect may give the Contractor a notice by registered post or recorded delivery specifying the breach of contract, and if the Contractor either shall continue such breach for 14 days after receipt of such notice or shall continue at any time thereafter such breach then the Employer may after expiry of the 14 days' notice by registered post or recorded delivery forthwith terminate the Contract.

33.2 When either party to the Contract gives notice of a breach of Contract to the Project Architect for a cause other than those listed under Clause 33.1 above, the Project Architect shall decide whether the breach is fundamental or not.

33.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

33.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Architect shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

34. Payment Upon Termination

34.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Architect shall issue a certificate for the value of the Work done and materials ordered and delivered to Site up to the date of the issue of the certificate. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor.

34.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Architect shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works.

34.3 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on the Site, plant, equipment and temporary works.

34.4 The Contractor shall, during the execution or after the completion of the Works under this clause remove from the Site as and when required, within such reasonable time as the Project Architect may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to or hired by him, and in default the Employer may (without being responsible for any loss or damage) remove and sell any such

property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

Until after completion of the Works under this clause the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Project Architect shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

35. Release from Performance

If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Contract Implementation Team shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop Work as quickly as possible after receiving this certificate and shall be paid for all Work carried out before receiving it.

36. Corrupt Gifts and Payments of Commission

The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer or for showing or forbearing to show favour or disfavor to any person in relation to this or any other contract for the Employer.
- (b) Enter into this or any other contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement Regulations issued under The Exchequer and Audit Act Cap 412 of the Laws of Kenya.

37. Settlement of Disputes

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

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

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

37.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Architect, or the withholding by the Project Architect of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

37.3 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

37.4 Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably with or without the assistance of third parties. Proof of such attempt shall be required.

37.5 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:

37.5.1 The appointment of a replacement Project Architect upon the said person ceasing to act.

37.5.2 Whether or not the issue of an instruction by the Project Architect is empowered by these Conditions

37.5.3 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.

37.5.4 Any dispute or difference arising in respect of war risks or war damage.

37.6 All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.

37.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as May in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

37.8 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

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

38. Alternative Dispute Resolution

38.1 In pursuant to clause 37 of these conditions of contract, it shall be a condition that no dispute shall be referred to arbitration unless and until the matter has been dealt with through **ALTERNATIVE DISPUTE RESOLUTION (ADR)** mechanism.

38.2 The person or persons to conduct the Alternative Dispute Resolution shall be agreed upon between parties.

38.3 The Alternative Dispute Resolution methods shall involve Reconciliation, Mediation and or Adjudication.

APPENDIX TO CONDITIONS OF CONTRACT

The following are the insertions to be made in the appendix to the Contract Agreement:

The Employer is :-

Name: SOUTH EASTERN KENYA UNIVERSITY
Address: P.O. BOX 170 -90200,
KITUI

Name of Authorized Representative: THE VICE CHANCELLOR

Telephone: - 0736116989

The Project Architect is :-

Name: DAMA SERVICES LTD
Address: P.O. Box 9656 -00100
NAIROBI

- (b) The name (and identification number) of the Contract is SOUTH EASTERN KENYA UNIVERSITY, COLLEGE OF HUMANITIES KITUI COUNTY
- (c) The Site possession date shall be within TWO WEEKS FOLLOWING SIGNING OF THE CONTRACT.
- (d) The Start date shall be TWO WEEKS FOLLOWING SITE POSSESSION
- (e) The Intended Completion Date for the whole of the Works shall be 24 MONTHS FROM DATE OF POSSESSION.
- (f) The following documents also form part of the Contract: AS LISTED IN CLAUSE 2.3 OF CONDITIONS OF CONTRACT.
- (g) The Contractor shall submit a program for the Works within TWENTY ONE (21) days of delivery of the Letter of Acceptance.
- (h) 3.9 The Defects Liability period is SIX (6) CALENDER MONTHS for builder's works and 12 months for civil works
- (i) 3.10 Bid Security: AMOUNT SHALL BE 10% AS PROVIDED IN THE ADVERTISEMENT BID TO BE VALID FOR 150 DAYS FROM DATE OF OPENING OF TENDER

(j) The minimum insurance covers shall be:

(Note: The Contractor shall before the commencement of the works, procure insurances in the joint names of the Employer and the Contractor against loss and damage by fire, earthquake, fire following earthquake, lightning, explosion, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion for the full value thereof (plus 12% to cover professional fees. The insurances shall cover all work executed and all unfixed materials and goods delivered to, placed on or adjacent to the Works and intended therefor but excluding temporary buildings and equipment owned or hired by the Contractor or any sub-contractor. He shall keep such work, materials and goods so insured until practical completion of the Works. The insurance shall cover the cost and expense of removing debris of the property insured, destroyed and damaged by any peril insure)

(k) The minimum cover for insurance of the Works and of Plant and Materials in respect of clause 30.3 shall be THE ENTIRE CONTRACT SUM

(l) The minimum cover for loss or damage to Equipment is; Kshs. NIL

(m) The minimum for insurance of other property is; Kshs. 10,000,000

(n) The minimum cover for personal injury or death insurance

a. For the Contractor's employees is; AS PER THE LAWS APPLICABLE

b. Third Party (Public liability) for an indemnity of not less than Kshs 30,000,000 for any one accident or series of accidents arising from the same event (unlimited in aggregate). Should the Contractor already hold annual insurances covering the whole of his activities, and the indemnity required under this Contract exceeds the indemnity under the existing policy/ies, then further insurance shall be effected and maintained to cover such excess.


38.4 The Contractor shall ensure that all sub-contractors effect and maintain such insurances as are necessary to cover their liabilities in respect of injury to persons and property and Workmen's Compensation.

39 The following events shall also be Compensation Events:

1. NONE (only as listed in clause 24 of the conditions of contract)

(a) The period between Program updates is 21days.

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- (b) The amount to be withheld for late submission of an updated Program is the 50% of the amount due to the Contractor in subsequent certificates until the default is rectified.
- (c) The proportion of payments retained is Ten (10%) Percent.
- (d) The Price Adjustment Clause 25 (shall) not apply except for sub-clause 25.1
- (e) The liquidated damages for the whole of the Works are Kshs. 2,115,000 (Per week or part thereof).
- (f) Period of Final Measurement 6 Months from Practical Completion
- (g) Period of Interim Certificates Monthly
- (h) Period of Honouring Certificates 90 days
- (i) Percentage of Certified Value Retained 10%
- (j) Limit of Retention Fund 5%
- (k) The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price Ten (10%) Percent.
- (l) The rate of exchange for calculation of foreign currency payments is Kshs. --- PREVAILING CENTRAL BANK OF KENYA RATES ON DATE OF RECEIPT OF TENDER.
- (m) Clause 22: All variations shall not exceed 25% of the Contract Sum.
- (n) All prices are deemed to be inclusive of 16% VAT.
- (o) The Bidder should submit ONE (1) ORIGINAL and ONE (1) COPY of the Bills of Quantities

LIST OF DRAWINGS

ARCHITECTURAL DRAWINGS

1. DSL - ARCH - SEKU - 12 - 01 ; Drawing No. 01 _Site plan
2. DSL - ARCH - SEKU - 12 - 02 ; Drawing No. 02 _Ground Floor plan
3. DSL - ARCH - SEKU - 12 - 03 ; Drawing No. 03 _ First Floor plan
4. DSL - ARCH - SEKU - 12 - 04 ; Drawing No. 04 _ Second Floor plan
5. DSL - ARCH - SEKU - 12 - 05 ; Drawing No. 05 _ Third Floor plan
6. DSL - ARCH - SEKU - 12 - 06 ; Drawing No. 06 _Roof plan

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7. DSL – ARCH – SEKU – 12 - 07 ; Drawing No. 07 _Elevations
8. DSL – ARCH – SEKU – 12 - 08 ; Drawing No. 08 _Elevations
9. DSL – ARCH – SEKU – 12 - 09 ; Drawing No. 09 _Sections and details
10. DSL – ARCH – SEKU – 12 - 10 ; Drawing No. 10 _Window Schedules
11. DSL – ARCH – SEKU – 12 - 11 ; Drawing No. 11 _Window (Curtain Wall Detail)
12. DSL – ARCH – SEKU – 12 - 12 ; Drawing No. 12 _Door Schedules
13. DSL – ARCH – SEKU – 12 - 13 ; Drawing No. 13 _Generator House
14. DSL – ARCH – SEKU – 12 - 14 ; Drawing No. 14 _Reception
15. DSL – ARCH – SEKU – 12 - 15 ; Drawing No. 15 _Kitchen Details

STRUCTURAL DRAWINGS

16. Job No. INT/70/16/SU; Drawing No. 70/01 _Foundation/Ground Slab Layout
17. Job No. INT/70/16/SU; Drawing No. 70/02 _1ST Floor Beam Layout
18. Job No. INT/70/16/SU; Drawing No. 70/03 _1ST Floor Slab R.C Details
19. Job No. INT/70/16/SU; Drawing No. 70/04 _2ND Floor Beam Layout
20. Job No. INT/70/16/SU; Drawing No. 70/05 _2ND Floor
21. DSL – ARCH – SEKU – 12 - 15 ; Drawing No. 15 _Kitchen Details

STRUCTURAL DRAWINGS

22. Job No. INT/70/16/SU; Drawing No. 70/01 _Foundation/Ground Slab Layout
23. Job No. INT/70/16/SU; Drawing No. 70/02 _1ST Floor Beam Layout
24. Job No. INT/70/16/SU; Drawing No. 70/03 _1ST Floor Slab R.C Details
25. Job No. INT/70/16/SU; Drawing No. 70/04 _2ND Floor Beam Layout
26. Job No. INT/70/16/SU; Drawing No. 70/05 _2ND Floor Slab R C Details
27. Job No. INT/70/16/SU; Drawing No. 70/06 _3RD Floor Beam Layout
28. Job No. INT/70/16/SU; Drawing No. 70/07 _3RD Floor Slab R.C Details
29. Job No. INT/70/16/SU; Drawing No. 70/08 _Roof Floor Layout
30. Job No. INT/70/16/SU; Drawing No. 70/09 _Foundation, Ramp & Staircase R.C Section Details
31. Job No. INT/70/16/SU; Drawing No. 70/10 _Column-Bases R.C Elevation (SHEET 01)
32. Job No. INT/70/16/SU; Drawing No. 70/11 _Column-Bases R.C Elevation (SHEET 02)
33. Job No. INT/70/16/SU; Drawing No. 70/12 _Column R.C Elevation (SHEET 01)
34. Job No. INT/70/16/SU; Drawing No. 70/13 _Column R.C Elevation (SHEET 02)
35. Job No. INT/70/16/SU; Drawing No. 70/14 _Beams R.C Elevation (SHEET 01)

ALL DRAWINGS CAN BE INSPECTED AT THE OFFICES OF SEKU MAIN CAMPUS KITUI COUNTY
DURING NORMAL WORKING HOURS i.e Monday to Friday from 8:00 am to 5:00 pm



**JOMO KENYATTA UNIVERSITY
OF
AGRICULTURE AND TECHNOLOGY**

Vice Chancellor

P.O. Box 62000 - 00200 Nairobi
Tel: +254 - 67 - 5870001 - 4
Email: vc@jkuat.ac.ke
Mobile: +254 - 722 295 988

7th April, 2016

REF: JKU-2-75-2-1

THE DIRECTOR
M/S VEE VEE ENTERPRISES LTD
KAREN
P.O BOX 3283-00506
NAIROBI

Tel: 0712652679

Dear Sir/Madam,

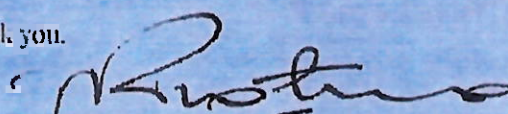
REF: JKUAT/68/2015-2016-PROPOSED PAUSTI BLOCK B (BUILDERS WORKS)

Reference is made to the above tender for Proposed PAUSTI Block B (Builders Works).

