



**MINISTRY OF LANDS, PUBLIC WORKS,  
HOUSING AND URBAN DEVELOPMENT**  
*PUBLIC WORKS*

**TENDER DOCUMENT**

**BILL OF QUANTITIES**

**FOR THE PROPOSED 6NO. STANDARD STOREY**

**CLASSROOM AT**

**NDAMICHONIC PRIMARY SCHOOL**

**IN CHEPALUNGU CONSTITUENCY**

**PREPARED BY:**

**TENDER No. CHEP/NG-CDF/CL/04/2024-2025.**

**REGIONAL WORKS OFFICE,  
PUBLIC WORKS,P O BOX 180,  
BOMET.**

**APRIL, 2024.**

# CHEPALUNGU CONSTITUENCY

## CONSTRUCTION OF CLASSROOM

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REPUBLIC OF KENYA

Supplied as part of the Contract for PROPOSED CONSTRUCTION OF 6NO CLASSROOMS STOREY  
TENDER NO. CHEP/NG-CDF/CL/04/2024-2025

Prepared by :-

Quantities and Contracts Department,

Public Works,

P.O Box 180

BOMET

The contract for the above works entered into this \_\_\_\_\_ day of \_\_\_\_\_  
20 \_\_\_\_\_ by the undersigned refers to these Bills of Quantities and the Ministry of Public Works  
General Specifications dated March 1976 (together with any amendments issued thereto) which shall  
be read and construed as part of the said Contract.

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CONTRACTOR

CEO

NG - CDF

Date \_\_\_\_\_

Date \_\_\_\_\_

SPECIAL NOTES

The contractor is required to check the numbers of pages of these Bills of Quantities and should he  
find any missing or in duplicate or figures indistinct, he must inform the District Works Officer, SOTIK  
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 District Works Officer, in order that the correct meaning may be  
decided before the date for submission of the tender.

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.

STANDARD TENDER DOCUMENTS

INSTRUCTIONS TO TENDERERS

REPUBLIC OF KENYA

STANDARD TENDER DOCUMENT

FOR

PROCUREMENT OF WORKS

(BUILDING AND ASSOCIATED CIVIL ENGINEERING WORKS)

PUBLIC PROCUREMENT OVERSIGHT AUTHORITY (PPOA)

P.O. BOX 30007 - 00200,

NAIROBI

(REVISED OCTOBER 2006)

## INTRODUCTION

- 1.1** This standard tender document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of works (i.e. Buildings and associated Civil Engineering works)
- 1.2** The following guidelines should be observed when using the document; -
- (a)** Specific details should be furnished in the tender notice and in the special conditions of contract (where applicable). The tender document issued to tenderers should not have blank spaces or options.
  - (b)** The instructions to tenderers and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through Appendix to instructions to tenderers and special conditions of contract respectively.
- 1.3** Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable prospective tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements  
The invitation to tender shall be as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have been prequalified following a request for prequalification.
- L4 The cover of the tender document should be modified to include:-
- II.** Tender number.
  - III.** Tender name.
  - IV.** Name of procuring entity.
  - V.** Delete name and address of PPOA.

## INVITATION FOR TENDERS

Tender reference No. CHEP/NG-CDF/CL/04/2024-2025

Tender Name

### PROPOSED CONSTRUCTION TO COMPLETION WORKS FOR 6 STOREY CLASSROOM

- 1.1 The NG - CDF invites sealed tenders for the construction of PROPOSED CONSTRUCTION TO COMPLETION 6NO CLASSROOM STOREY WORKS AT Ndamichonik Primary school
- 1.2 Interested eligible candidates may obtain further information and inspect tender document (and additional copies) at (FUNDS ACCOUNT MANAGER, P.O. Box 56-20405 Sigor CHEPALUNGU constituency during normal working hours
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fee of Kshs 1,000 in cash or Bankers Cheque payable to \*\* FUND ACCOUNT MANAGER, P.O. Box 56-20405 SIGOR.
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for (120) days from the closing date of tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at the FUND ACCOUNT MANAGER's Office, CHEPALUNGU so as to be received on or before day of 16<sup>th</sup>, April 2025 at 10.00 a.m.

1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at the FUND ACCOUNT MANAGER's Office, CHEPALUNGU NG - CDF

## INSTRUCTIONS TO TENDERERS.

### General/Eligibility/Qualifications/Joint Venture/Cost of Tendering

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful tenderer will be expected to complete the Works by the Intended Completion Date specified in the tender documents.
- 1.2 All tenderers shall provide the Qualification Information, a statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or has not been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender.
- 1.3 All tenderers shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 1.4 In the event that pre-qualification of potential tenderers has been undertaken, only tenders from pre-qualified tenderers will be considered for award of Contract. These qualified tenderers should submit with their tenders any information updating their original pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission.
- 1.5 Where no pre-qualification of potential tenderers has been done, all tenderers shall include the following information and documents with their tenders, unless otherwise stated:
  - (a) Copies of original documents defining the constitution or legal status,

Place of registration, and principal place of business; written power of attorney of  
The signatory of the tender to commit the tenderer:

- (b)** Total monetary value of construction work performed for each of the last five Years:
- (c)** experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;
- (d)** Major items of construction equipment proposed to carry out the Contract and an undertaking that they will be available for the Contract.
- (e)** Qualifications and experience of key site management and technical Personnel proposed for the Contract and an undertaking that they shall be available for the Contract.
- (f)** Reports on the financial standing of the tenderer, such as profit and loss statements and Auditors reports for the past five years;
- (g)** Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h)** Authority to seek references from the tenderer's bankers;
- (i)** Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and
- (j)** Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

1.6 Tenders submitted by a joint venture of two or more firms as partners shall comply with the

Following requirements, unless otherwise stated;

- (a)** The tender shall include all the information listed in clause 1.5 above for each joint venture Partner;
- (b)** The tender shall be signed so as to be legally binding on all partners;
- (c)** all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (d)** one of the partners will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of all partners of the joint Venture; and

**(e)** the execution of the entire Contract, including payment, shall be done exclusively with the Partner in charge.

1.7 To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria;

**(a)** annual volume of construction work of at least 2.5 times the estimated annual cash flow for the Contract;

**(b)** experience as main contractor in the construction of at least two works of a nature and complexity equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete); **(c)** proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;

**(d)** a Contract manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as

Manager; and

**(e)** liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 4 months of the estimated payment flow under this Contract

1.8 The figures for each of the partners of a joint venture shall be added together to determine the tenderers compliance with the minimum qualifying criteria of clause 1.7 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.7 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint ventures tender. Subcontractors experience and resources will not be taken into account in determining the tenderers compliance with the qualifying criteria, unless otherwise stated.

1.9 Each tenderer shall submit only one tender, either individually or as a partner in a joint venture. A tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the tenderers participation to be disqualified.

1.10 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs

- 1.11 The tenderer, at the tenderers own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderers own expense.
- 1.12 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.13 The price to be charged for the tender document shall not exceed Kshs.5,000/-
- 1.14 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## 2. Tender Documents

**2.1** The complete set of tender documents comprises the documents listed below and any

Addenda' issued in accordance with Clause 2.4.

- (a)** These Instructions to Tenderers
- (b)** Form of Tender and Qualification Information
- (c)** Conditions of Contract
- (d)** Appendix to Conditions of Contract
- (e)** Specifications
- (f)** Drawings
- (g)** Bills of Quantities
- (h)** Forms of Securities

22 The tenderer shall examine all Instructions, Forms to be filled and Specifications in the tender documents. Failure to furnish all information required by the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderers risk and may result in rejection of his tender.

**2.3** A prospective tenderer requiring any clarification of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will only respond to requests for clarification received earlier than seven days prior to the deadline for submission of tenders. Copies of the Employers response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

**2.4** Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all tenderers. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.

**2.5** To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders, in accordance with Clause 4.2 here below.

## Preparation of Tenders

**3.1** All documents relating to the tender and any correspondence shall be in English Language.

**3.2** The tender submitted by the tenderer shall comprise the following:

- (a)** These Instructions to Tenderers, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications;
- (b)** Tender Security;
- (c)** Priced Bill of Quantities;
- (d)** Qualification Information Form and Documents;
- (e)** Alternative offers where invited; and
- (f)** Any other materials required to be completed and submitted by the tenderers.

**3.3** The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause relevant to the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the tenderer.

**3.4** The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.

**3.5** The unit rates and prices shall be in Kenya Shillings.

**3.6** Tenders shall remain valid for a period of sixty (60) days from the date of submission. However, in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers responses shall be made in writing. A tenderer may refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with Clause 3.7 - 3.11 in all respects.

**3.7** The tenderer shall furnish, as part of the tender, a Tender Security for the amount specified in the invitation to tender. This shall be in the form of a bank draft or a bank guarantee from an established and reputable bank approved by the Employer.

- 3.8** The format of the Tender Security should be in accordance with the form of Tender Security included in Section G - Standard forms or any other form acceptable to the Employer. Tender Security shall be valid for 30 days beyond the validity of the tender.
- 3.9** Any tender not accompanied by an acceptable Tender Security shall be rejected. The Tender Security of a joint venture must define as Tenderer all joint venture partners and list them in the following manner: a joint venture consisting of ".....", "....." and " "
- 3.10** The Tender Securities of unsuccessful tenderers will be returned within 28 days of the end of the tender validity period specified in Clause 3.6.
- 3.11** The Tender Security of the successful tenderer will be discharged when the tenderer has signed the Contract Agreement and furnished the required Performance Security.
- 3.12** The Tender Security may be forfeited
- (a)** (if the tenderer withdraws the tender after tender opening during the period of tender validity;
  - (b)** if the tenderer does not accept the correction of the tender price, pursuant to Clause 5.7;
  - (c)** In the case of a successful tenderer, if the tenderer fails within the specified time limit to
  - (d)** ((i) sign the Agreement, or  
(ii) furnish the required Performance Security.
- 3.13** Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. Alternatives will not be considered, unless specifically allowed in the invitation to tender. If so allowed, tenderers wishing to offer technical alternatives to the requirements of the tendering documents must also submit a tender that complies with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. In addition to submitting the basic tender, the tenderer shall provide all information necessary for a complete evaluation of the alternative, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tender conforming to the basic technical requirements shall be considered.
- 3.14** The tenderer shall prepare one original of the documents comprising the tender documents as described in Clause 3.2 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked ORIGINAL. In addition, the tenderer shall submit copies of the tender, in the

number specified in the invitation to tender, and clearly marked as COPIES. In the event of discrepancy between them, the original shall prevail.

**3.15** The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the tenderer, pursuant to Clause 1.5 (a) or 1.6 (b), as the case may be. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

## Submission of Tenders

**4.1** The tenderer shall seal the original and all copies of the tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as ORIGINAL and COPIES as appropriate. The inner and outer envelopes shall:

- (a) (be addressed to the Employer at the address provided in the invitation to tender;
- (b) bear the name and identification number of the Contract as defined in the invitation to tender; and
- (c) provide a warning not to open before the specified time and date for tender opening.

**4.2** Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender. However, the Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Sub-Clause 2.5 in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.

**4.3** Any tender received after the deadline prescribed in clause 4.2 will be returned to the tenderer un-opened.

**4.4** Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 4.2. Each tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 3.13 and 4.1, with the outer and inner envelopes additionally marked MODIFICATION and WITHDRAWAL, as appropriate. No tender may be modified after the deadline for submission of tenders.

**4.5** Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended pursuant to Clause 3.6 may result in the forfeiture of the Tender Security pursuant to Clause 3.11.

**4.6** Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with Clause 4.4 or be included in the original tender submission.

## Tender Opening and Evaluation

**5.1** The tenders will be opened by the Employer, including modifications made pursuant to Clause 4.4, in the presence of the tenderers representatives who choose to attend at the time and in the place specified in the invitation to tender. Envelopes marked WITHDRAWAL shall be opened and read out first. Tenderers and Employers representatives who are present during the opening shall sign a register evidencing their attendance.

**5.2** The tenderers names, the tender prices, the total amount of each tender and of any alternative tender (if alternatives have been requested or permitted), any discounts, tender modifications and withdrawals, the presence or absence of Tender Security, and such other details as may be considered appropriate, will be announced by the Employer at the opening. Minutes of the tender opening, including the information disclosed to those present will be prepared by the Employer.

**5.3** Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of Contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employers officials, processing of tenders or award decisions may result in the rejection of his tender.

**5.4** To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with Clause 5.7.

**5.5** Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (a) meets the eligibility criteria defined in Clause 1.7;

(b) has been properly signed;

(c) is accompanied by the required securities; and

(d) is substantially responsive to the requirements of the tendering documents.

