

# REPUBLIC OF KENYA



## COUNTY GOVERNMENT OF GARISSA

MINISTRY OF LANDS, HOUSING, URBAN DEVELOPMENT AND PUBLIC WORKS

## PUBLIC WORKS DEPARTMENT

BILL OF QUANTITIES

FOR

PROPOSED CONSTRUCTION OF 2NO. ECD CLASSROOMS

AT

WELMARER ECD CENTRE- FAFI SUB-COUNTY

FOR

GARISSA COUNTY

TRNDER NO: CGG/ECD/T/008/2017-2018

**TENDER DOCUMENTS**

COUNTY ARCHITECT  
WORKS DEPARTMENT  
P.O BOX 41 - 70100  
**GARISSA**

COUNTY QUANTITY SURVEYOR  
WORKS DEPARTMENT  
P.O BOX 41 - 70100  
**GARISSA**

COUNTY WORKS OFFICER  
WORKS DEPARTMENT  
P.O BOX 41  
**GARISSA**

JANUARY, 2018

**COUNTY GOVERNMENT OF GARISSA**  
**MINISTRY OF LANDS, HOUSING, URBAN DEVELOPMENT AND PUBLIC WORKS**  
**PUBLIC WORKS DEPARTMENT**

**BILLS OF QUANTITIES**

Supplied as part of the Contract for **PROPOSED CONSTRUCTION OF 2NO. ECD CLASSROOMS AT WELMARER ECD CENTRE- FAFI SUB-COUNTY FOR GARISSA COUNTY.**

*Issued by*  
County Works Officers  
P.O BOX 41-70100  
Garissa

The Contract for the above mentioned works entered into this ..... day of .....2018 by the undersigned refers to these Bills of Quantities and the Department of Public Works General Specification date March, 1976 (together with any amendments issued thereto) shall be read and construed as part of the said contract.

Signed.....  
**CONTRACTOR** **COUNTY GOVERNMENT OF GARISSA**

**Date:** ..... **Date:** .....

**SPECIAL NOTES**

The Contractor is required to check the number of the pages of these Bills of Quantities and should he find any missing or in duplicate or figure indistinct he must inform the County Works Officer, Department of Public Works; Garissa at once and have the same rectified.

Further ,should the Contractor be in doubt about the precise meaning of any item or figure for any reason whatsoever, he must inform the Department Works Officer Department of Public Works, Garissa in order that the correct meaning may be decided before the date for submission of tenders.

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

The bills of Quantities and the General Specification and the Drawings shall be read and constructed together and whenever the descriptions in the Bills of Quantities do not agree with the description in the General Specification and the Drawings, the Bills of Quantities shall override the General Specification and whenever the Drawings do not agree with General Specifications then the Drawings shall override the General Specifications.



**STANDARD TENDER DOCUMENT**

FOR

**PROCUREMENT OF WORKS  
(SMALL WORKS)**

**PUBLIC PROCUREMENT OVERSIGHT  
AUTHORITY (PPOA)  
P.O. BOX 30007 - 00200  
NAIROBI.**

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## **INTRODUCTION**

- 1.10 This standard tender document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of works (e.g. Buildings, Roads, Bridges, Repairs and Maintenance) which the procuring entity considers to be small and where it is not required to be open tendering.
- 1.20 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 (a) 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
- I. 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.
- 1.4 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.

## **SECTION I**

### **INVITATION FOR TENDERS**

Tender reference No. ( **Tender No. CGG/ECD/T/008/2017-2018**)

1.1 Tender Name (**PROPOSED CONSTRUCTION OF 2NO. ECD CLASSROOMS AT WELMARER ECD CENTRE – FAFI SUB-COUNTY FOR GARISSA COUNTY**).

1.2 The (**County Government of Garissa**) invites sealed tenders for **PROPOSED CONSTRUCTION OF 2NO. ECD CLASSROOMS AT WELMARER ECD CENTRE – FAFI SUB-COUNTY FOR GARISSA COUNTY**.