The University evaluated and considered your **bid** to be successful and made a decision to award you this tender at your bid sum of Kshs. 292, 050, 000 (**Two ninety two million, fifty thousand only**) and execution period of 90 weeks. This Sum include sub contraction works.

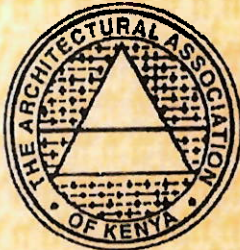
You will be required to accept the offer **in writing within** 30 days from the date of this letter but not earlier than 14 days. Further you will be required to submit 10% performance bond.

Thank you.


PROF. MABEL IMBUGA Ph. D, EBS.
VICE CHANCELLOR

Copy to: Deputy Vice Chancellor (F)
Director, PAUSTI
Chief Procurement Officer
Finance Officer
Legal Officer

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P. O. BOX 3283 - 00506
NAIROBI



THE ARCHITECTURAL ASSOCIATION OF KENYA
Incorporating Architects, Quantity Surveyors, Engineers, Town Planners and Landscape Architects

CERTIFICATE OF PRACTICAL COMPLETION

Serial No **2105**
Issue Date **31.07.2019.**
Contract Date **21.06.2016.**
Contract Period **—**
Contract Sum, Ksh. **TBD AT FINAL ACCOUNT**
Job No. **01/2016.**
Job Name **PROPOSED PAUSTI BLOCK-B
(LECTURE ROOMS & OFFICES) AT
JKUAT MAIN CAMPUS, JUJA.**
Employer's Name **J.K.U.A.T.**
Address **P.O BOX 62000 - 00200 NBI**
Contractor's Name **M/s. VEE VEE ENTERPRISES
LIMITED.**
Address **P.O. BOX 3283 - 00506 NBI.**

In accordance with Clause 41.2/42.2 of the Standard Form of Contract, I/we certify that subject to the making good of any outstanding defects, shrinkages and other faults which appear during the defects liability period;

The Works/Section of Works, namely;

**BUILDER'S WORKS COMPRISING OFFICES, AUDIO VISUAL ROOMS,
LIBRARY SPACE AND ACADEMIC SPACES, WASHROOMS AND
ALL ACCESSES (STAIRCASES, RAMPS). ALL DEFERRED WORKS INCLUDING
KITCHEN CIVIL WORKS, BRIDGE ETC. TO BE EXECUTED AT WORK PACKAGES
SUBJECT TO FURNISHING.**

Were completed under my/our supervision in accordance with the contract specifications, and taken into possession on **31.07.2019.**

And that in relation to the said works, the defects liability period will expire on **31.01.2020.**

We declare that first moiety of retention moneys deducted under previous certificates in respect of the said Works/Section of Works thereof be released.

EVANS JUMA DIND
Name of Architect

A1010
BORAQS
Registration No.

1950.
AAK
Membership No.

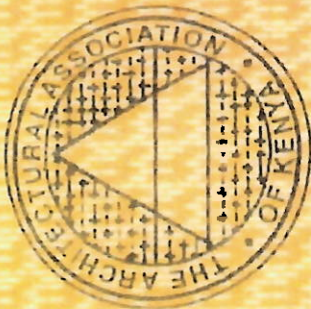
Signature/Stamp

Copies

1 Director - PAUSTI
2 Project QS.

This certificate does not absolve the Contractor from any other financial/contractual obligations.

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI



THE ARCHITECTURAL ASSOCIATION OF KENYA

Incorporating Architects, Quantity Surveyors, Engineers, Town Planners and Landscape Architects

CERTIFICATE OF MAKING GOOD DEFECTS

Job No. 21, 2016

Job Name. PROPOSED PAUSTI BLOCK-B
(LECTURE ROOMS & OFFICES) AT

JKUAT MAIN CAMPUS, JULIA

Employer's Name. J.K.U.A.T.

Address. P.O. BOX 32000-00200, NBI

Contractor's Name. M/S VEE VEE ENTERPRISES

Address. P.O. BOX 3283-00506, NBI

Contract Period. 1 MONTH

Contract Sum, Kshs. TEND AT FINAL ACCOUNT

Serial No 1177

Issue Date 27TH MARCH 2020

Contract Date 21.06.2016

Contract Period 1 MONTH

Contract Sum, Kshs. TEND AT FINAL ACCOUNT

In accordance with clause 41.9/42.4 of the Standard Form of Contract, I/we certify that all the outstanding works and all defects, shrinkages, and other faults which appeared during the defects liability period:

The Works/Section of Works namely:

BUILDERS WORKS COMPRISING OFFICES, AUDIO VISUAL ROOMS, LIBRARY SPACE, ACADEMIC SPACES, WASHROOM, ALL ACCESSORIES/SPARKS (PLUMBING), ELECTRICAL, MECHANICAL (PLUMBING & DOMESTIC WORKS). ALL DEFECTS WORKS (KITCHEN, BRIDGE, EXTERIOR CIVIL WORKS ETC.) TO BE EXECUTED IF WORK PACKAGES SUBJECT TO FUNDING. 20.03.2020

(We declare that the last moiety of the retention monies deducted under previous certificates and any other balances due in respect of the said works period be released.)

Signature/Stamp

Copies

- 1. DIRECTOR, PAUSTI
- 2. PROJECT AS.

EVANS JUMA DINO

Name of Architect

A010

Registration No

Membership No.

1950

AAK

1950

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JOMO KENYATTA UNIVERSITY OF AGRICULTURE & TECHNOLOGY

AND

VEE VEE ENTERPRISES LIMITED

CONTRACT FOR THE CONSTRUCTION OF THE PAUSTI BLOCK B (LECTURE ROOMS & OFFICES) AT MAIN CAMPUS IN JUJA.

THIS AGREEMENT is made on theday of2016, between **JOMO KENYATTA UNIVERSITY OF AGRICULTURE & TECHNOLOGY** of P.O. Box 62000-00200 Nairobi, in the Republic of Kenya, (hereinafter referred to as "**JKUAT**" which expression shall where the context so admits include its successors and permitted assigns) of the other part and **VEE VEE ENTERPRISES LIMITED** of P.O. BOX 3283, Nyayo Stadium, Nairobi, in the Republic of Kenya (hereinafter referred to as the "**Tenderer**") of the other part, which expression shall where the context so admit include it's successors and permitted assigns of the second part.

WHEREAS

- (i) JKUAT invited bids for tender for the Construction of the PAUSTI Block B (Lecture Rooms & Offices) at the Main Campus in Juja.
- (ii) The Tenderer has been awarded the tender for the Construction of the PAUSTI Block B (Lecture Rooms & Offices) at Main Campus in Juja and the Tenderer has accepted to undertake the task.

[Handwritten signature]



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NOW THEREFORE it is mutually agreed by and between both parties hereto as hereunder:

1. COMMENCEMENT

This agreement shall commence on the date of execution of this agreement by both parties.

2. DOCUMENTS

The following documents shall be deemed to form and be read and construed as Part of this agreement namely:

- (a) The invitation to bid
- (b) Instructions to Tenderer
- (c) Bid document submitted by the Tenderer
- (d) Original prices and service contract rates submitted by the Tenderer
- (e) The negotiated price schedule
- (f) The General Conditions of Contract in the bid document
- (g) The special conditions of contract in the bid document
- (h) The Tender Committee Minutes on; opening of tenders, price negotiations and award of tender, dated 7th April 2016.
- (i) The University's Notification of award of the tender to the Tenderer dated 7th April 2016.
- (j) The Tenderer's acceptance letter dated 27th April 2016.
- (k) Any other correspondence between JKUAT and the tenderer relating to the Tender.



3. TASKS TO BE UNDERTAKEN AND TENDERER'S OBLIGATIONS

- (i) The Tenderer shall undertake to carry out the tender for the Construction of the PAUSTI Block B (Lecture Rooms & Offices) at the Main Campus in Juja.
- (ii) The Tenderer shall undertake to carry out the said works as per the following documents in the Bid Documents;
 - 1. PARTICULAR PRELIMINARIES (Bill No.1)
 - 2. GENERAL PRELIMINARIES (Bill No.2).
 - 3. BUILDER'S WORK (Bill No.3)
 - 4. EXTERNAL WORKS(Bill No.4)
 - 5. PRIME COST AND PROVISIONAL SUMS (Bill No. 5)
 - 6. GRAND SUMMARY

4. DURATION

The Contractor shall carry out the said Construction of the PAUSTI Block B (Lecture Rooms & Offices) at the Main Campus in Juja within a period of **Ninety (90) weeks** from the date of execution of this agreement/ Commencement of Construction Works as stipulated in the Form of Tender in the Bid-Documents.

4. CONTRACT PRICE, PAYMENT CERTIFICATES AND ADVANCE PAYMENTS

- 4.1 That the agreed Contract Price for the Construction of the PAUSTI Block B (Lecture Rooms & Offices) at the Main Campus in Juja shall be for the sum of **Kenya Shillings Two Hundred and Ninety Two Million, Fifty Thousand (Kes.292,050,000/=) VAT inclusive.**
- 4.2 The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.



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- 4.3 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed; materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.
- 4.4 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate. If the Employer makes a late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.
- 4.5 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 4.6 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 4.7 The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor



indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of any changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.

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

- a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.
- b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.
- c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

The amount to be repaid by way of successive deductions shall be calculated by means of the formula: $R = A(x_1 - x_{11}) / 80 - 20$ Where: R = the amount to be reimbursed A = the amount of the advance which has been granted X_1 = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%. X_{11} = the amount of the previous cumulative payments as a percentage of the

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original amount of the Contract. This figure will be below 80% but not less than 20%.


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

CONDITIONS OF CONTRACT

1. Definitions

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

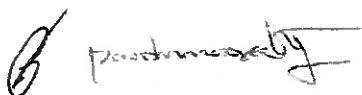
"Bill of Quantities" means the priced and completed Bill of Quantities forming part of the tender. **"Compensation Events"** are those defined in Clause 24 hereunder. **"The Completion Date"** means the date of completion of the Works as certified by the Project Manager, in accordance with Clause 31. **"The Contract"** means the agreement entered into between the Employer and the Contractor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein to execute, complete, and maintain the Works, **"The Contractor"** refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer. **"The Contractor's Tender"** is the completed tendering document submitted by the Contractor to the Employer. **"The Contract Price"** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract. **"Days"** are calendar days; **"Months"** are calendar months. **"A Defect"** is any part of the Works not completed in accordance with the Contract. **"The Defects Liability Certificate"** is the certificate issued by Project Manager upon correction of defects by the Contractor. **"The Defects Liability Period"** is the period named in the Contract Data and calculated from the Completion Date.