A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation.

A material deviation or reservation is one

**(a)** which affects in any substantial way the scope, quality, or performance of the works;

**(b)** which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderer's obligations under the Contract; or

**(c)** whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

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

**5.7** Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:

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

**(b)** where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.

**(c)** In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.

**(d)** The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected Builders Work (i.e. Corrected tender sum less P.C. and Provisional Sums)

**(e)** The Error Correction Factor shall be applied to all Builders Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

**(f)** The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.11.

**5.8** The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 5.5,

**5.9** In evaluating the tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:

(a) (making any correction for errors pursuant to clause 5.7;  
(b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day works where priced competitively.

(c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with clause 3.12; and

(d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with clause 4.6

**5.10** The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in tender evaluation.

**5.11** The tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

**5.12** Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a non-indigenous sub-contractor.

## Award of Contract

- 6.1** Subject to Clause 6.2, the award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be (a) eligible in accordance with the provision of Clauses 1.2, and (b) qualified in accordance with the provisions of clause 1.7 and 1.8.
- 6.2** Notwithstanding clause 6.1 above, the Employer reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.
- 6.3** The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the Letter of Acceptance) will state the sum (hereinafter and in all Contract documents called the Contract Price) that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- The contract shall be formed on the parties signing the contract.
- 6.4** The Agreement will incorporate all agreements between the Employer and the successful tenderer. Within 14 days of receipt the successful tenderer will sign the Agreement and return it to the Employer.
- 6.5** Within 21 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in the amount stipulated in the Appendix to Conditions of Contract and in the form stipulated in the Tender documents. The Performance Security shall be in the amount and specified form
- 6.6** Failure of the successful tenderer to comply with the requirements of clause 6.5 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.
- 6.7** Upon the furnishing by the successful tenderer of the Performance Security, the Employer will promptly notify the other tenderers that their tenders have been unsuccessful.
- 6.8** Preference where allowed in the evaluation of tenders shall not be allowed for contracts not exceeding one year (12 months)

**6.9** The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

**6.10** The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

**6.11** Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

**6.12** Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.

**6.13** Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

**6.14** The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

**6.15** The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

**6.16** A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## Corrupt and Fraudulent practices

- 7.1 The procuring entity requires that tenderers observe the highest standards of ethics during procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

## CONDITIONS OF CONTRACT

### ***Clause No. 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 Contractors Tenders 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.

Drawings include calculations and other information provided or approved by the Project Manager 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 (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 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.

### ***Clause No. 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,
  - (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.

### ***Clause No. 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.

**Clause No. 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.

**Clause No. 5; Delegation**

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

**Clause No. 6; Communications**

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

**Clause No. 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.

**Clause No. 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 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.

**Clause No. 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.

**Clause No. 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.

**Clause No. 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.

**Clause No. 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.

**Clause No. 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.

**Clause No. 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.

**Clause No. 15: Access to Site**

5.1 The Contractor shall allow the Project Manager and any other person authorized by the Project Manager, Excess 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.

**clause No. 16: Instructions**

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

***Clause No. 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

***Clause No. 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.

***Clause No. 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.

*Pause No. 20: Defects*

**20.1** The Project Manager shall inspect the Contractors work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractors responsibilities. The Project Manager may instruct the Contractor to search for a defect and to uncover and test any Work that the Project Manager considers may have a defect. 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.

*Clause No. 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.

## *Clause No. 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.
- 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.

**Clause No. 23; Payment Certificates, Currency of Payments and Advance Payments**

- 23.1** 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.
- 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 moved from Site without the Project Manager's 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 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
- 23.4** 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.
- 23.5** 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.
- 23.6** 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.

**23.7** 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:

$$R = \frac{A(xI - x11)}{80-20}$$

Where:

- R = the amount to be reimbursed
- A = the amount of the advance which has been granted
- XI - 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%.
- XII = the amount of the previous cumulative payments as a percentage of the 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.

pause No. 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 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.
- (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they caused 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.

**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 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.

**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 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.

**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 Manager.

**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 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.

***Clause No. 25; Price Adjustments***

**25.1** 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.

**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 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.

**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 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.

**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 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 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.

#### ***Clause No. 26; Retention***

26.1 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.

***Clause No. 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 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 23.30

***Clause No. 28; Securities***

28.1 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.

***Clause No. 29; Day works***

**29.1** If applicable, the Day works 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.

**29.2** All work to be paid for as Day works 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.

**29.3** The Contractor shall be paid for Day works subject to obtaining signed Day works forms.

*Clause No. 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 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.

**30.5** 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 U 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 an insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

***Clause No. 31; Completion and Taking over***

31.1 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.

**Clause No. 32; Final Account**

32.1 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.

**Clause No. 33; Termination**

**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 Manager;
- (b)** the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- (c)** the 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.

**33.2** 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 33.1 above, the Project Manager 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 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.

*Clause No. 34; Payment upon Termination*

- 34.1** 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.
- 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 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.
- 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 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 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.

***Clause No. 35; Release from Performance***

35.1 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.

***Clause No. 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 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 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.

**Clause No. 37: Settlement of disputes**

**37.1** 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 disputes 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 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 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 Manager upon the said person ceasing to act.
- 37.5.2** Whether or not the issue of an instruction by the Project Manager 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.

APPENDIX TO CONDITIONS OF CONTRACT

The Appendix to the conditions of Contract will be filled in as follows: -The Employer is;

Name: NG – CDF CHEPALUNGU

Address: P.O. Box 56 Sigor

Telephone:

The Project Manager is;

Name: County Works Officer Bomet

Address: Public Works,

P.O. Box...,BOMET.

Telephone:

The name (and identification number) of the Contract is;

PROPOSED COMPLETION WORKS FOR .....

The works consist of;

COMPLETION OF CLASSROOM BLOCK AS PER

DRAWINGS,SPECIFICATIONS AND BILLS OF

QUANTITIES.

The start date shall be;

AGREED WITH THE PROJECT MANAGER

The Intended Completion Date for the whole of the works shall be; 42 WEEKS FROM

COMMENCEMENT DATE

The following documents also form part of the Contract;  
AS LISTED IN CLAUSE 2.1 OF THE CONDITIONS OF CONTRACT  
The Contractor shall submit a revised program for the works within 14 days of delivery of  
the letter of Acceptance.

The Site Possession Date shall be;  
AGREED WITH THE PROJECT MANAGER  
The Site is located in; CHEPALUNGU  
The Defects Liability period is 180 days  
Other Contractors, utilities etc., to be engaged by the Employer on the Site

Copyright: Chief Quantity Surveyor

Include those for the execution of;

1. PLUMBING AND DRAINAGE WORKS

2. ELECTRICAL WORKS

The minimum insurance covers shall be

1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractors faulty design is \_\_\_\_\_NIL” \_\_\_\_\_ Kenya Shillings

2. The minimum cover for loss or damage to Equipment is \_\_\_\_\_NIL” \_\_\_\_\_ Kenya Shillings

3. The minimum for insurance of other property is \_\_\_\_\_500,000.00- Kenya Shillings

4. The minimum cover for personal injury or death insurance

•For the Contractors employees is \_\_\_\_\_500,000.00\_ Kenya Shillings

•And for other people is \_\_\_\_\_1,000/000.00\_ Kenya Shillings The

following events shall also be Compensation Events:

1. NON OTHER THAN AS DEFINED IN THE CONDITIONS OF CONTRACT

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

The period between Program updates is \_\_\_\_\_14\_\_\_\_ days

The amount to be withheld for late submission of an updated Program is FULL CERTIFICATE

The proportion of payments retained is \_\_\_\_\_10\_\_\_\_percent of the contract sum.

The Price Adjustment Clause;

SHALL NOT APPLY

The liquidated damages for the whole of the Works is Kshs. 10,000.00(Per week)

The Performance Security shall be for the following minimum amounts equivalentas a percentage of the Contract

Price— 5— percent (%)

The Completion Period for the Works is 42 [Weeks]  
The rate of exchange for calculation of foreign currency payments is;

**SHALL NOT APPLY.**

The schedule of basic rates used in pricing by the Contractor is as:  
**ISSUED BY THE JOINT BUILDING COUNCIL (KENYA) THIRTY DAYS BEFORE THE DATE OF SUBMISSION OF TENDERS.**

Advance Payment;'

**. SHALL NOT APPLY.**

The Bidder should submit ONLY ONE (1 NO,) ORIGINAL COPY of the Bills of Quantities and not Two (2! No.) as -indicated in clause 4.1 of the Instructions ToTenderers

**Amount of Tender Security is Kshs 100,000.00**

(Note; This amount should be between one (1) percent and three (3) percent of thevalue of the Works)

The name and Address of the Employer for the purposes of submission of tenders

.....

The tender opening date and time is ..... *(insert tender opening time}* on  
..... day of ..... *insert date of tender opening)*

The amount of performance security is Kshs. .... [—5— percent (%) of  
Contract Price] .

(Note: the Employer must select the form of performance security to be accepted.A bank guarantee of between five (5) and ten (10) percent is acceptable. A performance bond on the other hand from an insurance company may be of up tothirty (30) percent of the Contract Price).

**DRAWINGS**

## STANDARD FORMS

**(i)** Form of Invitation for Tenders

**(ii)** Form of Tender

**(iii)** Letter of Acceptance<sup>[iv)</sup>

Form of Agreement

**(v)** Form of Tender Security

**(vi)** Performance Bank Guarantee

**(vii)** Performance Bond

**(viii)** Qualification Information

**(ix)** Tender Questionnaire

**(x)** Confidential Business Questionnaire

**(xi)** Details of Sub-Contractors

**(xii)** Letter of Notification of Award

FORM OF INVITATION FOR TENDERS

\_\_\_\_\_ [Date]

To: \_\_\_\_\_ [name of Contractor]

\_\_\_\_\_ [address]

\_\_\_\_\_

\_\_\_\_\_

Dear Sirs:

**Reference:** \_\_\_\_\_ [Contract Name]

You have been prequalified to tender for the above project. We hereby invite you and other prequalified tenderers to submit a tender for the execution and completion of the above Contract.

A complete set of tender documents may be purchased by you from

\_\_\_\_\_

\_\_\_\_\_ [mailing address, cable/telex/facsimile numbers],

Upon payment of a non-refundable fee of Kshs \_\_\_\_\_

All tenders must be accompanied by \_\_\_\_\_ number of copies of the same and a tender security in the form and amount specified in the tendering documents, and must be delivered to

\_\_\_\_\_ [address and location]

at or before \_\_\_\_\_ (time and date). Tenders will be opened immediately thereafter, in the presence of tenderers representatives who choose to attend.

Please confirm receipt of this letter immediately in writing by cable/facsimile or telex. Yours faithfully,

\_\_\_\_\_ Authorised Signature

\_\_\_\_\_ Name and Title

FORM OF TENDER

TO:

FUND ACCOUNT MANAGER

NG - CDF, (Name of Employer)

.....  
\_\_\_\_\_ (Date)

PROPOSED CONSTRUCTION TO COMPLETION OF 6 STOREY CLASSROOM AT CHEPALUNGU CONSTITUENCY  
(Name of Contract)

Dear Sir,

In accordance with 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. \_\_\_\_\_ (amount in figures)  
Kshs \_\_\_\_\_ (Amount in words)

We undertake, if our tender is accepted, to commence the works as soon as is reasonably possible after the receipt of the Project Managers notice commence, and to complete the whole of the works comprised in the contract within the time stated in the Appendix to conditions of contract.

We agree to abide by this tender until \_\_90days after Tender Opening on ..... day of..... 20... and it shall remain binding upon us and may be accepted at any time before that date. 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.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_ Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_  
duly authorized to sign tenders for and on behalf of  
\_\_\_\_\_ (Name of Employer)  
of \_\_\_\_\_ (Address of Employer)

Witness, Name \_\_\_\_\_  
Address \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

LETTER OF ACCEPTANCE

[letterhead paper of the Employer]

\_\_\_\_\_ [date]

To: \_\_\_\_\_ [name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender

dated \_\_\_\_\_

for the execution of \_\_\_\_\_

[name of the Contract and identification number, as given in the Tender documents] for the Contract Price of Kshs.' \_\_\_\_\_ [amount in figures Shillings\_(amount in words)] in accordance with the Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature .....

Name and Title of Signatory .....

Attachment: Agreement

FORM OF AGREEMENT

.....

*Bills of Quantities*

CONSTRUCTION TO COMPLETION OF 6 STOREY CLASSROOM

AGREED CONTRACT SUM KSH.....