1.2 Interested eligible candidates may obtain further information and inspect tender documents (and additional copies) at (**PUBLIC WORKS DEPARTMENT GARISSA**) 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. 1000.00** in Bankers Cheque payable to (**COUNTY GOVERNMENT OF GARISSA**)

1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for ( 60 ) days from the closing date of tender.

1.5 Completed tender documents are to be enclosed in plain sealed envelopes  
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 (**Urban Development offices, Former Garissa Municipal Council Offices**) or to be addressed to (**The County Secretary, County Government of Garissa, P.O Box 563- 70100 Garissa**) so as to be received on or before (**7<sup>th</sup> February, 2018 at 10.00am**).

1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at (**URBAN DEVELOPMENT BUILDING, FORMER GARISSA MUNICIPAL COUNCIL OFFICES**)

For (*Accounting Officer/Procuring Entity*)

**SECTION II**

**INSTRUCTIONS TO TENDERERS**

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## **INSTRUCTIONS TO TENDERERS.**

### **1. General**

- 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 said Appendix.
- 1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
  - (a) copies of certificates of registration, and principal place of business;
  - (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 clients who may be contacted for further information on these contracts;
  - (d) major items of construction equipment owned;
  - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
  - (f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
  - (g) authority to seek references from the Tenderer's bankers.
- 1.3 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.
- 1.4 The Tenderer, at the Tenderer's 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 Tenderer's own expense.
- 1.5 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.6 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 1.7 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 here below and any addenda issued in accordance with clause 2.4 herebelow:-
- (a) These instructions to Tenderers
  - (b) Form of Tender
  - (c) Conditions of Contract and Appendix to Conditions of Contract
  - (d) Specifications
  - (e) Drawings
  - (f) Bills of Quantities/Schedule of Rates (whichever is applicable)
  - (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.
- 2.3 A prospective Tenderer making inquiry 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 respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's 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 herebelow.

## **3. 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) The Tender;
  - (b) Tender Security;
  - (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
  - (d) Any other materials required to be completed and submitted by Tenderers.

- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. 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/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.
- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the 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.
- 3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.10 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

#### **4. Submission of Tenders**

- 4.1 The tender duly filled and sealed in an envelope 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.
- 4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.

Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.

- 4.4 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.
- 4.5 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.

## **5. Tender Opening and Evaluation**

- 5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the 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 Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 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's representative, 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/Quotation, 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 Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).

- (e) The Error Correction Factor shall be applied to all Builder's 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 forfeited.
- 5.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
  - 5.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
  - 5.7 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
  - 5.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
  - 5.9 Preference where allowed in the evaluation of tenders shall not exceed 15%
  - 5.10 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] 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 tender price or substance of the tender shall be sought, offered or permitted.
  - 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.

## **6. Award of Contract**

- 6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.
- 6.2 Notwithstanding the provisions of 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" which 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. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.

- 6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 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 amount stipulated in the Appendix to Conditions of Contract.
- 6.6 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.
- 6.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.8 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.

## **7. Corrupt and fraudulent practices**

- 7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.
- 7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.
- 7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

### SECTION III

#### CONDITIONS OF CONTRACT

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## **SECTION III - CONDITIONS OF CONTRACT**

### **1. Definitions**

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

**“Bills of Quantities”** means the priced and completed Bill of Quantities forming part of the tender [where applicable].

**“Schedule of Rates”** means the priced Schedule of Rates forming part of the tender [where applicable].

**“The Completion Date”** means the date of completion of the Works as certified by the Employer’s Representative.

**“The Contract”** means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

**“The Contractor”** refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

**“The Contractor’s Tender”** is the completed tendering document submitted by the Contractor to the Employer.

**“The Contract Price”** is the price stated in the Letter of Acceptance.

**“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 Employer’s Representative upon correction of defects by the Contractor.

**“The Defects Liability Period”** is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

**“Drawings”** include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

**“Employer”** Includes Central or Local Government administration, Universities, Public Institutions and Corporations and 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.