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"Drawings" include calculations and other information provided or approved by the Project Manager for the execution of the Contract. **"Dayworks"** are Work inputs subject to payment on a time basis for labour and the associated materials and plant. **"Employer"**, or the **"Procuring entity"** as defined in the Public Procurement Regulations (i.e. Central or Local Government administration, Universities, Public Institutions and Corporations, etc) is the party who employs the Contractor to carry out the Works. **"Equipment"** is the Contractor's machinery and vehicles brought temporarily to the Site for the execution of the Works. **"The Intended Completion Date"** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order. **"Materials"** are all supplies, including consumables, used by the Contractor for incorporation in the Works. **"Plant"** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function. **"Project Manager"** is the person named in the Appendix to Conditions of Contract (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract and shall be an "Architect" or a "Quantity Surveyor" registered under the Architects and Quantity Surveyors Act Cap 525 or an "Engineer" registered under Engineers Registration Act Cap 530. **"Site"** is the area defined as such in the Appendix to Condition of Contract. **"Site Investigation Reports"** are those reports that may be included in the tendering documents which are factual and interpretative about the surface and subsurface conditions at the Site. **"Specifications"** means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager. **"Start Date"** is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with the Site possession date(s). **"A Subcontractor"** is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site. **"Temporary works"** are works designed, constructed, installed, and removed by the Contractor which are needed for





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construction or installation of the Works. "A Variation" is an instruction given by the Project Manager which varies the Works. "The Works" are what the Contract requires the Contractor to construct, install, and turnover to the Employer, as defined in the Appendix to Conditions of Contract.


2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.

2.2 If sectional completion is specified in the Appendix to Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date apply to any section of the Works (other than references to the Intended Completion Date for the whole of the Works).

2.3 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Letter of Acceptance,
- (3) Contractor's Tender,
- (4) Appendix to Conditions of Contract,
- (5) Conditions of Contract.
- (6) Specifications.

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(7) Drawings,

(8) Bill of Quantities,

(9) Any other documents listed in the Appendix to Conditions of Contract as forming part of the Contract.

Immediately after the execution of the Contract, the Project Manager shall furnish both the Employer and the Contractor with two copies each of all the Contract documents. Further, as and when necessary the Project Manager shall furnish the Contractor [always with a copy to the Employer] with three [3] copies of such further drawings or details or descriptive schedules as are reasonably necessary either to explain or amplify the Contract drawings or to enable the Contractor to carry out and complete the Works in accordance with these Conditions.

3. Language and Law

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

4 Project Manager's Decisions

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

5 Delegation

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



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6 Communications

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

7 Subcontracting

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

8 Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities etc. as listed in the Appendix to Conditions of Contract and also with the Employer, as per the directions of the Project Manager. The Contractor shall also provide facilities and services for them. The Employer may modify the said List of Other Contractors etc., and shall notify the Contractor of any such modification.

9 Personnel

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



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10 Works

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

11 Safety and Temporary Works

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

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

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

12. Discoveries

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



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13. Work Program

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

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

14. Possession of Site

14.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Appendix to Conditions of Contract, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.



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15. Access to Site

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

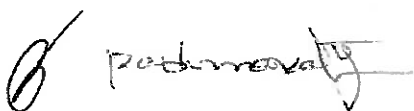
16. Instructions

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

17. Extension or Acceleration of Completion Date

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

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





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18. Management Meetings

18.1 A Contract management meeting shall be held monthly and attended by the Project Manager and the Contractor. Its business shall be to review the plans for the remaining Work and to deal with matters raised in accordance with the early warning procedure. The Project Manager shall record the minutes of management meetings and provide copies of the same to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

19. Early Warning

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

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

20. Defects

20.1 The Project Manager shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Project Manager may instruct the



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Contractor to search for a defect and to uncover and test any Work that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor, However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

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

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

21. Bills Of Quantities

21.1 The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rate in the Bills of Quantities for each item.

21.2 If the final quantity of the Work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent and provided the change exceeds 1 percent of the Initial Contract price, the Project Manager shall adjust the rate to allow for the change.

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

22. Variations

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

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

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

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

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

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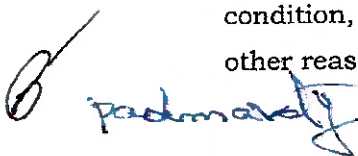
22.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

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

23. Compensation Events

23.1 The following issues shall constitute Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.
- (b) The Employer modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site investigation reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional work required for safety or other reasons.

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(h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

(i) The effects on the Contractor of any of the Employer's risks.

(j) The Project Manager unreasonably delays issuing a Certificate of Completion.

(k) Other compensation events described in the Contract or determined by the Project Manager shall apply.

23.2 If a compensation event would cause additional cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

23.3 As soon as information demonstrating the effect of each compensation event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.

23.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having co-operated with the Project Manager.

23.5 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Appendix to Conditions of Contract.



23.6 The Contractor shall give written notice to the Project Manager of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter.

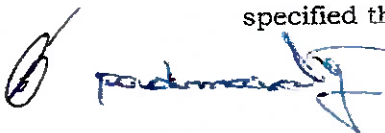
Provided always that should the event giving rise to the claim of continuing effect, the Contractor shall submit an interim claim within the said thirty days and a final claim within thirty days of the end of the event giving rise to the claim.

24. Price Adjustment

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

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

24.3 Unless otherwise stated in the Contract, the Contract Price shall be deemed to have been calculated in the manner set out below and in sub-clauses 24.4 and 24.5 and shall be subject to adjustment in the events specified thereunder;



(i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other

emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.

(ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out

in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.

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

17.0 of these Conditions.

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



24.5 Upon the J.B.C. determining that any of the said basic prices are increased or decreased then the Contract Price shall be increased or decreased by the amount to be assessed by the Project Manager based upon the difference between the price set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of the relevant materials which have not been taken into account in arriving at the amount of any interim certificate under clause 4 (on page 2 of the contract) issued before the date of publication of such increase or decrease.

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

24.7 The provisions of sub-clause 24.1 to 24.2 herein shall not apply in respect of any materials included in the schedule of basic rates.

25. Retention

25.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Appendix to Conditions of Contract until Completion of the whole of the Works. On Completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the remaining half when the Defects Liability Period has passed and the Project Manager has certified that all defects notified to the Contractor before the end of this period have been corrected.

26. Liquidated Damages

26.1 The Contractor shall pay liquidated damages to the Employer at the rate stated in the Appendix to Conditions of Contract for each day that the actual Completion Date is later than the Intended Completion Date. The

B. Padmanabhan

Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not alter the Contractor's liabilities.

26.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rate specified in Clause 4.4 (on page 2 of the Contract).

27. Securities

27.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a reputable bank acceptable to the Employer, and denominated in Kenya Shillings. The Performance Security shall be valid until a date 30 days beyond the date of issue of the Certificate of Completion.

28. Dayworks

28.1 If applicable, the Dayworks rates in the Contractor's tender shall be used for small additional amounts of Work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

28.2 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.



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


29. Liability and Insurance

29.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer's risks:

- (a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to:
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
 - (ii) negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
- (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.

29.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer's risk except loss or damage due to;

- (a) a defect which existed on or before the Completion Date.
- (b) an event occurring before the Completion Date, which was not itself the Employer's risk
- (c) the activities of the Contractor on the Site after the Completion Date.

 *pastmaral*



29.3 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risk are Contractor's risks.

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Appendix to Conditions of Contract for the following events;

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and
- (d) personal injury or death.

29.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.

29.5 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

29.6 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.



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30. Completion and taking over

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


31. Final Account

31.1 The Contractor shall issue the Project Manager with a detailed account of the total amount that the Contractor considers payable to him by the Employer under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a Payment Certificate. The Employer shall pay the Contractor the amount due in the Final Certificate within 60 days.

32. Termination

32.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

- (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Project Manager;

 *Pauline M. M. M.*



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- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- (c) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate) of issue.
- (e) the Project Manager gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a security, which is required.

32.2 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Clause 32.1 above, the Project Manager shall decide whether the breach is fundamental or not.

32.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

32.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

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33. Payment Upon Termination

33.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the Work done and materials ordered and delivered to Site up to the date of the issue of the certificate. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor.

33.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works.

33.3 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on the Site, plant, equipment and temporary works.

33.4 The Contractor shall, during the execution or after the completion of the Works under this clause remove from the Site as and when required, within such reasonable time as the Project Manager may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to or hired by him, and in default the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

Until after completion of the Works under this clause the Employer shall not be bound by any other provision of this Contract to make any

 *Project Manager*



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payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Project Manager shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

34. Release from Performance

34.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop Work as quickly as possible after receiving this certificate and shall be paid for all Work carried out before receiving it.

35. Corrupt gifts and payments of commission

The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Employer.
- (b) Enter into this or any other contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars



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of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

- (c) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement Regulations issued under The Exchequer and Audit Act Cap 412 of the Laws of Kenya.

36. Settlement Of Disputes

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

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





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

36.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising there-under or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 4 (on Page 4 of this contract), or the rights and liabilities of the parties subsequent to the termination of Contract.

36.3 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

36.4 Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably with or without the assistance of third parties. Proof of such attempt shall be required.

36.5 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:

36.5.1 The appointment of a replacement Project Manager upon the said person ceasing to act.

36.5.2 Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.

36.5.3 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.



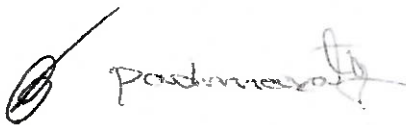
36.5.4 Any dispute or difference arising in respect of war risks or war damage.

36.6 All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.

36.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

36.8 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

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

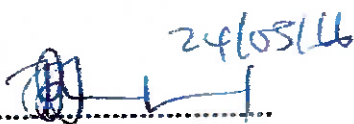


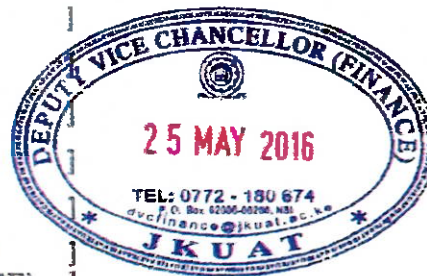
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P. O. BOX 3283 - 00506
NAIROBI



In witness whereof the parties hereto have caused this agreement to be executed in accordance with their respective laws the day and year first above written.