FOR AND ON BEHALF OF THE CONTRACTOR/TENDERER

FULL NAME OF THE

CONTRACTOR'S

AUTHORIZED REPRESENTATIVE \_\_\_\_\_

WITNESS

TITLE \_\_\_\_\_ NAME \_\_\_\_\_

BINDING SIGNATURE \_\_\_\_\_ ADDRESS \_\_\_\_\_

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NAME OF THE FIRM \_\_\_\_\_ STAMP -----

-----

FOR AND ON BEHALF OF THE EMPLOYER

WITNESSED BY:

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

TITLE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

BINDING SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

FORM OF TENDER SECURITY

WHEREAS..... (hereinafter called the Tenderer) has submitted his tender dated ..... for the construction of

..... (name of Contract)

KNOW ALL PEOPLE by these presents that WE..... Having our registered office at ..... hereinafter called the Bank), are bound unto ..... (hereinafter called the Employer) in the sum of Kshs. .... for which payment well and truly to be made to the said Employer, the Bank binds itself, as successors and assigns by these presents sealed with the common seal of the said Bank this ..... day of 20.....

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instruction to tenders
- 2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required, or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_ [signature of the Bank]

\_\_\_\_\_  
Witness [seal]

PERFORMANCE BANK GUARANTEE

TO: \_\_\_\_\_ (Name of Employer) \_\_\_\_\_ (Date)  
\_\_\_\_\_ (Address of Employer)

Dear Sir,

WHEREAS \_\_\_\_\_ (hereinafter called the Contractor) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute

\_\_\_\_\_ (hereinafter called the works);

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor,

up to a total of Kshs. \_\_\_\_\_ (amount of Guarantee in figures)

Kenya shillings \_\_\_\_\_ (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of

Kenya Shillings \_\_\_\_\_ (amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the 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 liability under this Guarantee, and we hereby waive notice of any change, addition, or modification..

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

SIGNATURE AND SEAL OF THE GUARANTOR

\_\_\_\_\_  
Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Date: \_\_\_\_\_

## PERFORMANCE BOND

This Bond, We \_\_\_\_\_ of (or whose registered office is situated) \_\_\_\_\_ as Principal (hereinafter called the Contractor) and \_\_\_\_\_ of [or whose registered office is situated] \_\_\_\_\_ (hereinafter called the Surety), are held and firmly bound unto \_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_

As Oblige (hereinafter called the Employer) in the amount of Kshs. \_\_\_\_\_ [*amount of Bond in figures'/Kenya Shillings* \_\_\_\_\_

*amount of Bond in words*], for the payment of which sum well and truly, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a Contract with the Employer dated the \_\_\_\_\_ day of 20 \_\_\_\_\_ for the execution of

*name of Contract*] in accordance with the Contract documents, Specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the surety may promptly remedy the default, or shall promptly:

**(1)** (complete the Contract in accordance with its terms and conditions; or 2) (obtain a tender or tenders from qualified tenderers for submission to the Employer for Completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive tenderer, arrange for a Contract between such tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term Balance of the Contract Price, as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the

Contract, less the amount properly paid by the Employer to the Contractor; or

3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

SIGNED ON \_\_\_\_\_ On behalf of\_

\_\_\_\_\_

By \_\_\_\_\_

In the capacity of \_\_\_\_\_

In the presence of Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## QUALIFICATION INFORMATION

### 1. Individual Tenderers or Individual Members of Joint Ventures

1. Constitution or legal status of tenderer (attach copy of Incorporation Certificate)  
Place of registration: \_\_\_\_\_

Principal place of Business: \_\_\_\_\_

Power of attorney of signatory of tender: \_\_\_\_\_

### 2. Total annual volume of construction work performed in the last five years.

Volume \_\_\_\_\_

Currency Value \_\_\_\_\_

3. Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also most details of work under way or committed, including expected completion date, project name, Name of client and contact person  
Type of work performed and year of completion Value of Contract

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4. Major items of Contractors Equipment proposed for carrying out the Works.

List all information requested below. Refer also to clause 1.7(c) of the Instructions to Tenderers of Equipment  
Description, Make and age (years) Condition (new, good, poor) and number reliable, Owned, leased (from whom?), or to be purchased (from whom?)

5. Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to clause 1.5(e) of the Instructions to Tenderers and Clause 9.1 of the "Conditions of Contract.

Position Name Years of experience (general) Years of experience in proposed position  
Project

Manager \_\_\_\_\_ (etc.) \_\_\_\_\_

6. Proposed subcontracts and firms involved. Refer to Clause 7.1 of the conditions of Contract. Section of the works Value of subcontract

Subcontractor (name and address) Experience in similar work: \_\_\_\_\_  
\_\_\_\_\_ (etc) \_\_\_\_\_

7. Financial reports for the last five years: balance sheets, profit and loss statements, auditor's report, etc. list below and attach copies.

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**1.8.** Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

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**1.9.** Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.

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**1.10.** Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

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**1.11.** Proposed program (work method and schedule) in compliance with requirement of clause 1.3 of the Instructions to Tenderers. Descriptions, drawings and charts, as necessary, to comply with the requirements of the tendering documents, 2. Joint Ventures,

**2.4** The information listed in 1.1 -1.10 above shall be provided for each partner of the joint venture.

**2.5** The information required in 1.11 above shall be provided for the joint venture

**2.6** Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture.

**2.7** Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that

**(a)** all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

**(b)** one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and

**(c)** the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

1. Full names of tenderer

.....

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

.....

3. Telephone number(s) of tenderer

.....

4. Telex address of tenderer

.....

5. Name of tenderers representative to be contacted on matters of the tender during the tender period.

.....

6. Details of Tenderers nominated agent (if any) to receive tender notices

.....

This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex)

Signature of

Tender \_\_\_\_\_

Make copy and deliver to: \_\_\_\_\_ (Name of Employer)

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2(c) and 2(d) whichever applies to your type of business. You are advised that it is a serious offence to give false information on this Form.

### *Part 1 – General*

Business Name.....

Location of business premises; Country/Town.....

Plot No..... Street/Road .....

Postal Address ..... Tel. No.....

Nature of Business .....

Current Trade Licence No..... Expiring date.....

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

Name of your bankers.....

Branch.....

### *Part 2(a) - Sole Proprietor*

Your name in full.....

Age.....

Nationality..... Country of Origin.....

Citizenship details.....

### *Part 2(b) – Partnership*

*Give details of partners as follows:*

<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship</i>	<i>Details Shares</i>
---------------------	--------------------	--------------------	-----------------------

1 .....  
.....

2 .....  
.....

3 .....  
.....

### *Part 2(c) - Registered Company*

Private or public .....

State the nominal and issued capital of the companyNominal

Kshs.....

Issued Kshs .....

Give details of all the director as follows:

Name in full	Nationality	Citizenship Details*	Shares
--------------	-------------	----------------------	--------

1.....

2.....

3.....

4.....

1

*Part2(d) - Interest in the Firm:*

Is there any person/persons in ..... (*Name of Employer*) who has interest in this firm?

Yes/No..... (Delete as necessary).

I certify that the above information is correct.

.....

*(Title)*

*(Signature)*

*(Date)*

Attach proof of citizenship

DETAILS OF SUB-CONTRACTORS

If the Tenderer wishes to sublet any portion of the Works under any heading, hemust give below details of the sub-contractors he intends to employ for each portion.

Failure to comply with this requirement may invalidate the tender.(1) Portion of works to be sublet: .....

**(i) Full name of Sub-contractor And address of head office: .....**

**(ii) Sub-contractors experience of similar works carried out in the last 3 years with**

**Contract value: .....**

.....

**(2) Portion of works to sublet: .....**

**(i) Full name of sub-contractor**

And address of head office:.....

.....

**(ii) Sub-contractors experience of similar works carried out in the last 3 yearswith**

**Contract value .....**

\_\_\_\_\_

\_\_\_\_\_

[Signature of Tenderer]

Date

# LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

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To: \_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name This is to notify that the contract/s stated below under the abovementioned tender have been awarded to you.

- 
- 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 but 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.**

**(FULL PARTICULARS)** \_\_\_\_\_

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**SIGNED FOR ACCOUNTING OFFICER**

## SPECIFICATIONS AND PRICING NOTES

*The contractor should read carefully the following specification for workmanship prepared in accordance with standard specifications for building works 1976 Edition prepared by the Ministry of Public Works*

### GENERAL ITEMS Materials Generally

A.1 All materials used on the works shall be new and of the qualities and kinds specified herein and equal to approved samples. Deliveries shall be made sufficiently in advance to enable samples to be taken and tested if required. No materials shall be used until approved and all materials which are not approved or which are damaged, contaminated or have deteriorated in any way or do not comply in any way with the requirements of this specification shall be rejected and shall be immediately removed from the site at the Contractors expense.

A.2 **Material for which there is a Kenya Bureau of Standard specification**  
All materials used in the works for which a Kenya Bureau of Standards Specification has been published shall conform with the latest edition thereof in every way. The Architect reserves the right to demand that the Contractor shall obtain at his own expense a certificate in respect of any materials to state that is in accordance with the Kenya Bureau of Standards specification.

A.3 **Materials for which there is no Kenya Bureau of Standards specification**  
All materials used in the works for which no Kenya Bureau of Standards specification has been published shall conform with the British Standards Specification for such materials. If there are no published standards as specified for any materials, the quality of such materials shall be generally of a standard equal to those for which there is a Kenya Bureau of Standards or British Standard specification.

## EXCAVATION AND EARTHWORK

### B. 1 Site Clearance

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

### B.2 Nature of the Soil

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

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

### B.3 Foundation Excavations ' ;

**a)** The foundation trenches and column bases shall be excavated to the widths and depths of the concrete foundations shown on the drawings or to such widths and depths as the Engineer may instruct after examination of the excavations. Quantities of all excavations shall be measured and valued by the Quantity Surveyor and any difference between such measurements and the measurements herein given shall be dealt with as a variation to the Contract.

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

### B.4 Surplus Soil Disposal

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

### **B.5 Top Soil for Spreading**

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

### **B.6 Filling under Surface Beds in Buildings**

#### **i) Murram filling**

Murram for filling as base course shall be from an approved source and of the highest quality. It shall be laid in layers not less than 150mm thick and not greater than 230mm thick prior to compaction. Water will be applied to

O.M.O. and each layer will be thoroughly compacted by at least 8 passes of a 10 tonne smooth wheeled roller or a 2 tonne vibrating roller until all movement ceases and 100% C.B.R. is obtained.

#### **ii) Hardcore filling**

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

### **B.7 Anti-termite treatment**

Where described the top surface of filling shall be treated with Gladiator TC Pesticides to be supplied and applied by Rentokil Ltd. P.O. Box 44360, Nairobi or other equal and approved firm strictly in accordance with the satisfaction of the Architect. The Contractor must destroy any termite nests found within the perimeter of the building and within 20 metres from the building externally and take out and destroy queens, impregnate holes and tunnels with approved insecticide and backfill with hard material, well rammed and consolidated. The specialist shall be required to issue a 10 year guarantee to the Employer.

### **B.8 Polythene Sheeting**

Polythene sheeting shall be produced by an approved manufacturer. Joints in sheeting shall be triple folded with a 150mm fold and taped at 300mm intervals with 50mm wide back plastic adhesive tapes. The sheeting shall not be stretched but shall be laid with sufficient wrinkles to permit shrinkage up to 15%.

The Contractor shall ensure that the membrane is not pierced by laying and concreting.

### **B.9 Existing Services**

Before commencing works, the Contractor shall at his own expense ascertain in writing from the relevant Local Authorities and all other Public Bodies, companies and persons who may be affected, the position and depths of their respective ducts, cables, mains or pipes and appurtenances. He shall thereupon search for and locate such services.

Active existing services shall be adequately protected from damage or relocated as directed by the Architect. Inactive services, shall be removed or sealed off in accordance with the direction of the Architect.

## **10 Protection**

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

## CONCRETEWORK

### C. 1 Codes of Practice

All workmanship, materials, tests and performances in connection with reinforced concrete shall be in conformity with the latest edition of the British Standard for concrete works 9B.S. B110 parts I & 2, B.S. 8004, B.S. 8007) and any other approved Local and International Standards. Where inconsistency exists between these preambles and these Standards, the Contractor shall notify the Engineer in good time for his Clarification as to which of the two implications on the Contract.

### C.2 Supervision

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

### C.3 Cement

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

### C.4 Aggregate

Aggregates shall conform with the requirement K.S.02-95 and all the proposed sources, types and grading test results of all aggregates are to be approved in all respects by the Engineer before work commences.

If in the opinion of the Engineer the aggregate meets with the above requirements but is dirty or adulterated in any manner it shall be screened and/or washed with clean water at the Contractor's expense.

Aggregate shall be delivered to the Site in their prescribed sizes or gradings and shall be stock-piled on paved areas to boarded platforms in separate units to **avoid intermixing**. On no account shall premixed cores aggregates be brought to the patching plant. On no account shall aggregates be stock-piled on the ground.

### C.5 Water .

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

### C.6 Quality Control at Works Stage

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

### C.7 Cement .

The Quantity of cement shall be measured by weight. Where delivered in bags, each batch of concrete is to contain one or more bags of cement in accordance with the proportions specified.

For non-structural concrete, volume batching may be used as indicated below: Class of Concrete 15

	10	
Nominal mix by volume	1:3:6	1:4:8
Cubic metres of fine aggregate		
Per 50 kg. bag of cement	0.12	0.16
Cubic metres of coarse aggregate		
Per 5kg bag of cement	0.24	0.32
Max. size of coarse aggregate	40mm* 40mm*	

\*or 20mm for blinding concrete where described.

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

### C.8 Construction Joints

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

### C.9 Faulty Concrete

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

**C.10 Steel reinforcement**

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

Hot rolled MS for the  
Reinforcement of concrete KS 02-22 Hot rolled MS for

the

Reinforcement of concrete KS 4449 Cold worked

H.Y, steel for the Reinforcement of concrete BS

4461 Hard drawn steel wire BS 4482

**C.11 Fabric Reinforcement •**

Fabric reinforcement shall be electrically cross-welded steel wire mesh reinforcement to B.S. 4483 and of the size and weight specified and made of wire to B.S. 4482

**C.12 Fixing Steel Reinforcement.**

Reinforcement shall be accurately bent to the shapes and dimensions shown on the Drawings and Schedules and in accordance with B.S. 4466 and B.S. 8110. Reinforcement must be cut and bent cold and no welded joints will be permitted unless detailed or directed by the Engineer.

**C.13 Formwork**

The method and system of formwork which the Contractor proposed to use shall be approved by the Engineer before construction commences.

Formwork shall be substantially and rigidly constructed of timber, steel, plastic, precast concrete or other approved material.

All timber formwork shall be good, sound, clean, sawn, well-seasoned timber free from warps and loose knots and of scantlings sufficiently strong for their purpose.

## WALLING

### MATERIALS

#### D.1 Cement

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

#### D.2 Lime

The lime for making mortar shall be obtained from an approved source and shall comply with BS 890 Class A for non-hydraulic lime. The lime to be run to putty in an approved lined pit or container. The water to be first run into the pit or container and the lime to be added until it is completely submerged, stirred vigorously until all lumps are disintegrated and shall be kept constantly covered with water and regularly stirred for at least four weeks.

The resulting milk-lime then to be run through a fine sieve and run into a pit or other container and kept clean and moist for not less than two weeks before being used in the works.

#### D.3 Sand

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

#### D.4 Water

Shall be as described in Concrete work.

#### D.5 Stone

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

#### D.6 Reinforced Walls

Steel reinforcing bars in walls shall be carefully placed and spacers used to ensure that a minimum of 20mm cover is given to the reinforcement unless otherwise specified.

Horizontal reinforcement in mortar joints shall be laid such that the reinforcement is not in contact with the blocks or stone.

**D.7 Wall Ties**

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

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

**D.8 Fair Face**

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

**D.9 Pointing**

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

## GLAZING

### MATERIALS

#### E.1 General

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

#### E.2 Standards

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

#### E.3 Clear sheet glass etc.

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

#### E.4 Obscured Glass

To be of type described and as approved Architect.

#### E.5 Putty

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

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### Workmanship

#### E.7 General

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

### METAL WORK MATERIALS

#### F.1 Generally

All materials shall be the best of their respective kinds free from defects and all work is to be carried out in the most workmanlike manner and strictly as directed by the Architect. The materials in all stages of transportation, handling and stacking shall be kept clean and prevented from injury by breaking, bending or distortion and weather action. .

**F.2 Mild Steel**

Mild steel shall comply with B.S. 15.

**F.3 Hollow Section Tubing**

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

**A Bolts, Nuts and Washers**

These shall be fabricated from materials which comply with B.S.15 and each manufactured item shall comply with the appropriate B.S.

## **F.5 Galvanized Sheet Steel**

To be No.24 S.W.G. of approved manufacture to B.S. 2989 of quality mildsteel sheets cold rolled close annealed patent flattened and hot dip galvanized.

## **F.6 Stainless Steel**

Stainless steel tube shall be Austenic steel B.S. comparable to B.S. 1449Type 316 S 16\

## **F.7 Steel Grille**

Steel Grilles shall be manufactured from section conforming with B.S.990 of heavy duty sections of the metric W20 range of approved manufacture and design approved by the Architect.

After manufacture and before delivery to site steel windows are to be hotgalvanized by dipping in a bath of molten zinc or painted with one coat primer.

## **WORKMANSHIP**

### **F.8 Welding**

All welding is to be in accordance with the requirements of B.S. 1856 and938 and the electrodes shall comply with b.s. 639.

### **F.9 Painting**

All steel is to be wire brushed and any loose scale, dirt or grease shall be removed before any painting is commenced. One coat of red oxide primertype A to B.S. 2523 shall be applied at the shop.

Any damage to the printing paint shall be made good to the Architectssatisfaction. F.10

### **F.10 Fixing of Steel Grilles**

Fixing of metal grilles shall include for assembling and fixing, including screwing to sub-frames or cutting mortices for lugs in concrete or walling and running with cement mortar 9:1:4), bedding frames in similar mortar, pointing in mastic, bedding sills, transoms and mullions in mastic, makinggood finishings around both sides and fixing, and adjusting all fittings andframes.

## FLOOR, WALL AND CEILING FINISHINGS

### PLASTERWORK

#### G.1 Generally

Render, both internal and external shall be cement and sand in the proportions 1:4 finished to the thickness specified. Plaster shall consist of an undercoat of 1-part cement to 6 parts sand by volume, and a finishing coat of 1-part cement to 10 parts lime putty. Each coat shall be finished to the thickness specified.

#### G.2 Cement

Ordinary Portland cement and shall comply with K.S. 02-21. White and coloured cements shall comply with B.S. 12 and be obtained from an approved manufacturer.

#### G.3 Lime

Lime shall be prepared from hydrated lime complying with B.S. 890, Part 2.

#### G.4 Sands

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

#### G.5 Water — Water shall be clean and kept free from all impurities.

#### G.6 Mixing of materials

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

#### G.7 Period between coats

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

#### G.8 Surfaces of beds and backings

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

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

Trowelled beds for flexible finishings shall be finished smooth and free from score marks, grooves or depressions.

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Screeded backings for insitu wall finishings or wall finishings bedded in mortar shall be scratched for key.

Floated backings for inflexible wall finishings fixed with adhesive shall be left with a plain surface.

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

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

### Preparation of surfaces

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

## **PAINTING AND DECORATING**

### **MATERIALS**

#### **MATERIALS**

##### **H.1 Colour range**

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

##### **H.2 Approval of brands**

The Contractor shall seek, in writing, approval from the Architect for all brands of paint he wishes to use.

##### **H.3 Quality of Products**

Where a type of paint is produced by the Manufacturer in more than one quality, only paints and materials of the first or best quality shall be used in the works. The container label shall indicate clearly the quality of the paint being used. Where it is not evident that the first or best quality of paint is being used, the Architect will order the removal of such materials from the site and rectification of any work executed with those materials, all at the Contractor's expense.

##### **H.4 Same makers materials used for coating**

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

##### **H.5 Remedying defects due to defective materials**

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

**H.6 Emulsion paint**

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

**H.7 Black bituminous paint**

Black bituminous paint shall comply with B.S. 3416, Type 1 for general use, Type ii for drinking water

**H.8 Primer for iron and steelwork**

Primer for iron and steelwork shall be:- ,

**a)** Lead based priming paint complying with B.S. 2523, Type B.

a) Calcium plumbate priming paint complying with B.S. 3698, Type A.

**H.9 Primer for woodwork**

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

**H.10 Oil paints**

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

**H.27 Polyurethane lacquer**

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

**H.31 Plaster, rendering, concrete blockwork and brickwork**

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

**H.35 Iron and steel.**

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

**H.37 Hardwood**

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

**H.38 Fiberboard**

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

**H.39 Plywood**

Surfaces of plywood to be painted shall be filled as required with a plaster based filler for internal work, and a filler as described in stopping here before for external work, and then rubbed down and all dust and loose materials brushed off.

**H.40 Woodwork to be painted**

Before fixing woodwork, all surfaces which will be visible after fixing shall be rubbed down and all knots and resin pockets shall be scorched back and coated with knotting.

After priming and fixing, all nail holes and other imperfections shall be stopped and the whole surface shall be rubbed down and all dust brushed off.

**H.41 Woodwork to receive clear finish**

All holes and other imperfections in surfaces to receive a clear finish shall be stopped and the whole surface shall be rubbed down to a fine satin finish and all dust brushed off.

**Workmanship****H 4.2 Standard of workmanship**

Prior to the commencement of internal or external decoration, areas not exceeding 50 square metres in total area, and designated by the Architect, shall be completely decorated, and after approval shall be used as a standard for the whole of the works. Any additional cost involved in carrying out such decoration in advance of the general work shall be deemed to be included in the Contract Sum. Such decorated surfaces shall be made good and touched up as necessary prior to the handing over of the works.

**H.43 Stirring of materials**

The contents of all cans and containers of all materials must be properly and thoroughly stirred before and during use and shall be suitably strained as and when necessary.

**14 Manufacturer's instructions**

All materials shall be used strictly in accordance with instructions issued by the manufacturers concerned. The addition of thinners, driers or other materials will only be permitted when specially required by the maker and the procedure approved by the Architect.

**H.45 Brush work**

Unless otherwise described, all coatings shall be applied by Brush. Written permission must be obtained from the Architect for the application of coatings by spray or roller where not so described, and if permission is granted, such application shall not result in extra cost to the Employer.

**SECTION NO. 1**

**PRELIMINARIES**

**BILL NO. 1**

**PARTICULAR PRELIMINARIES AMENDMENTS TO TENDERING**

**INSTRUCTIONS**

a) *Clause 3.6 of the Instructions to Tenderers has been amended to read;*

*'Tenders shall remain valid for a period of Ninety (90) days from the date of Tender Opening' and not Sixty (60) days. All tenderers are advised to note this amendment when filling the Form of Tender.*

b) *Clause 3,8 of the Instructions to Tenderers will hence be qualified and interpreted to mean; "Bid Bond/Tender Security, which must be from an established bank, shall remain valid for a period of One Hundred and Twenty (120) days from the date of Tender Opening, it is still Thirty (30) days beyond the Tender Validity Period.*

**PRICING ITEMS OF PRELIMINARIES**

*Prices SHALL BE INSERTED against items of preliminaries in the tenderers priced Bills of Quantities.*

*Please note that failure to price any item of general and/or particular preliminaries will be construed to mean that the tenderer wishes to provide for that item free of charge.*

**VALUE ADDED TAX;**

*The contractor shall allow for addition of 16% Value Added Tax (V.A.T) at the Grand Summary page of these Bills of Quantities. Any omission in respect thereof shall be treated and corrected as an arithmetic error as per clause 5.7 of the instructions to Tenderers.*

*Please note that from every Interim and the Final payment, 16% VAT shall be deducted and paid directly to the Commissioner of Value Added Tax (V.A.T),*

**KSHS**

**Section No, 1**

**Bill No. 1**

Item		Amount
	<p><b>FIRM PRICE CONTRACT</b></p> <p>This is a firm price contract and the Contractor must allow in his tender rates for any increase in the cost of labor and/or materials during the currency of the contract.</p> <p><b>SCOPE OF CONTRACT</b></p> <p>The works to be carried out under this contract comprise</p> <p><b>COMPLETION WORKS OF HOSTEL BLOCK</b></p> <p><b>DESCRIPTION OF THE WORKS</b></p> <p><b>COMPLETION OF HOSTEL BLOCK BLOCK</b></p> <p><b>FLOOR AREA</b></p> <p>The total gross approximate floor area is ... square meters. The total gross floor area is given without warranty but for guidance only</p> <p><b>MEASUREMENTS</b></p> <p>In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the Project Manager. ...</p> <p><b>LOCATION OF SITE</b></p> <p>The site for works is located within; CHEPALUNGU</p> <p>The tenderer shall be deemed to have visited the site and familiarized himself with all site conditions prior to submission of tenders. No claims arising from the tenderers failure to do so will be entertained.</p> <p style="text-align: right;"><b>KSHS</b></p> <p><b>Section No. 1</b></p> <p><b>Bill No. 1</b></p>	