SIGNED for and on Behalf of:
JOMO KENYATTA UNIVERSITY OF
AGRICULTURE AND TECHNOLOGY


.....
PROF. BERNARD OTOKI MOIRONGO
DEPUTY VICE CHANCELLOR (FINANCE)



WITNESSED BY;


.....
VIVIAN NYAMBURA
Ag. CHIEF LEGAL OFFICER



SEALED with the Common Seal of
VEE VEE ENTERPRISES LTD

.....
DIRECTOR

VEE VEE ENTERPRISES LIMITED
BUILDING & CIVIL CONTRACTORS
P.O. Box 3283, Nyayo Stadium /
NAIROBI


.....
DIRECTOR/SECRETARY



MAASAI MARA UNIVERSITY
OFFICE OF THE VICE-CHANCELLOR

Email: vc@mmu.ac.ke
Website: www.mmu.ac.ke

P.O. Box 361, NAROK
Tel: 020 206042
020 8091851

REF: MMU/AF/25/114/14/VOL.1

DATE: 23RD DECEMBER, 2015

M/S VEE VEE ENTERPRISES LIMITED
P.O. BOX 3283-00506 NYAYO STADIUM,
NAIROBI

Dear Sir,

RE: NOTIFICATION OF AWARD

PROPOSED TUITION BLOCK TENDER NO. MMU/T/006/2015-2016 - MAIN WORKS

I am pleased to inform you that your tender amounting to Kenya Shillings Four hundred and ten thousands, Seven hundred shillings only (KES 410,700,000) was considered and approved by the University's Tender Committee.

The Contract Documents are in the course of preparation and will be ready for your signature after the stipulated period of 14 days. You will be required to provide an acceptable Performance Bond and approval works program before the contract is signed.

Please note that you will be required to communicate with the Deputy Vice Chancellor (A, F&P) on all matters related to this contract

The duration of this contract will be one hundred and four (104) calendar weeks, from the date of commencement, which will be communicated to you by the Deputy Vice Chancellor (A, F&P).

Please communicate with the Deputy Vice Chancellor (A, F&P) immediately and thereafter on all matters relating to this contract.

Yours Sincerely,

PROF. MARY K. WALUGU, F&P, MKNAS, EBS
VICE-CHANCELLOR



ISO 9001:2008 CERTIFIED

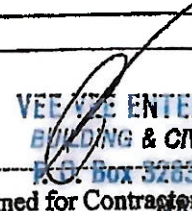

VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

HANDING OVER CERTIFICATE


From: Project Manager Ref: MMU/AF0210B/017/2016/VOL.1 () Date: 15 th Feburuary, 2018	To: Vice-Chancellor Maasai Mara University P.O.Box 861-20500 NAROK
---	--

Detail of works			
Contract number	Description of the job	Client	Name/Address of Contractor
MMU/T/006/2015-16	Proposed Tuition Block Phase 1	Maasai Mara University	M/S Vee Vee Enterprises Ltd, P.O.Box 3283-Nyayo Stadium

Utilities	
Electricity Meter Reading 157A	Water Meter Reading 157A

Handing over	
The above works were handed over by:- 15-02-2018	
Date	 VEE VEE ENTERPRISES LIMITED BUILDING & CIVIL CONTRACTORS P.O. Box 3283, Nyayo Stadium NAIROBI. Signed for Contractor
The above works were taken over by:- 15-02-2018	
Date	 Signed for the Client

Remarks

Certification	
Certified that the above building/works were taken over by the client on	
Date: 15-02-2018	Project Manager: 

Copies: Client, Contractor, Project Consultants, Project File

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI



**JOMO KENYATTA UNIVERSITY
OF
AGRICULTURE AND TECHNOLOGY**

*P.O. Box 62000-00200, Nairobi, Kenya. Telephone: 020-8008491/020-8008492
Fax: (067)-52164 Thika. Email: lkamari@uasabg.jkuat.ac.ke*

JKU/MMU/T01/39

9th February 2022

Ag. Vice Chancellor
Maasai Mara University
P.O. Box 861-20500
Narok

Dear Sir

**SUBJECT: PROPOSED TUITION BLOCK AT MAASAI MARA UNIVERSITY, NAROK;
CERTIFICATE OF MAKING GOOD DEFECTS**

The above subject herein refers,

The defects liability period of the above mentioned project expired on 31st December 2021. We have inspected the works and confirmed that all defects have been made good.

Please find attached copy of the Certificate of Making Good Defects (Serial No. 385) declaring the same.

Yours Sincerely

Arch. Kariuki Kamaru
Project Manager

Copy: Ag, DVC, Administration, Finance and Planning
Finance Officer
Ag. Estate Manager
Main Contractor
Sub Contractors
All Consultants

VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI



**JOMO KENYATTA UNIVERSITY OF
AGRICULTURE AND TECHNOLOGY**
P.O. Box 62000-00200 Nairobi



MAASAI MARA UNIVERSITY
P.O. Box 861-20500 Narok

HANDING OVER CERTIFICATE

From: Project Manager Ref: MMU/T/006/2015-2016 Date: 13 th August, 2021	To: Vice-Chancellor Maasai Mara University P.O.Box 861-20500 NAROK
---	--

Detail of works			
Contract number	Description of the job	Client	Name/Address of Contractor
MMU/T/006/2015-16	Proposed Tuition Block Phase 2&3	Maasai Mara University	M/S Vee Vee Enterprises Ltd, P.O.Box 3283-Nyayo Stadium

Utilities	
Electricity Meter Reading <i>N/A</i>	Water Meter Reading <i>N/A</i>

Handing over	
The above works were handed over by:-	
<i>G. B. RAM</i>	<i>[Signature]</i>
Date <i>13-08-2021</i>	Signed for Contractor
The above works were taken over by:-	
<i>Dr. Kennedy de Koeij</i>	<i>[Signature]</i>
Date <i>13-08-2021</i>	Signed for the Client

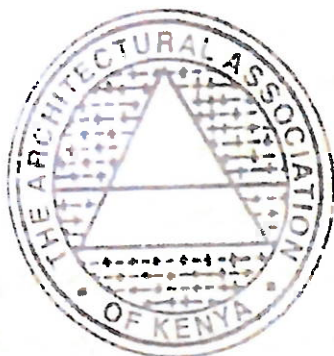
Remarks

Certification
Certified that the above building/works were taken over by the client on
Date <i>13-08-2021</i> Project Manager
<i>[Signature]</i>

Copies: Client, Contractor, Project Consultants, Project File

VEE VEE ENTERPRISES LTD
P. O. BOX 3283 - 00506
NAIROBI

ARCH. KARIUKI KAMARU
Registered Architect (A1167)
P. O. BOX 17801 - 00100
NAIROBI
[Signature]
Signature:



THE ARCHITECTURAL ASSOCIATION OF KENYA

Incorporating Architects, Quantity Surveyors, Engineers, Town Planners and Landscape Architects

CERTIFICATE OF MAKING GOOD DEFECTS

Serial No 385

Issue Date 09.02.2022

Contract Date 12.01.2016

Contract Period 156 WEEKS EXTENDED TO 24

Contract Sum, Kshs 410,700,000.00

Job No.....
Job Name PROPOSED TUITION BLOCK
FOR MAASAI MARA UNIVERSITY
NAROK

Employer's Name MAASAI MARA
UNIVERSITY

Address P.O. BOX 861-20500, NAROK

Contractor's Name VEE VEE ENTERPRISES
LIMITED

Address P.O. BOX 3283-00506 NAIROBI

In accordance with clause 41.9/42.4 of the Standard Form of Contract, I/We certify that all the outstanding works and all defects, shrinkages, and other faults which appeared during the defects liability period:

The Work/Section of Work namely:

PROPOSED TUITION BLOCK FOR MAASAI MARA
UNIVERSITY (PHASE I, II, & III) NAROK.

I have been made good to my satisfaction, and completed on 31.12.2021.

I/We declare that the last month of the retention period has been duly paid to the contractor, and any other balances due in respect of the said works have been released.

ARCH. KARIUKI KAMARU

Name of Architect

A1167

BOARDS
Registration No

1923

Member No.

Contractor's Signature

Copies

1. CLIENT
2. PROJECT Q.S.
3. PROJECT CIVIL/STRUCTURAL
ENG.
4. SERVICES ENG.
5. JKUAT

This certificate does not absolve the Contractor from any other financial or contractual obligations.

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI



**JOMO KENYATTA UNIVERSITY OF
AGRICULTURE AND TECHNOLOGY**
P.O. Box 62000-00200 Nairobi



MAASAI MARA UNIVERSITY
P.O. Box 861-20500 Narok

CERTIFICATE OF PRACTICAL COMPLETION

From: Project Manager Ref: MMU/T/006/2015-2016 Date: 30th June, 2021	To: Vice-Chancellor Maasai Mara University P.O.Box 861-20500 NAROK
--	---

Detail of works			
Contract number	Description of the job	Client	Name/Address of Contractor
MMU/T/006/2015-16	Proposed Tuition Block Phase 2&3	Maasai Mara University	M/S Vee Vee Enterprises Ltd, P.O.Box 3283-Nyayo Stadium

Completion of building works

Delete (a) or (b)
 (a) The Contracts Works
 (b) ~~The part of the works here listed~~

are now complete to my satisfaction, subject to the items noted overleaf and are ready to be handed over to the client.

Date: 01.07.2021 Client Rep

Date: 01.07.2021 Project Architect

[Signature: ARCH. KARIUKI KAMARU]
 Registered architect (A1167)
 Signature:

Completion of Mechanical/Electrical/Civil/Structural Works

The above works have been completed and tested to my satisfaction.

Date: 11/8/2021 Proj. Mech. Engineer

Date: 11/8/2021 Proj. Elect. Engineer

Date: 01/07/2021 Proj. Civil/Struct. Engineer

Release of retention and surety bond

Attn: Project Quantity Surveyor.

The First Moiety of the Retention and the surety bond may now be released

Date: 01.07.2021 Project Manager

[Signature: ARCH. KARIUKI KAMARU]
 Registered architect (A1167)
 Signature:

VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

FORM OF TENDER

MASAI MARA UNIVERSITY

TO: NAROK [Name of Employer] 17/12/2015 [Date]PROPOSED TUITION BLOCK FOR MASAI MARA UNIVERSITY [Name of Contract]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. 410,700,000/- [Amount in figures] Kenya Shillings FOUR HUNDRED & TEN MILLION SEVEN HUNDRED THOUSAND ONLY [Amount in words]

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within 104 weeks.