Item		Amount
	<p><b>EXISTING BUILDING SERVICES</b></p> <p>Special precautions shall be required throughout the contract period to avoid damage to the existing cables, drains and other services.</p> <p>The Contractor shall allow for making good any damage arising from his actions during execution of this contract at his own expense.</p> <p><b>GENERAL</b></p> <p>The Contractor is referred to the General Specifications for Building Works 1976 Edition Pages BI - B2 inclusive and must allow for all costs in complying with these clauses.</p> <p><b>CONTRACT COMPLETION PERIOD</b></p> <p>The contract completion period in accordance with the conditions of contract must be strictly adhered to.</p> <p>The PROJECT MANAGER shall strictly monitor the Contractors progress in relation to the progress chart and should it be found necessary; the PROJECT MANAGER shall inform the Contractor in writing that his actual performance on site is not satisfactory.</p> <p>In all such cases, the Contractor shall accelerate his rate of performance, production and progress by all means such as additional labour, plant e.tc, and working overtime all at his cost.</p> <p><b>WORKING CONDITIONS</b></p> <p>The Contractor shall allow in his rates for any interference that he may encounter in the course of execution of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed.</p> <p style="text-align: right;"><b>KSHS</b></p> <p><b>Section No.1</b></p> <p><b>Bill No. 1</b></p>	

Item	Amount
<p><b>A</b></p>	<p><b>SIGN BOARD</b></p> <p>Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager</p>
<p><b>B</b></p>	<p><b>LABOUR CAMPS</b></p> <p>The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.</p>
<p><b>C</b></p>	<p><b>PROJECT TEAM</b></p> <p>Allow a Provisional Sum of Kenya shillings ten thousand (Kshs 40,000.00) only for mobile phone airtime for the Ministry of Public Works project team.</p>
<p><b>D</b></p>	<p>Include a percentage for the contractor's Administration and profit for the above ..... C%)</p>
<p><b>Section No. 1</b></p> <p><b>Bill No. 1</b></p>	<p style="text-align: right;"><b>40,000.00</b></p> <p style="text-align: center;"><b>KSHS</b></p>

PARTICULAR INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT

1. <i>Period of Final measurements</i>	3Months from practical completion	
2. <i>Defects liability Period</i>	6Months from practical completion	
3. <i>Date for Possession</i>	To be agreed with Project Manager	
4. <i>Date for Completion</i>	42 Weeks after Commencement	
5. <i>Liquidated and Ascertained Damages</i>	At the rate of Kshs 10,000.00 per week or part thereof Monthly	
6. <i>Period of issuing Interim Certificates</i>	Thirty (30) Days	
7. <i>Period of Honouring certificates</i>	10%	
8. <i>Percentage Certified value retained</i>	10% of Contract Sum  The Bonds required shall be from Approved banks only	
9. <i>Limit of Retention Fund</i>		
10. <i>Bonds Banks ONLY</i>		
Section No.1		
Bill No. 1		Kshs.

Item		
	<p><b>Section No. 1</b></p> <p><b>Bill No. 1</b></p> <p><b>PARTICULAR MATTERS</b></p> <p><b>COLLECTION</b></p> <p>Total Brought Forward from Page No,- 77</p> <p style="text-align: right;"><b>-78</b></p> <p style="text-align: right;"><b>-79</b></p> <p style="text-align: right;"><b>-80</b></p> <p style="text-align: right;"><b>-81</b></p> <p style="text-align: right;"><b>-82</b></p> <p style="text-align: center;"><b>Carried forward to summary of section No. 1 Kshs.</b></p> <p><b>Section No.1</b></p> <p><b>Bill No. 1</b></p>	

Item		
	<p><b>Section No. 1</b></p> <p><b>Bill No. 1</b></p> <p><b>PARTICULAR MATTERS</b></p> <p><b>COLLECTION</b></p> <p><b>Total Brought Forward from Page No, - 77</b></p> <p style="text-align: right;"><b>-78</b></p> <p style="text-align: right;"><b>-79</b></p> <p style="text-align: right;"><b>-80</b></p> <p style="text-align: right;"><b>-81</b></p> <p style="text-align: right;"><b>-82</b></p> <p style="text-align: center;">Carried forward to summary of section No. 1 Kshs.</p> <p><b>Section No.1</b></p> <p><b>Bill No. 1</b></p>	

Item No		Amount Kshs
A	<p><u>BILL NO.2</u></p> <p><u>GENERAL PRELIMINARIES</u></p> <p>PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES</p> <p>Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification.</p> <p>The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.</p>	
B	<p>ABBREVIATIONS</p> <p>Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows :-</p> <p>Cm .                      Shall mean cubic metre</p> <p>Sm.                        Shall mean square metre</p> <p>Lm.                        Shall mean linear metre</p> <p>Mm.                        Shall mean Milimetre</p> <p>Kg.                         Shall mean Kilogramme</p> <p>No.                         Shall mean Number</p> <p>Prs.                        Shall mean Pairs</p> <p>B.S                         Shall mean the British Standard specification Published by the British Standards Institution, 2 Park street, London W.1 England</p> <p>Ditto                      Shall mean the whole of the preceding description except as qualified in the description in which it occurs.</p> <p>m.s.                        Shall mean measured separately.</p> <p>a.b.d                       Shall mean as before described.</p> <p>P.M.                        Shall mean Project Manager</p> <p style="text-align: right;">KSHS</p> <p>Section No.1 Bill No.2</p>	

Item No		Amount Kshs	
	The <b>Employer</b> is:		
A	<b>THE FAM,  NG – CDF  CHEPALUNGU P.O.BOX 56  <u>SIGOR.</u></b>		
B	PROJECT MANAGER		
	The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorized to represent him on behalf of the Government.		
C	ARCHITECT		
	The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Chief Architect, Ministry of Public Works, P.O. Box 30260 NAIROBI.		
D	QUANTITY SURVEYOR		
	The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Chief Quantity Surveyor, Ministry of Public Works, P.O. Box 30260 NAIROBI.		
E	ELECTRICAL ENGINEER		
	The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Chief Electrical and Mechanical Engineer (B.S), Ministry of Public Works, P.O. Box 30260 NAIROBI.		
F	MECHANICAL ENGINEER		
	The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Chief Electrical and Mechanical Engineer (B.S), Ministry of Public Works, P.O. Box 30260 NAIROBI.	KSHS	
	Section No.1		
	Bill No.2		

Item No		Amount Kshs	
A	<p><b>STRUCTURAL ENGINEER</b></p> <p>The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Chief Engineer (Structural), Ministry of Public Works, P.O. Box 30260 NAIROBI.</p>		
B	<p><b>FORM OF CONTRACT</b></p> <p>The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works (2000 Edition) included herein. The Conditions of Contract are also included herein</p>		
C	<p><b>Conditions of Contract</b></p> <p>These are numbered from 1 to 21 as set out in pages 15 to 26 of these tender documents. Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities</p>		
D	<p><b>BOND.</b></p> <p>The Contractor shall find and submit on the Form of Tender an approved bank and who will be willing to be bound the Government in an amount equal to Five per cent (5 %) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the PROJECT MANAGER and who will when and if called upon, sign a Bond to that effect on the relevant standard form included herein, (without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.</p>		
E	<p><b>PLANT, TOOLS AND VEHICLES</b></p> <p>Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.</p>		
	<p>Section No.1 Bill No.2</p>	<p style="text-align: right;">KSHS</p>	

Item No		Amount Kshs
A	<p>TRANSPORT.</p> <p>Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.</p>	
B	<p>MATERIALS AND WORKMANSHIP.</p> <p>All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.</p>	
C	<p>SIGN FOR MATERIALS SUPPLIED.</p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER</p>	
D	<p>STORAGE OF MATERIALS</p> <p>The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p>	
<p>Section No.1 Bill No.2</p>		KSHS

Item No A		Amount Kshs	
	<p><b>SAMPLES</b>                      The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Roads, Housing and Public Works.</p> <p>The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.</p>		
B	<p><b>GOVERNMENT ACTS REGARDING WORK PEOPLE ETC.</b></p> <p>Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular, the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople.</p> <p>The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.</p>		
C	<p><b>SECURITY OF WORKS ETC.</b></p> <p>The Contractor shall be entirely responsible for the security of all the works stores materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.</p> <p style="text-align: right;">KSHS</p> <p>Section No.1                      Bill No.2</p>		

Item No		Amount Kshs	
A	<p>PUBLIC AND PRIVATE ROADS.</p> <p>Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER</p>		
B	<p>EXISTING PROPERTY.</p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER</p>		
C	<p>VISIT SITE AND EXAMINE DRAWINGS.</p> <p>The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.</p>		
D	<p>ACCESS TO SITE AND TEMPORARY ROADS.</p> <p>Means of access to the Site shall be agreed with the PROJECT MANAGER prior commencement of the work and Contractor must allow for building any necessary temporary access roads (approximately .... metres long) for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER The Contractor should also allow for relocating existing fence (approx. ... metres long).</p>		
E	<p>AREA TO BE OCCUPIED BY THE CONTRACTOR</p> <p>The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER</p>		
<p>Section No.1 Bill No.2</p>	<p>KSHS</p>		

Item No		Amount Kshs	
A	<p><b>OFFICE ETC. FOR THE PROJECT MANAGER</b></p> <p>The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the site office of the type approved by the Project Manager, complete with Furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.</p>		
B	<p><b>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</b></p> <p>The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER . The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub-contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.</p>		
C	<p><b>SANITATION OF THE WORKS</b></p> <p>The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECTMANAGER</p>		
D	<p><b>SUPERVISION AND WORKING HOURS</b></p>		
E	<p>The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.</p>		
<p>Section No.1 Bill No.2</p>	<p style="text-align: right;">KSHS</p>		

Item No		Amount Kshs	
A	<p><b>PROVISIONAL SUMS.</b></p> <p>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Such sums are net and no addition shall be made to them for profit.</p>		
B	<p><b>PRIME COST (OR P.C.) SUMS.</b></p> <p>The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods as stated in Condition No. 20 of the Conditions of Contract are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p>		
C	<p><b>PROGRESS CHART.</b></p> <p>The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.</p>		
D	<p><b>ADJUSTMENT OF P.C. SUMS.</b></p> <p>In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them.</p> <p>Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p>		
	<p>Section No.1 Bill No.2</p>	KSHS	

Item No		Amount Kshs	
A	<p><b>ADJUSTMENT OF PROVISIONAL SUMS.</b></p> <p>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER'S order added to the Contract Sum. Such work shall be valued as described for Variations in Conditions No. 13 of the Conditions of Contract, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p>		
B	<p><b>NOMINATED SUB-CONTRACTORS</b></p> <p>When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No. 13 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".</p>		
C	<p><b>DIRECT CONTRACTS</b></p> <p>Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.</p>		
D	<p><b>ATTENDANCE UPON OTHER TRADESMEN, ETC.</b></p> <p>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p>		
<p>Section No.1 Bill No.2</p>	<p>KSHS</p>		

Item No		Amount Kshs	
A	<p><b>INSURANCE</b></p> <p>The Contractor shall insure as required in Conditions Nos. 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER'S inspection.</p>		
B	<p><b>PROVISIONAL WORK</b></p> <p>All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.</p>		
C	<p><b>ALTERATIONS TO BILLS, PRICING, ETC.</b></p> <p>Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.</p>		
D	<p><b>BLASTING OPERATIONS</b></p> <p>Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.</p>		
<p>Section No.1 Bill No.2</p>	<p>KSHS</p>		

Item No		Amount Kshs	
A	<p><b>MATERIALS ARISING FROM EXCAVATIONS</b></p> <p>Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.</p>		
B	<p><b>PROTECTION OF THE WORKS.</b></p> <p>Provide protection of the whole of the works contained in the Bills of Quantities, including casing , casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.</p> <p><b>REMOVAL OF RUBBISH ETC.</b></p> <p>Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.</p>		
C	<p><b>WORKS TO BE DELIVERED UP CLEAN</b></p> <p>Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER</p>		
D	<p><b>FIRM PRICE CONTRACT</b></p> <p>Unless otherwise specifically stated in the Particular Preliminaries this is a firm price contract and the Contractor must allow in his tender rates for any increase in the cost of labour and/or materials during the currency of the contract.</p> <p style="text-align: right;">KSHS</p> <p>Section No.1 Bill No.2</p>		

Item No		Amount Kshs	
A	<p><b>GENERAL SPECIFICATION.</b></p> <p>For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.</p>		
B	<p><b>TRAINING LEVY</b></p> <p>The Contractor's attention is drawn to the legal notice which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 1,000,000.00 in value.</p>		
C	<p><b>MATERIALS ON SITE</b></p> <p>All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.</p>		
D	<p><b>HOARDING</b></p> <p>The Contractor shall enclose the site or part of the works under construction with a hoarding 2400 mm high consisting of gauge 30 iron sheets on 100 x 50 mm cypress timber posts firmly secured at 1800 mm centres with two 75 x 50 mm timber rails complete with 2No vehicular gates and 1No. pedestrian gate. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.</p>		
E	<p><b>CONTRACTOR'S SUPERINTENDENCE/SITE AGENT</b></p> <p>The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p>		
	<p>Section No.1 Bill No.2</p> <p style="text-align: right;">KSHS</p>		

Item No		Amount Kshs	
A	<p data-bbox="181 178 344 210">COPYRIGHT</p> <p data-bbox="181 241 1268 331">The copyright of these documents is vested in <b>Regional Quantity Surveyor, Public Works</b> No part of this document may be reproduced in any form or by any means without their prior permission.</p> <p data-bbox="181 1644 334 1703">Section No.1 Bill No.2</p>	KSHS	

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# TENDER EVALUATION CRITERIA

## TENDER EVALUATION CRITERIA

After tender opening, the tenders will be evaluated in 4 stages, namely:

1. Preliminary examination;
2. Technical evaluation;
3. Financial Evaluation; and
4. Recommendation for Award.

### STAGE 1: PRELIMINARY EXAMINATION

This stage of evaluation shall involve examination of the pre-qualification conditions as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document.