3. We agree to abide by this tender until 14/06/2016 [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.

4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

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

Dated this 17th day of December 20 15

Signature [Signature] in the capacity of MANAGING DIRECTOR

Duly authorized to sign tenders for and on behalf of

VEEVEE ENTERPRISES LTD [Name of Contractor]

of P.O. Box: 3283 - 00506, NAIROBI [Address of Contractor]

Witness Name BENEDETTI MUKURU

Address 3283 - 00506 NAIROBI

Signature [Signature]

Date 17/12/2015

VEEVEE ENTERPRISES LIMITED
BUILDING & CIVIL CONTRACTORS
P.O. Box 3283, Nyayo Stadium
NAIROBI

VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

VEEVEE ENTERPRISES LIMITED
BUILDING & CIVIL CONTRACTORS
P.O. Box 3283, Nyayo Stadium
NAIROBI

PROPOSED TUITION BLOCK FOR MAASAI MARA UNIVERSITY, NAROK

TENDER NO. MMU/T/006A/2015-1016

BILLS OF QUANTITIES

PROJECT MANAGER

**SABS – PO
JOMO KENYATTA UNIVERSITY
OF AGRICULTURE AND TECHNOLOGY
P.O. BOX 62000- 00200
NAIROBI**

NOVEMBER 2015

**VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI**

**VEE VEE ENTERPRISES LIMITED
BUILDING & CIVIL CONTRACTORS
P. O. Box 3283, Nyayo Stadium
NAIROBI**

FORM OF AGREEMENT

THIS AGREEMENT, made the 12th day of JANUARY 20 16
between MAASAI MARA UNIVERSITY of [or whose registered office is
situated at] NAROK
(hereinafter called "the Employer") of the one part AND VEE VEE ENTERPRISES
LTD of [or whose registered office is
situated at] NAIROBI P.O. BOX 3283 - 00506 NYAYO STADIUM
(Hereinafter called "the Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes CONSTRUCTION
TO COMPLETION OF THE PROPOSED TUITION
BLOCK
(name and identification number of Contract) (hereinafter called "the Works") located
at NAROK [Place/location of the Works] and the Employer has accepted
the tender submitted by the Contractor for the execution and completion of such Works and the
remedying of any defects therein for the Contract Price of Kshs 410,700,000.00
[Amount in figures], Kenya Shillings FOUR HUNDRED AND TEN
MILLION SEVEN HUNDRED THOUSAND
ONLY. [Amount in words].

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

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

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

The common Seal of _____

Was hereunto affixed in the presence of A. O. Nyabochwa

Signed Sealed, and Delivered by the said

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i)

Name

Address

Signature

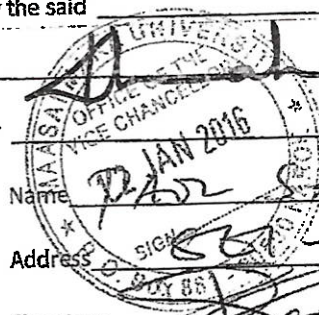
(ii)

Name

Address

Signature

A. O. NYABOCHWA
ADVOCATE
& COMMISSIONER FOR OAT



VEE VEE ENTERPRISES LIMITED
BUILDING & CIVIL CONTRACTORS
P. O. Box 3283, Nyayo Stadium
NAIROBI

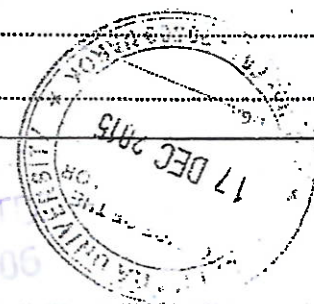
SF/3
VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI
VEE VEE ENTERPRISES LIMITED
BUILDING & CIVIL CONTRACTORS
P. O. Box 3283, Nyayo Stadium
NAIROBI

			KSHS	CTS
PROPOSED TUITION BLOCK FOR MAASAI MARA UNIVERSITY, NAROK				
GRAND SUMMARY				
BILL NO.	DESCRIPTION	PAGE NO.		
1	PARTICULAR PRELIMINARIES	PP/8	9,115,000/-	✓
2	GENERAL PRELIMINARIES	GP/14	4450,625/39	✓
3	BUILDING WORKS PHASE 1	BW1/16	91,115,770/66	✓
4	BUILDING WORKS PHASE 2&3	BW2/15	214,588,603/94	✓
5	PC AND PROVISIONAL SUMS	PS/1	91,480,000/-	✓
TOTAL CARRIED TO FORM OF TENDER (VAT INCLUSIVE)		Ksh	410,700,000/-	✓

NAME OF TENDERER: **VEE VEE ENTERPRISES LTD**ADDRESS: **3283-00506 - NAIROBI**SIGNATURE: DATE: **17/12/2015**NAME OF WITNESS: **BENEDICT MINTOKU**ADDRESS: **3283-00506 NAIROBI**SIGNATURE: DATE: **17/12/15**

VEE VEE ENTERPRISES LIMITED
BUILDING & CIVIL CONTRACTORS
 P.O. Box 3283, Nyayo Stadium
 NAIROBI

VEE VEE ENTERPRISES LTD
 P.O. BOX 3283 - 00506
 NAIROBI





THE TECHNICAL UNIVERSITY OF KENYA

Halla Selassie Avenue, P.O. Box 52428, Nairobi, 00200, Tel: +254(020) 343672, 2249974, 2251300, 341639

REF: TUK/P&S/31/2014-15

September 1, 2014

M/S Vee Vee Enterprises Ltd,
P.O. Box 3283-Nyayo Stadium,
NAIROBI.

LETTER OF NOTIFICATION OF AWARD: TENDER NO. TUK/31/2014-15 FOR
COMPLETION OF THE BLOCK 5 FOR THE DEPARTMENT OF GEOSPATIAL SCIENCE
AND ENGINEERING- PHASE 2 AT THE TECHNICAL UNIVERSITY OF KENYA, NAIROBI

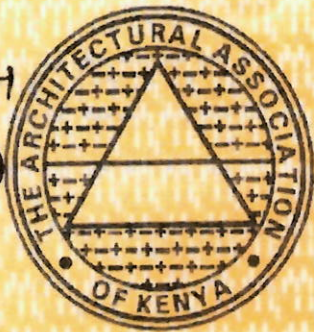
This is to notify you that you have been awarded the contract for Completion of the
Block 5 for the department of geospatial science and engineering- Phase 2 at the
Technical University of Kenya, Nairobi at a total tender sum of Kenya Shillings Three
Hundred and Forty Eight Million, Six Hundred and Ninety Thousand (348, 690,
000.00) only VAT inclusive.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract shall be signed by the parties within 30 days of the date of this letter but not earlier than 7 days from the date of the letter.
3. You may contact the Office whose particulars appear below on the subject matter of this letter of notification of award.

I take this opportunity to congratulate you on this award and look forward to a good future business relationship.

Prof. Dr. - Ing. F. W. O. Aduol
VICE CHANCELLOR

VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI



THE ARCHITECTURAL ASSOCIATION OF KENYA
Incorporating Architects, Quantity Surveyors, Town Planners, Engineers, Landscape Architects,
Environmental Design Consultants and Construction Project Managers

CERTIFICATE OF PRACTICAL COMPLETION

Job No. DA / BLOCKS PHASE 2 / TUK / 01
Job Name PROPOSED COMPLETION OF
BLOCK S (PHASE 2 WORKS)
AT TUK
Serial No. 5547
Employer's Name THE TECHNICAL
UNIVERSITY OF KENYA
Issue Date 15/3/2021
Contract Date 17/9/2014
Address P. O. BOX 52428 - 00200 NBI
Contract Period 108 WEEKS
Contractor's Name VEE VEE ENTERPRISES
Contract Sum, Kshs. 348,690,000.00
LIMITED
Address P. O. BOX 3283 - 00506 NBI

In accordance with Clauses 41.2/42.2 of the Standard Form of Contract, I/we certify that subject to the making good of any outstanding defects, shrinkages and other faults which appear during the defects liability period.

The Works/Section of Works, namely:

COMPLETION OF BLOCK S (PHASE 2 WORKS)
AT TUK

Were completed under my/our supervision in accordance with the contract specifications, and taken into possession on 15/3/2021
And that in relation to the said works, the defects liability period expire on 16/9/2021

We declare that first moiety of retention moneys deducted under previous certificates in respect of the said Works/Section of Works thereof be released

Signature/Stamp

REUBEN N. K. KABBAU
REGISTERED ARCHITECT
A942
P. O. BOX 21939-00400
NAIROBI, KENYA.

REUBEN N. K. KABBAU

Name of Architect

A942 A 1997

BORAQS

AAK

Registration No.

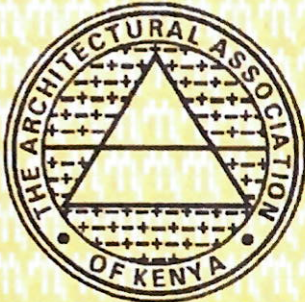
Membership No.

Copies

1. Vee Vee Enterprises Ltd
2. Vice Chancellor TUK
3. Evaspa Consultants
4. Macoy Consultants
5. Ochieng Abudha & Associates
6. Dreams Architects Ltd.

This certificate does not absolve the Contractor from any other financial/contractual obligations.

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI



THE ARCHITECTURAL ASSOCIATION OF KENYA

Incorporating Architects, Quantity Surveyors, Town Planners, Engineers, Landscape Architects,
Environmental Design Consultants and Construction Project Managers

CERTIFICATE OF MAKING GOOD DEFECTS

Job No. DA/BLOCK S PHASE 2/TUK/01

Job Name PROPOSED COMPLETION OF

BLOCK S (PHASE 2 WORKS)

AT TUK

Serial No. 2222

Employer's Name THE TECHNICAL

UNIVERSITY OF KENYA

Issue Date 4/4/2022

Contract Date 17/9/2014

Address P.O. BOX 52428 - 00200 NBI

Contract Period 108 WEEKS

Contractor's Name VEE VEE ENTERPRISES

Contract Sum, Kshs 348,690,000.00

LIMITED

P.O. BOX 3283 - 00506 NBI

In accordance with Clause 41.9/42.4 of the Standard Form of Contract, I/we certify that all the outstanding works and all defects, shrinkages and other faults which appear during the defects liability period.

The Works/Section of Works, namely:

COMPLETION OF BLOCK S (PHASE 2 WORKS)

AT TUK

Have been made good to my/our satisfaction and completed on 4/4/2022

I/we declare that the last moiety of the retention moneys deducted under previous certificates and any other balances due in respect of the said Works/section of Works thereof be released.

Signature/Stamp REUBEN N. K. KABBAN

REGISTERED ARCHITECT

A942

P.O. BOX 21939 - 00400

NAIROBI, KENYA.

Name of Architect REUBEN N. K. KABBAN

Registration No. A942

BORAQS

AAK

Membership No. 1997

This certificate does not absolve the Contractor from any other financial/contractual obligations.

- Copies
1. Vee Vee Enterprises Ltd
 2. Vice Chancellor TUK
 3. Ecospace Consultants
 4. Meloy Consultants
 5. Ochieng Abuodha & Associates
 6. Dreams Architects Ltd

ONE ACRE FUND

P.O. Box 639,

Kakamega

+254 700 705 894

richard.bell@oneacrefund.org

9th February 2016

Vee Vee Enterprises Ltd.

P.O. Box 3283

Nyayo Stadium

Nairobi

Attention: Mr Ken Gadamali

Dear Sir,

RE: LETTER OF AWARD FOR THE PROPOSED OFFICE BLOCK FOR ONE ACRE FUND KENYA

I refer to your Tender received on 10th December 2015 for the above mentioned project and the later discounted amount whereby you agreed to undertake the above referenced works as described in the Tender Bills of Quantities and Drawings and under the additional conditions as agreed between yourselves and the developer as detailed here below:

- a) This is a Fixed Price Contract with a Contract Sum in the amount Kshs. 207,000,000.00 (Kenya Shillings Two Hundred and Seven Million, Only) VAT Inclusive.
- b) Contract Period will be 40 weeks.
- c) Contract Commencement Date will be mutually agreed by both parties at the earliest possible date from receipt of this letter.
- d) Percentage of certified value retained will be 30% (Ten Percent) on each Interim Payment Certificate. Upon completion of the works and issue by the Architect Certificate of Practical Completion, 50% of retention funds will be released to you. The balance of 50% of the retention funds will be released to you after issue of Certificate of Making Good Defects at the end of 6 (six) months Defects Liability Period.
- e) You will be required to provide a Performance Bond for the due performance of the contract up to the date of completion, from an approved bank or insurance company in the amount Kshs. 20,700,000.00 (Kenya Shillings Twenty Million Seven Hundred Thousand Only) being 10% of the contract sum. No payment on account of work executed will be made to you until you have submitted the Performance Bond duly signed, sealed and stamped.
- f) You will be required to take out, effect and maintain throughout the currency of the contract adequate "Contractors All Risks" cover for the Contract Value of the works awarded to you.
- g) Interim Payment Valuation will be applied for and paid for upon exceeding the minimum amount of Kshs. 2,000,000.00 (Kenya Shillings Two Million only).

Page 2 of 2

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

17) You will be responsible for providing the following information during the duration of the contract:
understanding of English and building works during the duration of the contract.

i) Cost for any variation and/or additional works instructed on site by the Employer or the project consultants will be agreed on with the Employer and approved in writing before implementation of the same. Similarly, the value of any omissions from the awarded contract works will be deducted from the Contract sum when computing the Final Account.

ii) The following shall constitute part of the Contract Documents:


- i) This Letter of Acceptance
- ii) Fully Completed Agreement and Conditions of Contract for Building Works document
- iii) Architectural Drawings
- iv) Structural Engineering Drawings
- v) Complete Contract Bills of Quantities and specifications as contained therein.


This letter confirms that the Employer ONE ACRE FUND KENYA OF P.O BOX 482-BUNGOMA, has awarded you the contract for the PROPOSED OFFICE BLOCK FOR ONE ACRE FUND KENYA

You are now required to sign, stamp and return to our offices, as soon as possible, the attached copy of this letter to signify your acceptance, confirmation and commitment to the fulfilment of the above stated Terms and Conditions. The Client will subsequently sign the same where indicated here below.

Yours sincerely,

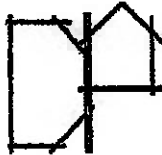

Design Planner for
Project Architects


VEEVEE ENTERPRISES LIMITED
DIRECTOR & CIVIL CONTRACTORS
P. O. BOX 3283, Ayaya Stadium
NAIROBI


INFRASTRUCTURE MANAGER
ONE ACRE FUND KENYA (Employer)

Designplanar Company limited

Design + Construction
Designing dreams to reality




Ground floor, Suite Gg, Boma Court
Mombasa Road

P.O.Box 52204-00200 Nairobi

Tel No. 0202392951/0724703316

Designplanar.co.ke@gmail.com

Certificate of Practical Completion

Issued By: Designplanar company limited		Issue date: 16th June 2017
Address: P.O. Box 52204-00200 Nairobi		
Employer: One Acre Fund		Job reference: PJ300/16
Address: P.O. Box 659 Kakamega		Certificate No.: 001
Contractor: Veevee Enterprises Ltd.		
Address: P.O. Box 3283 Nyayo stadium		
Works: Proposed Office block for One Acre Fund		
Situating at: Ikonyero, Kakamega		
Contract dated: 9 th March 2016		
Under the terms of the above mentioned Contract, we certify that Practical Completion of the Works was achieved on: date: <u>31st March 2017</u> The defects liability period will therefore end on: date: <u>30th September 2017</u>		
Signed:  Arch Timothy Mudome		

Cc.
Client OneAcre Fund
QS Aegis Development solutions

Timothy Mudome (B. Arch Hons) MAAK

Gideon Ingasia (BA. Plan. Hons) KIP

Tonny Nzamsa (B. Arch Hons)

VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI



**OFFICE OF THE INSPECTOR GENERAL
NATIONAL POLICE SERVICE
NAIROBI – KENYA**

Telegraphic Address: "IG, NPS"
Telephone: Nairobi 020-2221969
When replying please quote Ref.
No. and Date

JogooHouse "A"
4th Floor
P. O. Box 44249-00100
NAIROBI

NPS/IG/SEC/1/1/25/2/ VOL.II/2/35

29TH SEPTEMBER, 2014

The Director,
M/s Vee Vee enterprise ltd
P.O. Box 3283-00506
Nairobi

**NOTIFICATION OF AWARD: TENDER NPS/CQS/D102/04/2014-2015 FOR THE PROPOSED
WORKS AT ADMINISTRATION POLICE TRAINING COLLEGE - EMBAKASI**

Reference is made to the above tender in which you participated.

The Ministerial Tender Committee at its meeting No. **9/2014-2015 (Min.No.10)** held on 25TH September, 2014 discussed and awarded you the tender for The Proposed Works at Administration Police Training College - Embakasi at a tender sum of Kenya Shillings **one hundred and sixty nine million, eighty seven thousands , three hundred and three and seventy two cent only (Kshs.169,087.303.72)**

You are asked to confirm in writing within fourteen (14) days from the date of this letter the acceptance of this offer and thereafter you will be required to execute a Performance Bond of **5% of the tender sum** from a reputable financial institution. The performance bond will be forfeited to the Government if you fail to execute the works as required.

You will soon be notified when the contract agreement will be signed.

W. Thwere
(WILLIAM THWERE O.) MBS
For: INSPECTOR GENERAL
NATIONAL POLICE SERVICE

VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI



**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING
AND URBAN DEVELOPMENT
STATE DEPARTMENT OF PUBLIC WORKS
COUNTY WORKS OFFICE – NAIROBI**

ANNEX 8S

CERTIFICATE OF MAKING GOOD DEFECTS

From: (D.R) CWO Nairobi Ref: CQS/D102/04/2014-2015 Date: 15th September, 2017	To: The Chief Architect Directorate of Pubic Works P.O. Box 30743 NAIROBI Attn: Group Leader
--	---

Details of Work

WP Item Number	Description of Job:	Ministry/ Agency						
CQS/D102/04/2014-2015	PROPOSED ACCOMMODATION FACILITIES AT APTC - EMBAKASI	MINISTRY OF INTERIOR AND CO-ORDINATION OF NATIONAL GOVERNMENT						
<table border="1"> <tr> <td>Vote</td> <td>Prov</td> <td>No.</td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	Vote	Prov	No.					
Vote	Prov	No.						
Contract Number	Name / Address of Contractor							
CQS/D102/04/2014-2015	M/S Vee Vee Enterprises Ltd P.O. Box 3283 - 00506 NAIROBI							

Certification

Maintenance repairs were completed on the above works by:

Messrs

Vee Vee Enterprises Ltd
 P.O. Box 3283 - 00506
 NAIROBI

15th September, 2017

Date

Ahura Benjamin [Proj. Arch.]

Building Supervisor (MOW or Consultant)

15th September, 2017

Date

Gregory Shikanda (Proj. Elec. Eng.)

Electrical Supervisor (MOW or Consultant)

Release of Retention

Attn: Job QS

The second moiety of the retention may now be released

15th September, 2017

Date

P. N. Maema (CSE)

Departmental Representative

Arch. J. M Thitu (CA)

Copies: Building Supervisor
 M/E Supervisor
 Job QS
 Provincial Engineer (where CA = DN or DR)

VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

COUNTY WORKS OFFICE
 NAIROBI
 MINISTRY OF PUBLIC WORKS
 P.O. BOX 170100 NAIROBI



**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING
AND URBAN DEVELOPMENT
STATE DEPARTMENT OF PUBLIC WORKS
COUNTY WORKS OFFICE – NAIROBI**

ANNEX 8R

CERTIFICATE OF PRACTICAL COMPLETION

From: (D.R) CWO Nairobi

Ref No: CQS/D102/04/2014-2015

Date: 09th March, 2017

To: The Chief Architect

Ministry of Public Works

P.O. Box 30743

NAIROBI

Attn: Group Leader

Details of Work

WP Item Number

CQS/D102/04/2014-2015

Vote Prov No.

Contract Number

CQS/D102/04/2014-2015

Description of Job:

PROPOSED ACCOMMODATION
FACILITIES AT APTC - EMBAKASI

Name / Address of Contractor

M/S Vee Vee Enterprises Ltd

P.O. Box 3283 - 00506

NAIROBI

Ministry/ Agency

MINISTRY OF INTERIOR AND
CO-ORDINATION OF
NATIONAL GOVERNMENT

Completion of Building Works

Delete (a) or (b)

(a) The Contract Works

(b) The part of the works here listed:-

are now complete to my satisfaction, subject to the items noted overleaf and
are ready to be handed over to the Client Ministry.

09th March, 2017

Date

Ahura Benjamin [Proj. Arch.]

Building Supervisor (MOW or Consultant)

Completion of Mechanical/Electrical Works

The mechanical /electrical installations on the above works have been completed
and tested to my satisfaction

09th March, 2017

Date

Gregory Shikanda (Proj. Elec. Eng.)

M/E Supervisor (MOW or Consultant)

Release of Retention and Surety Bond

Attn: Job QS and Contracts Register Office

09th March, 2017

Date

P. N. Maema (CSE)

Departmental Representative

Arch. J. M Thitu (C A)

Copies: Building Supervisor
M/E Supervisor
Job QS and CRO

VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI



**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING
AND URBAN DEVELOPMENT
STATE DEPARTMENT OF PUBLIC WORKS
COUNTY WORKS OFFICE – NAIROBI**

ANNEX 8T

HANDING OVER CERTIFICATE

From: (D.R) COUNTY WORKS OFFICER Ref No CQS/D102/04/2014-2015 Date: 09th March, 2017		To: The Chief Architect Directorate of Pubic Works P.O. Box 30743 NAIROBI Attn: Group Leader
Details of Work		
WP Item Number	Description of Job:	Ministry/ Agency
CQS/D102/04/2014-2015 NBI D01	PROPOSED ACCOMMODATION FACILITIES AT APTC - EMBAKASI	MINISTRY OF INTERIOR AND CO-ORDINATION OF NATIONAL GOVERNMENT
Vote Prov No.		
Contract Number		Name / Address of Contractor
CQS/D102/04/2014-2015		M/S Vee Vee Enterprises Ltd P.O. Box 3283 - 00506 NAIROBI
Utilities		
		Water Meter Reading
N/A		N/A
Handing Over		
The works were handed over by:		
<div style="display: flex; justify-content: space-between;"><div>Date: 9/3/2017</div><div>Signed for Contractor BUILDING & CIVIL P.O. Box 3283, Nyeri NAIROBI</div></div>		
The above works were taken over by:		
<div style="display: flex; justify-content: space-between;"><div>Date: 7/3/2017</div><div>Signed for Head of Client Department</div></div>		
Remarks		
See attached Schedules of Keys , Fittings and Furniture delete as necessary		
Certification		
Certified that the above buildings were taken by the		
Client Department on		09th March, 2017
09th March, 2017		<div style="display: flex; justify-content: space-between;"><div> P. N. Maema (CSE) Departmental Representative</div><div> Arch. J. M. Thitu (C A)</div></div>
Date		

Copies: Provincial Engineer (where CA or CON is DR)
Contractor
Client Department
Project File

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

COUNTY WORKS OFFICE
NAIROBI COUNTY
STATE DEPARTMENT OF PUBLIC WORKS
P.O. Box 3207-00100, NAIROBI.