These conditions may include the following:

- i i) Current Category of Registration with National Construction Authority (NCA) in the relevant trade;
- ii ii) Current Class of Licenses with the relevant statutory bodies e.g. Energy Regulatory Commission, County Governments, and Water Management Boards etc;
- iii iii) Proof of payment for tender document if required;
- iv iv) The Bid has been submitted in the format required by the procuring entity;
- v v) Provision of a tender Security, that is in the required format, amount and that the tender is valid for the period required;
- vi vi) Dully filled Form of Tender;
- vii vii) Valid Tax Compliance Certificate;
- viii viii) Dully filled Confidential Business Questionnaire;
- ix ix) Duly signed Statement of Compliance; and
- x x) The required number of copies of the tender has been submitted and all required documents, information and samples have been submitted if stipulated in the tender, advertisement/Invitation letter.

Note:

The bid security shall be in accordance with clauses 3.7 of Instruction to Tenderers

The employer/procuring entity may seek further clarification/confirmation if necessary to confirm authenticity/compliance of any condition of the tender. Further, in case of a discrepancy between the amounts stated in the appendix to instruction to tenderers and the one stated in the advertisement or invitation letter, the bid security shall be taken as the amount in the advertisement/ letter of invitation.

The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further

#### STAGE 2 TECHNICAL EVALUATION

##### A) Assessment for eligibility

The tender document shall be examined based in accordance with the Instructions to Tenderers and award of points for the STANDARD FORMS considered in this section shall be as shown below

##### PARAMETER MAXIMUM POINTS

i	(i) Tender Questionnaire -----	5
ii	(ii) Key personnel-----	20
iii	(iii) Contract Completed in the last Five (5) years -----	15
iv	(iv) Schedules of on-going projects -----	8
v	(v) Schedules of contractors equipment-----	20
vi	(vi) Audited Financial Report for the last 3 years -----	10
vii	(vii) Evidence of Financial Resources -----	15
viii	(viii) Name, Address and Telephone of Banks (Contractor to provide)	5
ix	(ix) Litigation History-----	2
	TOTAL	100

The detailed scoring plan shall be as shown in table 1 below: -

TABLE 1: Assessment for Eligibility

Description	Point Scored	Max. Point
i.	Tender Questionnaire Form • Completely filled ----- 5 • Not filled----- 0	5
Ii	Key Personnel (Attach evidence) Director of the firm • Holder of degree in relevant Engineering field ----- 6 • Holder of diploma in relevant Engineering field ----- 5 • Holder of certificate in relevant Engineering field ----- 3 • Holder of trade test certificate in relevant Engineering field ----- 2 • No relevant certificate ----- 1 At least 1No. degree/diploma holder of key personnel in relevant field • With over 10 years relevant experience----- 6 • With over 5 years relevant experience ----- 4 • With under 5 years relevant experience ----- 2 At least 1No certificate holder of key personnel in relevant field • With over 10 years relevant experience----- 4 • With over 5 years relevant experience ----- 3 • With under 5 years relevant experience----- 1 At least 2No artisan (trade test certificate in relevant field) • Artisan with over 10 years relevant experience----- 2 • Artisan with under 10 years relevant experience----- 1 • Non skilled worker with over 10 years relevant experience ----- 1	20
Iii	Contract completed in the last five (5) years (Max of 5No. Projects)- Provide Evidence • Project of similar nature, complexity or magnitude ----- 4 • Project of similar nature but of lower value than the one in consideration- 3 • No completed project of similar nature ----- 0	20
Iii	Contract completed in the last five (5) years (Max of 5No. Projects)- Provide Evidence Project of similar nature, complexity or magnitude ----- 4 • Project of similar nature but of lower value than the one in consideration -- 3 • No completed project of similar nature ----- 0	20

Iv	On-going projects – Provide Evidence <ul style="list-style-type: none"> <li>• No Project of similar nature, complexity and magnitude -----8</li> <li>• Three and below Projects of similar, nature complexity and magnitude ----- 6</li> <li>Four and above Projects of similar nature, complexity and magnitude -----4</li> </ul>	8
V	Schedule of contractors equipment and transport (proof or evidence of ownership/Lease) 10 a) Relevant Transport <ul style="list-style-type: none"> <li>• Means of transport (Vehicle) ----- 10</li> <li>• No means of transport ----- 0</li> </ul>	20
	b) Relevant Equipment 10 <ul style="list-style-type: none"> <li>• Has relevant equipment for work being tendered ----- 10</li> <li>• No relevant equipment for work being tendered ----- 0</li> </ul>	
vi	Financial report	10
	a) Audited financial report (last three (3) years) <ul style="list-style-type: none"> <li>• Average Annual Turn-over equal to or greater than the cost of the project----- 10</li> <li>• Average Annual Turn-over above 50% but below 100% of the cost of the project -----6</li> <li>• Average Annual Turn-over below 50% of the cost of the project -----3</li> </ul>	
	b) Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc ) <ul style="list-style-type: none"> <li>• Has financial resources to finance the projected monthly cash flow* for three months ----- 15</li> <li>• Has financial resources equal to the projected monthly cash flow*-----10</li> <li>• Has financial resources less the projected monthly cash flow*-----5</li> <li>• Has not indicated sources of financia----- 0</li> </ul>	15
vii	Litigation History <ul style="list-style-type: none"> <li>• Duly Filled ----- 2</li> <li>• Not filled ----- 0</li> </ul>	2
	TOTAL	10 0

Any bidder who scores 60 points and above shall be considered for further evaluation

\*Monthly Cash Flow =Tender Sum/Contract Period

## **B) Compliance with Specialist Works Specifications**

In this section, the bid will be analyzed to determine compliance with General and Particular technical specifications for the works as indicated in the tender document. The tenderer shall fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Country of Origin, Model/Make/Manufacturer of the Item/Equipment they propose to supply.

The tenderer shall also submit relevant technical brochures/catalogues with the tender document, highlighting the catalogue Numbers of the proposed items. Such brochures/catalogues should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:

- a) Standards of manufacture;
- b) Performance ratings/characteristics;
- c) Material of manufacture;
- d) Electrical power ratings; and
- e) Any other necessary requirements (Specify).

Following the above analyses, where the proposed equipment is found not to conform to the stipulated specifications, the tender will be deemed Non-Responsive and will not be evaluated further.

## **C) Assessment of deviations**

Pursuant to section 64 of the Act, a tender is deemed responsive if it conforms to all the mandatory requirements and it does not contain major deviations. Section 23.2 of the instruction to tenderers, defines major deviations as

- a) One that affects in a substantial way the scope, quality, completion timing, administration of works to be undertaken by the tenderer under the contract, inconsistent with the tender document; or
- b) Which limits in any substantial way the rights of the employer or the tenderers obligations; or
- c) Whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

Where the deviations are minor in the view of the tender evaluation committee, with the concurrence of the procuring entity representative, the committee shall quantify such deviations pursuant to section 64 (3) of the Act which requires that a minor deviation shall:

- a) Be quantified to the extent possible; and
- b) Be taken into account in the evaluation and comparison of tenders.

Where the deviation in the view of the tender committee with the concurrence of the procuring entity representative is major, the tender shall be deemed non-responsive and will not be evaluated further

TABLE 2: Assessment of Deviations

Item	Does the Deviation Substantively Affect the following:	YES	NO
1	Scope of the Works or Services to be delivered		
2	Quality of the Works or Services to be delivered		
3	Completion Timing		
4	Administration of the Works		
5	Consistency with the tender document		
6	Rights of the Employer in a negative manner		
7	Limit the Tenderer's Obligation		
8	Affect unfairly the competitive position of other tenderers		
	COMMENT		

Any bidder who OBTAINS A YES in the above table shall be considered NON RESPONSIVE and shall not be evaluated further.

### STAGE 3 - FINANCIAL EVALUATION

Upon completion of the technical evaluation a detailed financial evaluation shall follow. The financial evaluation shall proceed in the manner described in the Public Procurement and Disposal Act (2005) of the laws of Kenya (Section 66) and the Public Procurement and Disposal Regulations, 2006 specifically section 50 (1), (2), and (3).

The evaluation shall be in three stages

- a) Determination of the Corrected Tender Sums;
- b) Comparison of Rates; and
- c) Consistency of the Rates.

The Corrected Tender Sum for each bid shall be determined by-

1. Taking the bid price, as read out at the bid opening;
2. Adjusting the tender sum by taking into account any corrections made relating to arithmetic errors;

Arithmetic Errors will be corrected by the Procuring Entity as follows:

i) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;

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

iv) The committee shall promptly write to the tenderer and if the tenderer rejects the correction, the tender shall be rejected and the tender security shall be forfeited. If the tenderer accepts the correction, the error shall be considered in adjusting the tender sum.

3. Adjusting the tender sum by taking into account any quantified minor deviations (where applicable pursuant to Stage 2C of this evaluation criteria), which were documented, quantified and accepted by a procuring entity (as described in Stage 2 of the Technical evaluation of this criteria –Assessment of Deviations;)

4. Where applicable, converting all tenders to the same currency, using a uniform exchange rate prevailing at the date indicated in the tender documents;

5. Adjusting the tender sum by applying any discounts offered in the tender;

6. Adjusting the tender sum by applying any margin of preference indicated in the tender documents

#### **B) Comparison of rates-**

Items that are underpriced or overpriced may indicate potential for non-delivery and front

loading respectively. The committee shall promptly write to the tenderer asking for detailed

breakdown of costs for any of the quoted items, relationship between those prices, proposed

construction/installation methods and schedules.

The evaluation committee shall evaluate the responses and make an appropriate recommendation to the procuring entity's tender committee giving necessary evidence. Such recommendations may include but not limited to:

- a) Recommend no adverse action to the tenderer after a convincing response;
- b) Employer requiring that the amount of the performance bond be raised at the expense of the successful tenderer to a level sufficient to protect the employer against potential financial losses;
- c) Recommend non-award based on the response provided and the available demonstrable evidence that the scope, quality, completion timing, administration of works to be undertaken by the tenderer, would adversely be affected or the rights of the employer or the tenderer's obligations would be limited in a substantial way.

**C) Consistency of the Rates**

The evaluation committee will compare the consistency of rates for similar items and note all inconsistencies of the rates for similar items.

**STAGE 4 - RECOMMENDATION FOR AWARD**

The successful bidder shall be the tenderer with the lowest evaluated tender price



REPUBLIC OF KENYA



BOMET COUNTY.

Department of Roads, Transport & Public works

## PROPOSED 6NO. STANDARD STOREY CLASSROOM

AT  
BOMET COUNTY.

Bill of quantities

ARCHITECT

PUBLIC WORKS  
ARCHITECTS  
P.O.BOX 180-20400,  
BOMET.

STRUCTURAL ENGINEERS

PUBLIC WORKS  
ENGINEERS  
P.O.BOX 180-20400,  
BOMET.

QUANTITY SURVEYORS

PUBLIC WORKS  
SURVEYORS  
P.O.BOX 180-20400,  
BOMET.