P.O. Box 90121 - 00100, Nairobi, Kenya
Tel: +254-020-2215211, 2215798
Cell: 0728-603581, 0728-603582
Fax: +254-020-340049/224156
E-mail: md@krc.co.ke
Website: www.krc.co.ke



LETTER OF ACCEPTANCE

Ref: MOT/KRC/WB/04/13B

Date: August 16, 2013

M/s Vee Vee Enterprises Ltd
P.O Box 3283 - 00506

NAIROBI

Tel: 0712 652679/ 0712 321032

Email: munyokiibenedict@yahoo.com

Dear Sirs,

This is to notify you that your Bid dated 18th July, 2012 for execution of the Tender No. KRC/MOT/WB/04/13B - Construction and Completion of Relocation Units & Safety Infrastructures at Kibera and Mukuru Nairobi for the Accepted Contract Amount of the equivalent of Kshs.494,948,603.00 (Shillings Four Hundred Ninety Four Million Nine Hundred Forty Eight Thousand Six Hundred Three Cents Sixty Only), inclusive of the specified provisional sum of Kshs.12,000,000.00 and excluding VAT as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by the Corporation.

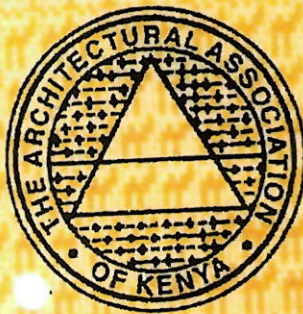
You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms included in Section IX, Annex to the Particular Conditions - Contract Forms of the Bidding Documents.

Yours faithfully,


Alfred Maitheka
Act. MANAGING DIRECTOR

Attachments: Forms

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI



THE ARCHITECTURAL ASSOCIATION OF KENYA
Incorporating Architects, Quantity Surveyors, Engineers, Town Planners and Landscape Architects

CERTIFICATE OF MAKING GOOD DEFECTS

Serial No **1763**

Issue Date... **11TH OCTOBER 2016**
Contract Date... **23RD SEPTEMBER 2013**
Contract Period... **12 MONTHS**
Contract Sum, Kshs... **494,948,603.60**
(EXCL. VAT)

Job No... **KRC/RAP/LOT-B/346/14**
Job Name... **PROPOSED CONSTRUCTION AND COMPLETION OF RELOCATION UNITS & SAFETY INFRASTRUCTURE FOR RELOCATION ACTION PLAN (RAP) AT MUKURU - LOT 1**
Employer's Name... **MINISTRY OF TRANSPORT & INFRASTRUCTURE**
KENYA RAILWAYS CORPORATION
Address... **P.O. BOX 30121 - 00100 NAIROBI**
Contractor's Name... **VEE VEE ENTERPRISES LTD**
Address... **P.O. BOX 3283 - 00506 NAIROBI**

In accordance with clause 41.9/42.4 of the Standard Form of Contract, I/we certify that all the outstanding works and all defects, shrinkages, other faults which appeared during the defects liability period:

The Works/Section of Works, namely:

MAKING GOOD DEFECTS OF 624 NO. RELOCATION UNITS AND ALL ASSOCIATED ELECTRICAL, STRUCTURAL, MECHANICAL AND CIVIL WORKS.

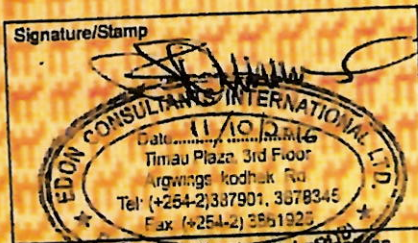
Have been made good to my/our satisfaction, and completed on... **07TH OCTOBER 2016**

I/we declare that the last moiety of the retention moneys deducted under previous certificates, and any other balances due in respect of the thereof be released.

JEREMIAH NDONG
Name of Architect

BORAQS
Registration No.

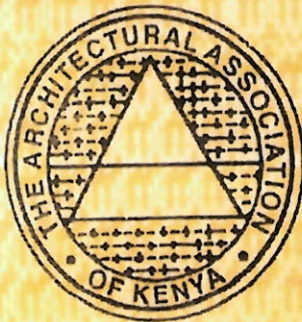
AAK
Membership No.



Copies
- MINISTRY OF TRANSPORT & INFRASTRUCTURE
- KENYA RAILWAYS CORPORATION
- QUANTITY BILL CONSULTANTS
- APCA LTD.
- FERADON ASSOCIATES

This certificate does not absolve the Contractor from any other financial, contractual and legal obligations.

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI



THE ARCHITECTURAL ASSOCIATION OF KENYA

Incorporating Architects, Quantity Surveyors, Engineers, Town Planners and Landscape Architects

CERTIFICATE OF PRACTICAL COMPLETION

Serial No **3240**

Issue Date **13TH MAY 2015**

Contract Date **13/09/2013**

Contract Period **12 MONTHS**

Contract Sum, Kshs. **494,948,603.60**
(EXCL. VAT).

Job No. **KRC/RAP/LOT B/346/14**

Job Name **PROPOSED CONSTRUCTION AND COMPLETION OF
RELOCATION UNITS + SAFETY INFRASTRUCTURE FOR
RAILWAYS RELOCATION PLAN (RAP) AT MUKURU - LOT B
MOT/KRC/WB/04/138**

Employer's Name **MINISTRY OF TRANSPORT /
KENYA RAILWAYS CORPORATION**

Address **P.O. BOX 30121 - 00100 NAIROBI**

Contractor's Name **VEE VEE ENTERPRISES LTD.**

**P.O. BOX 3283 - 00506
NAIROBI**

In accordance with Clause 41.2/42.2 of the Standard Form of Contract, I/we certify that subject to the making good of any outstanding defects, shrinkages and other faults which appear during the defects liability period;

The Works/Section of Works, namely;

- (1) **CONSTRUCTION AND COMPLETION OF RELOCATION UNITS + SAFETY INFRASTRUCTURE FOR RAP AT MUKURU - LOT B**
- (2) **ASSOCIATED ELECTRICAL WORKS**
- (3) **ASSOCIATED PLUMBING WORKS**
- (4) **ASSOCIATED CIVIL WORKS**

Were completed under my/our supervision in accordance with the contract specifications, and taken into possession on **(TO BE DECIDED BY CLIENT)**

And in relation to the said works, the defects liability period will expire on **20/02/2016**

We declare that first moiety of retention moneys deducted under previous certificates in respect of the said Works/Section of Works thereof be released.

J. E. O. Ndungu

Name of Architect

ASIS

BORAQS

Registration No.

741

AAK

Membership No.

Signature/Stamp



Copies

- MINISTRY OF TRANSPORT / KENYA RAILWAYS CORPORATION
- QUANTI-BILL CONSULT CO. LTD.
- APCA LTD.
- PERADON ASSOCIATES LTD.

This certificate does not absolve the Contractor from any other financial or legal obligations.

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI



MAASAI MARA UNIVERSITY

P.O. Box 861, NAROK.
Tel: 020 2066042
020 8081874

e-mail: vcmmu@gmail.com

OFFICE OF THE VICE-CHANCELLOR

REF: MMUVCT/42

1st March 2013

VEE VEE ENTERPRISES LIMITED
P.O. BOX 3283 - 00506,
NAIROBI

Dear Sir,

RE: NOTIFICATION OF AWARD

PROPOSED COMPLETION OF WOMEN HOSTEL
TENDER NO. NUC /054/2012-2013

I am pleased to inform you that your tender amounting to Kenya Shillings three hundred and thirty six million only (KES 336,000,000) is hereby accepted, subject to there being no appeal in the ensuing fourteen (14) days from the date of this letter, in line with the provisions of Clause 93 of the Public Procurement Regulations.

The Contract Documents are in the course of preparation and will be ready for your signature after the said 14 days. You will be required to provide an acceptable Performance Bond and approved works program before the contract is signed.

The Maasai Mara University Architect is hereby appointed as the Project Manager for this project and note that you will be required to communicate with him on all matters related to this contract.

The duration of this contract will be one hundred and fifty six weeks (156 weeks) calendar weeks, from the date of commencement, which will be communicated to you by the Project Manager.

Please communicate with the project manager immediately and thereafter on all matters relating to this contract.

Yours Sincerely


PROF. DAVID K. STREM
AG. VICE CHANCELLOR

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

CERTIFICATE OF PRACTICAL COMPLETION**ANNEX 8R**

From: Team Leader Ref: D106/9973A/VOL.1/84 Date: 31st August, 2016	To: Works Secretary, State Department of Public Works, MOTHAUD P.O. Box 30743-00100 NAIROBI
--	--

Detail of works		
WP ITEM NUMBER		
D106	RV/NRK	1401
Description of the Job. PROPOSED WOMEN HOSTEL AT MAASAI MARA UNIVERSITY		
Ministry /Agency MAASAI MARA UNIVERSITY		
VOTE PROV NO		
Contract Number 9973A		
Name / Address of Contractor M/s Vee Vee Enterprises Ltd, P.O. Box 3283 - Nyayo Stadium, Nairobi		

Completion of Building Works	
Delete (a) or (b). (a) The Contracts works (b) The part of the works here listed	
are now complete to my satisfaction, subject to the items noted overleaf and are ready to be handed over to the Client Ministry.	
Date <u>14/10/2016</u>	Clerk Of Works <u>[Signature]</u>
Date <u>14/10/2016</u>	Deputy TL (A) <u>[Signature]</u>

Completion of Mechanical/Electrical works/Civil works/Structural Works	
The above works have been completed and tested to my satisfaction.	
Date <u>14/10/2016</u>	Deputy Team Leader (E) <u>[Signature]</u>
Date <u>14/10/2016</u>	Deputy Team Leader (M) <u>[Signature]</u>
Date <u>14/10/2016</u>	Deputy Team Leader (S) <u>[Signature]</u>

Release of Retention and Surety Bond	
Att: Deputy Team Leader (QS) and Contracts Register Office	
The First Moiety of the Retention and the Surety Bond may now be released.	
Date <u>21 OCT 2016</u>	Team Leader <u>[Signature]</u>
Copies: Contractor, Client, HoDs, Deputy Team Leader (QS), FPU and CRO	
AL10/77 GPK(L)	

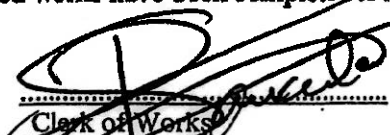




VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

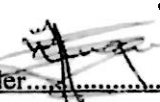


CERTIFICATE OF MAKING GOOD DEFECTS

From: Team Leader Ref: D106/9973A/VOL.1/93 Date:	To: Works Secretary, State Department of Public Works, MOTIH&UD P.O. Box 30743-00100 NAIROBI
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Detail of works				
WP ITEM NUMBER			Description of the Job.	Ministry /Agency
D106	RV/NRK	1401		
VOTE			PROV	NO
Contract Number			Name / Address of contractor	
9973A			M/s Vee Vee Enterprises Ltd, P.O. Box 3283 - Nyayo Stadium, Nairobi.	