Client

The NG CDF CHEPALUNGU CONSTITUENCY  
P O BOX 56-20405  
SIGOR  
cell:

20/Nov/24

Item	Description	Unit	Qty	Rate Kshs	Amount Kshs
	<b><u>PROPOSED TUITION BLOCK</u></b> <b><u>BILL NO.1</u></b>				
	<b><u>SUBSTRUCTURES / PROVISIONAL</u></b>				
	<b><u>SITE CLEARANCE</u></b>				
A	Clear site of bushes, shrubs and the like, group up there root and burn the arisings	SM	279		
B	Excavate vegetable top soil average 150mm deep set aside in spoil heaps and later spread around the site as directed.	SM	279		
C	Excavate oversite commencing from stripped level but not exceeding 1.5m deep.	SM	272		
D	Excavate foundation trench not exceeding 1.50m deep commencing from stripped level and backfill	CM	99		
E	Ditto pits for column bases stock pile around site ,part backfill around trenches and spread around the site has directed.	CM	99		
	<b><u>Rock excavation</u></b>				
F	Extra over excavations in rocks irrespective of type.	CM	27		
G	Allow for keeping excavations free from all water by pumping or otherwise	ITEM	1	10,000.0	
H	Allow for plunking and strutting sides of excavation trenches	ITEM	1	10,000.0	
	<b><u>Disposal</u></b>				
J	Load, wheel and cart away surplus soil.	CM	114		
	<b><u>Hardcore filling</u></b>				
K	300mm thick Imported, Hand packed hardcore; watered and well compacted in 150mm thickness	SM	272.0		
L	50mm thick murrum blinding to surfaces of hardcore	SM	272		
	<b><u>Anti-termite treatment</u></b>				
M	Termidor' or any other equal and approved chemical treatment to surfaces of blinded hardcore and around foundations; apply in accordance with manufacturers specification; provide a ten(10) written quarantee against termites	SM	272		
	<b><u>Mesh fabric reinforcement to B.S 4483 and setting in concrete with 300mm side and end laps (measured nett-allow for laps)</u></b>				
N	Fabric mesh ref:A98 weighing 0.54kg per square metre in floor bed	SM	272		
	<b>Carried to collection</b>				

Item	Description	Unit	Qty	Rate Kshs	Amount Kshs
	<b>DAMP PROOF MEMBRANE</b>				
A	1000 gauge polythene damp proof membrane laid under surface bed with 300mm side and end laps (measured net -allow for laps)	SM	272		
	<b>CONCRETE</b>				
B	50mm thick concrete (1:4:8 mix ) blinding under footings	SM	82		
C	Ditto but to column bases	SM	40		
	<b>In situ concrete class 20/20, vibrated and reinforced as described, in:-</b>				
D	Column bases	CM	12		
E	Foundation Columns	CM	4		
F	strip footing	CM	16		
G	125mm thick surface bed	SM	272		
	<b>Reinforcement bars ; high tensile steel to BS 4461 all in accordance with the Engineer's details and approval including all cutting, bending, laying and binding wire to; Column and column bases, strip footing.</b>				
H	To columns and column bases	Kg	1,440		
H	Ditto but to strip footing	Kg	480		
	<b><u>FORMWORK</u></b>				
N	Ditto but to vertical sides of stubbed columns and column bases;	SM	46		
P	Ditto but to vertical sides of strip footing of 175-225mm high.	LM	220		
Q	Edges of ground floor slab over 75mm but not exceeding 150mm high	LM	60		
	<b>Foundation walls</b>				
R	200mm thick natural stone wall foundations bedded and jointed in c.s morta 1;4 with hoop iron bars at alternate course.	SM	123		
	<b>DPC</b>				
S	Three -ply bituminous felt damp proof course bedded in cement and sand morta(1;3) 200mm Wide horizontal layer	LM	60		
	<b><u>PLINTH FINISH</u></b>				
	<b><u>Cement and Sand 1:4 render</u></b>				
T	12 mm thick render wood float	SM	27		
	<b><u>Prepare and apply two coats bituminous paint to:</u></b>				
U	Render surfaces externally	SM	27		
	<b>Carried to collection</b>				-

Item	Description	Unit	Qty	Rate Kshs	Amount Kshs
	<u>COLLECTION</u>				
1	Total Brought Forward From Page No.1				-
2	Total Brought Forward From Page No.2				-
	<b>TOTAL CARRIED TO SUMMARY</b>				-

Item	Description	Unit	Qty	Rate	Amount
				Kshs	Kshs
	<b>BILL NO.2</b>				
	<b><u>REINFORCED CONCRETE WORKS SUPERSTRUCTURE</u></b>				
	<b>Vibrated reinforced concrete (1;2;4) class 20 in;</b>				
A	Columns	CM	13		
B	Beams	CM	16		
C	150mm thick suspended slab to 1st floor.	SM	261		
	<b>REINFORCEMENT</b>				
	<b>Reinforcement in different sizes in structural concrete work all in accordance with the Engineer's details and approval including all cutting,bending,laying and binding wire to;</b>				
E	To columns	KG	1,170		
F	To beams	KG	1,440		
G	To suspended slab	KG	3,524		
	<b>SAWN FORMWORK TO;</b>				
H	Sides of vertical columns	SM	167		
J	Sides and of beams	SM	136		
K	Soffits of slabs	SM	261		
L	Edges of suspended slabs over 75mm but not exceeding 150mm high	LM	73		
	<b>Total Carried to summary</b>				

Item	Description	Unit	Qty	Rate Kshs	Amount Kshs
	<b>BILL NO.3</b>				
	<b>WALLINGS</b>				
	<b><u>EXTERNAL WALLING</u></b>				
	<b>Load bearing chisel cut / Quarry natural stone walling, jointed in cement and sand(1;3) mortar and including hoop iron reinforcement at alternate courses including all necessary working around all door and windows openings formed accurately as per Architects schedule</b>				
A	200mm thick walling	SM	308		
B	Ditto but to cable walls	SM	33		
	<b><u>INTERNAL WALLING</u></b>				
	<b>Load bearing chisel cut natural stone walling, jointed in cement and sand(1;3)mortar and including hoop-iron reinforcement at alternate courses, including all necessary working around all door and window openings formed accurately as per Architects schedules</b>				
C	150mm thick	SM	216		
D	100mm thick	SM	-		
	<b><u>Louvered Bricks staircase</u></b>				
E	Supply and fix clay louvered bricks (Kenya clay products) to an approved parten by the project manager jointed with c/s mo. 1;3 and painted to approval to staircase wall.	SM	11		
	<b>Total Carried to summary</b>				-

Item	Description	Unit	Qty	Rate Kshs	Amount Kshs
	<b><u>BILL NO.4</u></b>				
	<b><u>ROOF CONSTRUCTION</u></b>				
	<b>MAIN ROOF -TIMBER TRUSSES</b>				
	<i>Structural timber trusses in pressure impregnated treated sawn cypress including fabrication, jointing with necessary timber plates ,bolts and connecting plates, hoisting and fixing in position all in accordance with Engineers details and drawings</i>				
	<b>100X50mm wall plate secured with and including 12mm diameter mild steel 'J'bolt</b>				
A	100x50mm thick at 1500mm centers cast in concrete ring beams	LM	64.0		
B	150x50mm principle rafters	LM	252.0		
C	Ditto but to tie beam	LM	173.0		
D	100x50mm but common rafters	LM	72.0		
E	Ditto but king post	LM	70.0		
F	75 x 50 mm but struts and ties.	LM	235.0		
G	75x50mm purlins	LM	240.0		
	<b><u>ROOF FINISHES AND COVERING</u></b>				
H	Box profile Roof covering at 22.5 degrees from horizontal including all necessary timber battens and fixtures.	SM	400.0		
	<b>Wrot timber selected and kept clean</b>				
J	225x25mm Fascia and barge board	LM	100.0		
	<b>Prepare and apply Three coats gloss paint to :-</b>				
K	knot prime and stop and apply three coats of gloss oil paints to General surfaces of timber 100 to 200mm girth externally	LM	100.0		
	<b>Total Carried to collection</b>				

Item	Description	Unit	Qty	Rate Kshs	Amount Kshs
<b>RAIN WATER DISPOSAL</b>					
A	150mm diameter UPVC gutters fixed to fascia with including appropriate brackets hangers bends, and gutter spout or out lets for connection to down pipes by outs all in accordance with architect drawings.	LM	66		
B	Down Pipes with solvent welded joints, fixed to walls with holder bolts size 100 x 100 mm or any other approved	LM	45		
C	Extra over for swan kneck in pipe , size' - 100 x 100 mm	No.	4		
D	Extra over for shoe in pipe , size' - 100 x 100 mm	No.	4		
E	Extra for stopped ends in pipe , size' - 100 x 100 mm	No.	4		
<b>Carried to collection</b>					-
					-
					-
<b>COLLECTION</b>					
1	<b>Total Brought Forward From Page No.</b>			<b>Page No</b>	-
2	<b>Total Brought Forward From above</b>				-
<b>Carried Forward to summary of Section</b>					-

Item	Description	Unit	Qty	Rate Kshs	Amount Kshs
	<b>BILL NO.5 WINDOWS</b>				
	<u>Supply and fix Steel casement windows section including mullions,5mm thick glass clear glass to schedule window stays, fasteners all to architect's schedule and approval</u>				
A	window size 1800x1400mm high	NO	24		
	<b>Clear sheet glass</b>				
B	5mm Glass and glazing to metal with putty in panes - 0.50 to 1.00 square metres	SM	52		
	<b>window cill</b>				
C	75mm precast concrete cill in class 20 concrete	LM	48		
	<b>PAINTING AND DECORATION</b>				
D	Prepare and apply three coats of gloss oil paints to metal surface of window externally	SM	52		
E	ditto internally	SM	52		
	<b>Carried Forward to summary of Section</b>				-

Item	Description	Unit	Qty	Rate	Amount Kshs
	<p><b>BILL NO.6</b>  <b>DOORS &amp; IRON MONGERY-( Supply and fix items)</b></p> <p><b>DOORS &amp; IRON MONGERY</b></p> <p><b>STEEL DOOR</b>  Supply and fix 1200 x 2400mm high steel door comprising 50x 50 x 3mm thick RHS frame all round with 40 x 40 x 3mm thick SHS middle rail; The door divided into panels by 25 x 25 x 3mm SHS framework covered with 2.5mm m/s plate 1.50m above the floor both sides and 300mm wide van light;  priming door after prefabrication and fixing to existing masonry wall plugged with approved mild steel hinges and locks to approval by the P.m;</p> <p>A Double leaf door size 1800x2400mm high to kitchen yard</p> <p><b>Painting and Decorating</b></p> <p>B Prepare and apply two coats of gloss oil paints to general surfaces of steel doors: measured overall on both sides</p>				<p>-</p> <p>-</p> <p>-</p> <p>6</p> <p>39.0</p>
	<b>Total carried to summary</b>				-

Item	Description	Unit	Qty	Rate Kshs	Amount Kshs
	<b>BILL NO.7 FINISHES</b>				
	<b>EXTERNAL WALL FINISHES</b>				
	Key pointing				
A	Horizontal recess and verical flush pointing to walls externally	SM	308		
B	Wood trowelled plasters to surfaces of beams and cable ends to receive weatherguard paints.	SM	110.00		
	<b>Prepare and apply two coats of weatherguard paint or other equal and approved by Architect to:</b>				
C	To plastered surfaces of walls externaly.	SM	110.00		
	<b>INTERNAL WALL FINISHES</b>				
	<b>16mm (minimum) cement sand (1:3) screed to receive ceramic tiles</b>				
D	15mm thick minimum Wood float plaster to walls to receive wall tiles m/s.	SM	-		
E	Steel trowelled smooth plasters to surfaces of wall to receive paint (m/s)	SM	740		
F	Steel trowelled smooth plasters to surfaces of,beams and columns	SM	220		
G	Steel trowelled smooth plasters to soffits surfaces of suspended slab	SM	261		
	<b>PAINTING AND DECORATING</b>				
	<b>Prepare and apply three coats silk vinyl emulsion paint or other approved by Architect</b>				
H	To plastered surfaces of walls	SM	740		
J	To plastered surfaces of,beams and columns	SM	220		
K	To plastered surfaces soffits of suspended slab	SM	261		
	<b>INTERNAL FLOOR FINISHES</b>				
	<b><u>cement and sand (1:4) backing</u></b>				
M	32mm thick cement and sand screed steel float finish with redoxide paint.	SM	533		
	<b><u>Ceramic floor tiles</u></b>				
	<b><u>Supply and fix approved non-slip ceramic floor tiles : 'Saj Ceramics' or equal and approved : jointed and grouted in coloured cement mortar</u></b>				
E	330x330x8mm thick ceramic floor tiles to classrooms	SM	533		
F	100mm hig tile skirting	LM	100		
	<b>Total carried to collection</b>				-