Certification	
Defects on the above works were completed by M/s Vee Vee Enterprises Ltd on <u>5th OCT. 2017</u>	
1. Defects on Builders works on the above mentioned works have been completed to my satisfaction.	
Date... <u>5/10/17</u>	 Clerk of Works
Date... <u>5/10/2017</u>	 Deputy Team Leader(Str)
Date... <u>05/10/2017</u>	 Deputy Team Leader(Civil)
2. The defects on the Mechanical/Electrical installation on the above mentioned works have been completed and tested to my satisfaction.	
Date... <u>05/10/2017</u>	 Deputy Team Leader(B)
Date... <u>05/10/2017</u>	 Deputy Team Leader(M)

Release of Retention	
Att: Deputy Team Leader(QS) and Contracts Register Office The second moiety of the retention may now be released.	
Date... <u>5th OCT. 2017</u>	 Team Leader

Copies: Principal Secretary, Client, Contractor, Project File, HoDs, Forward Planning Unit

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00505
NAIROBI

HANDING OVER CERTIFICATE

From: Team Leader
Ref: D106/9973A/VOL.1/85
Date: 31st August, 2016

To: Works Secretary,
State Department of Public Works,
MOTIH&UD
P.O. Box 30743-00100
NAIROBI

Detail of works

WP ITEM NUMBER			Description of the Job.	Ministry /Agency
D106	RV/NRK	1401		
VOTE	PROV	NO	PROPOSED WOMEN HOSTEL AT MAASAI MARA UNIVERSITY	MAASAI MARA UNIVERSITY
Contract Number 9973A			Name / Address of contractor M/s Vee Vee Enterprises Ltd, P.O. Box 3283 - Nyayo Stadium, Nairobi.	

Utilities**Electricity Meter Reading**

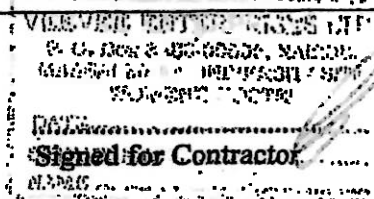
N/A

Water Meter Reading

N/A

Handing Over**The above works were handed over by :-**

31/08/2016.....
Date

**The above Works were taken over by:-**

31/8/2016.....
Date

Signed for Client Department**Remarks****Certification**

Certified that the above buildings/works were taken over by the
Client Department on

.....
.....

Date 28 OCT 2016..... Team Leader.....

Copies: Principal Secretary, Contractor, Client, CRO, Forward Planning Unit, Project File

Note: Attach Schedule of Keys, Contractor's Confidential Report and Registration Form of the Project.

VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

COFFEE RESEARCH FOUNDATION

TELEPHONE: 020 - 2029390/7133
FAX: 020 - 2044923
CELL PHONE: 0733-333 080/0724-527 611

COFFEE RESEARCH STATION
P.O. Box 3283 - 00506 RUIRU
KENYA
E-mail: info@crf.co.ke
10th June 2013



When replying please quote

Our Ref: **CRF/PRO/CON/W2/2012-2013**

Your Ref:

Date:

LETTER OF NOTIFICATION OF AWARD

To: **M/S VEEVEE ENTERPRISES LTD**
P.O BOX 3283-00506
NAIROBI

Dear Sir/Madam

RE: Tender No. **CRF/W2/2012-2013**

Tender Name: **PROPOSED BUILDING OF HOSTEL AT KENYA COFFEE COLLEGE - RUIRU**

This is to notify you that the above mentioned tender amounting to **KSh. 118,516,621.00** (One hundred and Eighteen million, Five hundred and Sixteen thousand Six hundred and Twenty one) inclusive of VAT has been awarded to you subject to there being no appeal in the ensuing (14) days from the date of this letter.

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

Victor Kobin
FOR: DIRECTOR OF RESEARCH

VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

CERTIFICATE OF PRACTICAL COMPLETION

From: Project Manager MINISTRY OF LAND, HOUSING & URBAN DEVELOPMENT DIRECTORATE OF PUBLIC WORKS P.O. Box 189-00900 KIAMBU REF DATE: 25/03/2015	To: CHIEF ARCHITECT MINISTRY OF LAND, HOUSING & URBAN DEVELOPMENT DIRECTORATE OF PUBLIC WORKS P.O. BOX, 30743-00100 NAIROBI
--	---

Details of Works			
WP Item number		Description of Job PROPOSED HOSTEL BLOCK AT COFFEE RESEARCH FOUNDATION	Ministry/Agency MINISTRY OF AGRICULTURE
Vote	Prov. No.		
Contract Number		Name/Address of Contractor M/S YEE YEE Enterprises Ltd P.O. Box 3283-00506 Nairobi	

Completion of Building Works

Delete (a) or (b)


(a) The contract works
 (b) The part of the works here listed
 are now completed to my satisfaction, subject to the items noted overleaf and are ready to be handed over to client Ministry.

Date : 25/03/2015


A.K. Ngugi
 Building supervisor (M.O.W. or Consu
Completion of Mechanical/Electrical Works

The Mechanical / Electrical Installations on the above works have been completed and tested to my satisfaction.

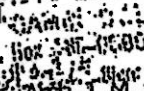
Date : 25/03/2015


S.M. KIHARA
 M/E Supervisor (MOW or Consu
Release of Retention and Surety Bond

ATT: Job QS and Contracts Register Offices.

The first moiety of the retention and the surety bond may now be released.

Date : 25/05/2015


A.M. Machai
 PROJECT MANAGER / CONS
VEEVEE ENTERPRISES LTD.

P.O. BOX 3283 - 00506

Copies: Building and M/E Supervisors
NAIROBI

HANDING OVER CERTIFICATE

FROM: Project Manager, MINISTRY OF LANDS, HOUSING & URBAN DEVELOPMENT DIRECTORATE OF PUBLIC WORKS P.O. Box 189-00900 Kiambu REF : DATE: ... 25-03-2015...	TO: CHIEF ARCHITECT MINISTRY OF LANDS, HOUSING & URBAN DEVELOPMENT DIRECTORATE OF PUBLIC WORKS, P.O. BOX, 30743-00100 NAIROBI
--	--

Details of Works.			Description of Job:	Ministry/Agency.
WP Item number				
Vote	Prov.	No.	PROPOSED HOSTEL BLOCK AT COFFEE RESEARCH FOUNDATION	MINISTRY OF AGRICULTURE
Contract Number			Name/Address of Contractor.	
			M//S VEE VEE Enterprises Ltd P.O. Box 3283-00506 Nairobi	

Utilities	
Electricity Meter Reading	Water Meter Reading

Handing Over	
The above works were handed over by:- <u>25-03-2015.</u> Date	VEE VEE ENTERPRISES LIMITED BUILDING & CONTRACTORS P. O. Box 3283, Nairobi Signed for Contractor
The above works were taken over by:- <u>25-03-2015.</u> Date	Signed for Head of Client Department

Remarks
See attached schedules of keys, fittings and furniture*
*Delete as necessary

Certification	
Certified that the above buildings were taken over by the Client Department on	
<u>25-03-2015-</u> Date	J. M. Wanjau PROJECT MANAGER/CONSULTANT

Copies: Provincial Engineer (Where CA or CON is DR)

Contractor
Client Department
Project File

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI

ANNEX 8T



THE KENYA POLYTECHNIC UNIVERSITY COLLEGE

A CONSTITUENT COLLEGE OF THE UNIVERSITY OF NAIROBI

Office of the Principal

Prof. Dr.-Ing. F.W.O. Adulo

Hale Selenge Avenue,
P.O. Box 52428, Nairobi, 00200
Tel +254 (020) 343672, 2249774, 2251300, 341699

Fax: 2219689
Email: principal@kenpoly.ac.ke
Website: www.kenpolytechnic.ac.ke

M/S Vee Vee Enterprises Limited
Building & Civil Contractors,
P.O. Box 3283,
Nyayo Stadium - NAIROBI

29th November 2011

RE: NOTIFICATION OF AWARD

Tender No: KPUC/T17/2011/2012

Tender Name: Proposed Studios, Computer Labs, Classrooms and Offices
(Block 'S')

This is to notify you that following your Tender dated 13th October 2011, for proposed Studios, Computer Labs, Classrooms and Offices (Block 'S') at the University College it has been recommended that you be awarded the tender at the total cost of Kshs. 113,293,338.24 (Shillings One hundred and thirteen million two hundred ninety three thousand three hundred eight eight and twenty four cents) only.

Please acknowledge receipt of this letter of notification signifying your acceptance by 2nd December 2011.

Authority to commence the works and deliver the same within 60 weeks as stated in your technical proposal will be granted to you upon receipt of your letter of acceptance and the signing of the agreement both of which shall form part of the contract documents for this project and a performance bond of worth 2.5% of the total contract sum.

The contract agreement drawn by the Kenya Polytechnic University College as the "procuring entity" will be ready within 14 days for your signature as the "Tenderer".

In the meantime you may contact our Infrastructure Manager for any clarification on this matter.

Prof. Dr.-Ing. F.W.O. Adulo
Principal


VEEVEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI



THE ARCHITECTURAL ASSOCIATION OF KENYA
Incorporating Architects, Quantity Surveyors, Engineers, Town Planners and Landscape Architects

CERTIFICATE OF MAKING GOOD DEFECTS

Job No. DA/BLOCK 5/TUK/01
Job Name PROPOSED RESECTION OF
BLOCK 5
Employer's Name TECHNICAL UNIVERSITY OF
KENYA
Address P.O. BOX 52428 - 00200 NBI
Contractor's Name M/S VEE VEE
ENTERPRISES LTD
Address P.O. BOX 3283 - 00100 NBI
Serial No **806**
Issue Date 21/5/2014
Contract Date 17/1/2012
Contract Period 60 WEEKS
Contract Sum, Kshs 113,293,388.24

In accordance with clause 41.9/42.4 of the Standard Form of Contract, We certify that all the outstanding works and all defects, shrinkages, and other faults which appeared during the defects liability period;

The Works/Section of Works, namely:

1. Provide base-reel & dry-riser sleeves
2. Block lift shaft doors with timber
3. Complete all structural walls at staircase
4. Clear site of debris

have been made good to my/our satisfaction, and completed on 20/5/2014

We declare that the last moiety of the retention moneys deducted under previous certificates, and any other balances due in respect of the said works hereof be released.

REUBEN N.K. KABBAY

Name of Architect

A942

BORAGS

Registration No.

A1997

AAK

Membership No.

Signature/Stamp

Copies to: Technical University
of Kenya

2. Ecospace Consultants

3. Meco Consultants

4. Ochieng Abusodie &

Associates

This certificate does not absolve the Contractor from any other financial/contractual obligations.

VEE VEE ENTERPRISES LTD.
P. O. BOX 3283 - 00506
NAIROBI