Item	Description	Unit	Qty	Rate Kshs	Amount Kshs
	<b><u>CEILING FINISHES</u></b>				
A	9mm thick chipboard horizontal ceiling fixed to and including 50x50mm sawn cypress brandering at 600mm c/c both directions ,finishing joint with fibre tape and skimming before applying finishing coats of paint	SM	272		
B	Extra`over ceiling for trap door size 600x600mm	NO	2		
	<b><u>Sawn cypress: pressure impregnated</u></b>				
C	50 x 50mm Brandering to ceilings at 600mm centres both ways: plugged to walls where necessary	LM	672		
	<b>CORNICE</b>				
D	150X25mm cornice	LM	100		
	<b>PAINTING AND DECORATING</b>				
	<b>Prepare and apply three coats matt emulsion paint or other and approved</b>				
E	To surfaces of chipboard suspended ceiling	SM	272		
D	Ditto to 150X25mm cornice surface.	LM	100		
	<b>Total carried to collection</b>				
	<b>COLLECTION</b>				
1	<b>Total Brought Forward From Page No.13</b>				-
2	<b>Total Brought Forward From above</b>				-
	<b>Carried Forward to Summary</b>				-

Item	Description	Unit	Qty	Rate	Amount
	<p><b>ELEMENT NO.8: RAILLING TO BALCONY</b></p> <p><b><u>Balustrading, canopies and terrace railings</u></b></p> <p>1500mm high mild steel railing to balconies comprising 50mm diameter handrail welded on to and including 40 x 40 x 3mm thick RHS posts built into concrete floors at 750mm centres and infilled with horizontal and diagonal 25 x 25 x 2mm thick RHS members including priming with red oxide primer before delivery to site all in accordance with project manager's drawings, details and approvals.</p> <p><b><u>Painting and decoration</u></b></p> <p>prepare and apply three coats of gloss oil paints to general surface of the railing both sides.</p>				
A		LM	41		
B		SM	98		
	<b>Carried Forward to Summary</b>				-

Item	Description	Unit	Qty	Rate Kshs	Amount Kshs
	<b>BILL NO 10.</b>				
	<b><u>STAIR CASES</u></b>				
	<b>Vibrated reinforced concrete (1;2;4) class 20 in;</b>				
A	steps and risers	CM	1		
B	Ditto but to sloping sides 150mm thick	SM	9		
C	Ditto but to 150mm landing.	SM	9		
	<b><u>FORMWORK TO;</u></b>				
D	Risers of staircase of 75-150mm high	LM	32		
E	Ditto but to 300mm wide steps	LM			
F	Ditto but to soffits of landing	SM	9		
G	Ditto but to sloping soffits of staircase	SM	9		
H	Ditto but to plain edges of string 150-225mm	LM	36		
	<b><u>REINFORCEMENT (ALL PROVISIONAL)</u></b>				
J	Assorted sizes of Y-10 and Y-12 bars	KGS	333		
	<b><u>Finishing staircase</u></b>				
	<b>Insitu cement sand (1:3) screed beds ,with wood float</b>				
K	25mm thick cement and sand (1:3) screed wood float finish to receive tile finish (m/s)to landing	SM	9		
L	Ditto to 300mm wide treads	LM	60		
M	Ditto to 150mm wide riser	LM	32		
N	soffits of landing	SM	9		
P	sloping soffits of staircase	SM	9		
	<b><u>Prepare and apply undercoat and two finishing coats first grade plastic emulsion paint as described to:</u></b>				
Q	soffits of landing	SM	9		
R	sloping soffits of staircase	SM	9		
	<b>carried to collection</b>				-

Item	Description	Unit	Qty	Rate	Amount
A	<p><b><u>Staircase balustrading, / railings</u></b></p> <p>1200mm high mild steel railing to staircases and balconies comprising 50mm diameter handrail welded on to and including 40 x 40 x 3mm thick SHS posts built into concrete floors at 750mm centres and infilled with horizontal and diagonal 25 x 25 x 2mm thick SHS members including priming with red oxide primer before delivery to site all in accordance with project manager's drawings, details and approvals.</p>	LM	12		
B	<p><b><u>Prepare and apply three coats gloss paints to metal railings on both sides.</u></b></p> <p>Balustrading and railing (m.s)</p>	SM	29		
	<p><b>Total carried to collection</b></p>				
	<p><b><u>COLLECTION</u></b></p>				
1	<p><b>Total brought forward from pg 18</b></p>				-
2	<p><b>TOTAL brought forward from above</b></p>				-
	<p><b>Staircase and ballustrating</b></p>				-

Item	Description	Unit	Qty	Rate Kshs	Amount Kshs
<b>BILL NO 11.</b>					
<b>PC AND PROVISIONAL SUMS</b>					
<b><u>ELECTRICAL INSTALATION WORKS</u></b>					
A	Allow a Provisional sums of <b>kshs..... only</b> for Electrical installation works to later details and approval.	Item	1	300,000.0	
B	Allow a Provisional sums of <b>kshs..... only</b> for Project Managers' supervision and documentations	Item	1	200,000.0	
C	Allow a Provisional sums of <b>kshs..... only</b> for Project Managers' supervision and documentations	Item	1	150,000.0	
<b><u>CONTINGENCIES SUMS</u></b>					
D	Allow a contigency sum of <b>kshs..... shillings to be expended at the project manager's discretion</b>	item	1	100,000.0	
<b>Total carried to main summary</b>					-

Item	Description	Unit	Qty	Rate Kshs	Amount Kshs
	<b>SECTION SUMMARY</b>				
1	Substructures works				-
2	Reinforced concrete works				-
3	External and internal walling				-
4	Roof construction and covering				-
5	Windows				-
6	Doors and ironmongery				-
7	External, internal wall and ceiling finishes				-
8	Railling to balcony				-
9	Staircase and Ballustrading				-
10	Allow a PC sum for Electrical works				-
	<b>Summary for the proposed works</b>				-

ITEM	GRAND SUMMARY				
1	PROPOSED BUILDER'S WORKS				-
2	SUB-TOTAL				-
3	ADD PRELIMINARIES %			2%	-
	<b>TOTAL CARRIED TO FORM OF TENDER (Rates are V.A.T Inclusive)</b>				-

Amount in words .....

.....

.....

.....

Signed:.....

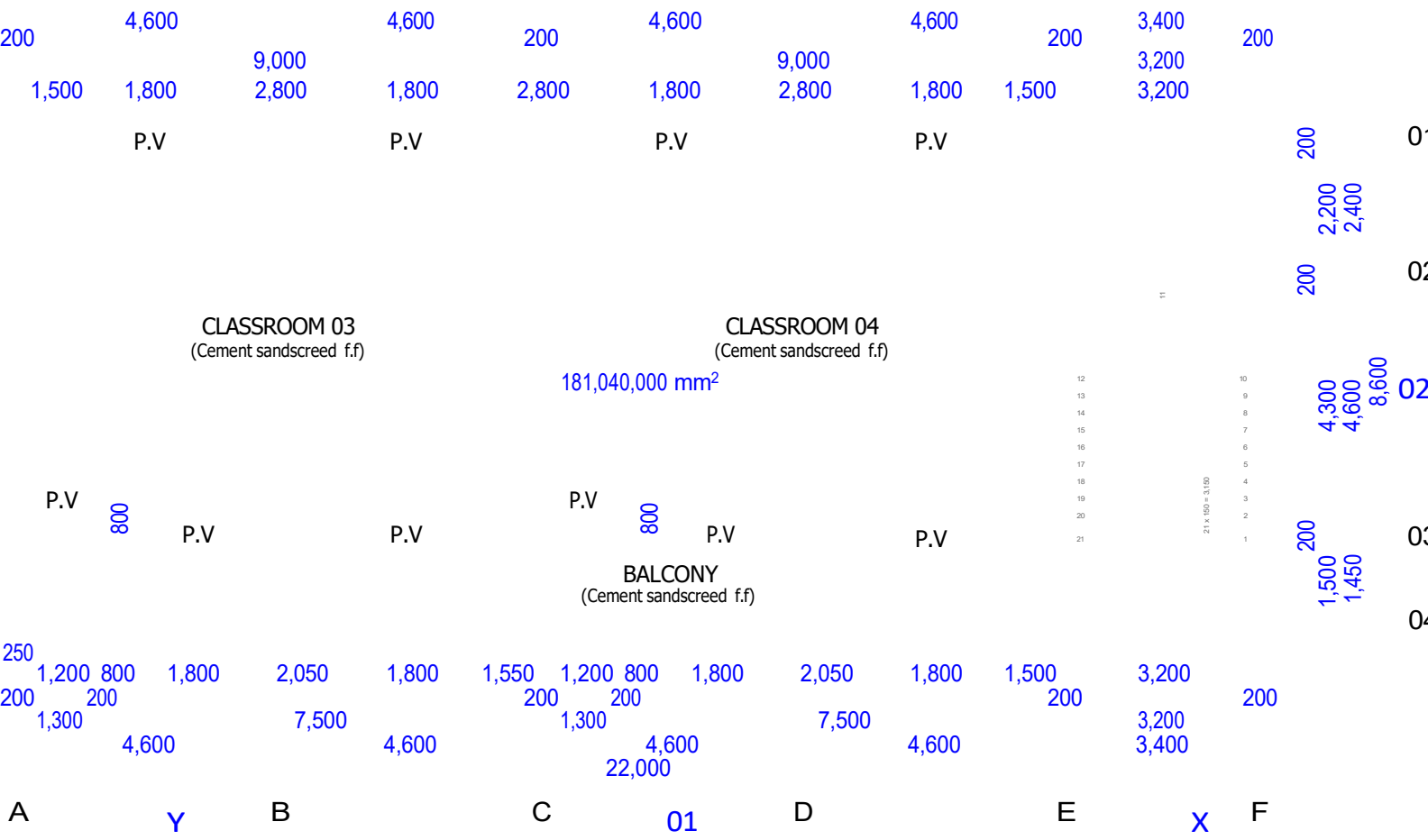
Client .....

Witness

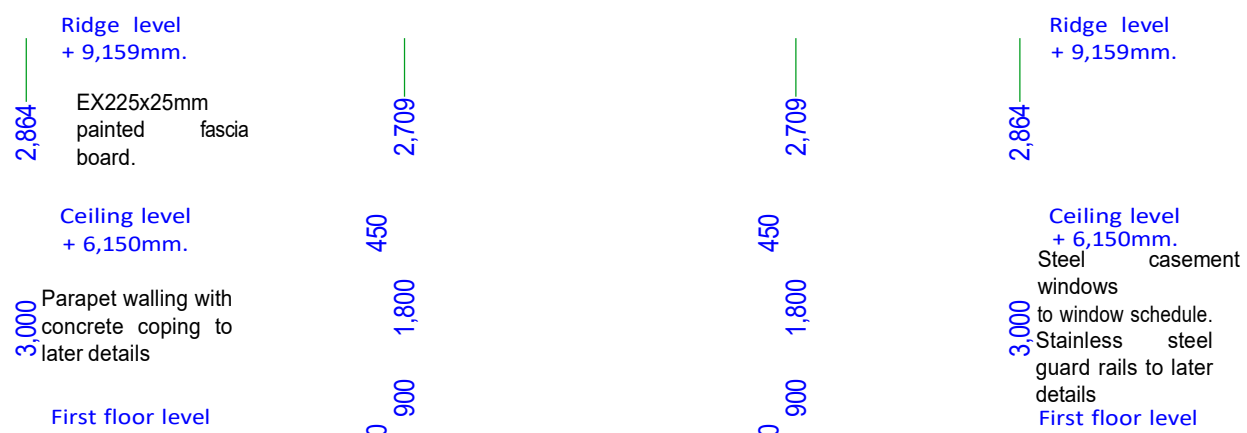
Signed.....

Name.....

Date.....



**FIRST B FLOOR PLAN  
LAYOUT  
(SCALE 1:150)**



- 01 Figured dimensions only to be taken from this drawing and all dimensions are in millimeters unless otherwise indicated
- 02 All r.c. works to structural engineer's detail
- 03 All windows and doors to have permanent vents as indicated
- 04 All vent pipes and flue pipes to be 1000 mm above eaves
- 05 All manhole covers in drive and parkings to be provided with heavy duty covers
- 06 All drain pipes under buildings, parkings and driveways to be encased into 150 mm thick concrete

### REVISIONS

no.	date	description
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- 03
- 04

**CLIENT:**  
**CHEPALUNGU**  
**CONSTITUENCY**