**“Site” means** the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

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

**“Employer’s Representative”** is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

**“Specification”** means the Specification of the Works included in the Contract.

**“Start Date”** is the date when the Contractor shall commence execution of the Works.

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

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

**“A Variation”** is an instruction given by the Employer’s Representative which varies the Works.

**“The Works”** are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

## **2. Contract Documents**

2.1 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) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,
- (7) Bills of Quantities or Schedule of Rates [whichever is applicable]

## **3. Employer’s Representative’s Decisions**

3.1 Except where otherwise specifically stated, the Employer’s Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

## **4. Works, Language and Law of Contract**

4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. 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 Employer’s Representative, and complete them by the Intended Completion Date.



- 4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

## **5. Safety, Temporary works and Discoveries**

- 5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.
- 5.2 The Contractor shall be responsible for the safety of all activities on the Site.
- 5.3 Any thing of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representative's instructions for dealing with them.

## **6 Work Program and Sub-contracting**

- 6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.
- 6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

## **7 The site**

- 7.1 The Employer shall give possession of all parts of the Site to the Contractor.
- 7.2 The Contractor shall allow the Employer's Representative and any other person authorised by the Employer's Representative ,access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

## **8 Instructions**

- 8.1 The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

## **9 Extension of Completion Date**

- 9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.

9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) delay in receiving possession of or access to the Site.

## **10 Management Meetings**

10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or

after the management meeting and stated in writing to all who attend the meeting.

10.2 Communication between parties shall be effective only when in writing.

## **11 Defects**

11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative 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.

11.2 The Employer's Representative 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.

11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative 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.

## **12 Bills of Quantities/Schedule of Rates**

12.1 The Bills of Quantities/Schedule of Rates 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 rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.

12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

## **13 Variations**

13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.

13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond

with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

- 13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

#### **14 Payment Certificates and Final Account**

14.1 The Contractor shall be paid after each of the following stages of Work listed herebelow (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.

- (i) **Advance payment shall not be granted**
- (ii) **First stage after completion of the works**
- (iii) **After defects liability period.**

14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect 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 Employer's Representative shall issue within 21 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 Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the

Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

## **15. Insurance**

15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

## **16. Liquidated Damages**

16.1 The Contractor shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

## **17. Completion and Taking Over**

17.1 Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

## **18. Termination**

18.1 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 continuously without reasonable cause or authority from the Employer's Representative;
- (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.
- (d) the Employer's Representative 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.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative 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.

## **19. Payment Upon Termination**

- 19.1 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 Site, plant, equipment and temporary works.
- 19.2 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 Employer's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, 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.
- 19.3 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 therefor the Employer's Representative 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.

## **20. Corrupt Gifts and Payments of Commission**

- 20.1 The Contractor shall not;
- (a) Offer or give or agree to give to any person in the service of the Employer any gifts 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 with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.
  - (b) 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 Laws of Kenya.

## **21. Settlement of Disputes**

- 21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party 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 of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

**APPENDIX TO CONDITIONS OF CONTRACT**

**THE EMPLOYER IS**

Name: **COUNTY GOVERNMENT OF GARISSA**

Address: **P.O BOX 563 – 70100 GARISSA**

Name of Employer’s Representative: **THE COUNTY SECRETARY**

Title; **COUNTY SECRETARY**

Telephone: .....

1.3 The name (and identification number) of the Contract **PROPOSED CONSTRUCTION OF 2NO. ECD CLASSROOMS AT WELMARER ECD CENTRE – FAFI SUB-COUNTY FOR GARISSA COUNTY.**

**TENDER NO: CGG/ECD/T/008/2017-2018**

The Works consist of **CONSTRUCTION OF 2NO. ECD CLASSROOMS**

The Start Date shall be **AGREED WITH THE PROJECT MANAGER**

The Intended Completion Date for the whole of the Works shall be .....

The following documents also form part of the Contract:  
**Those listed under clause 2.1**

The Site Possession Date shall be **AGREED WITH THE PROJECT MANAGER**

The Site is located at **WELMARER ECD CENTRE**

The Defects Liability Period is **(180 DAYS)**

Amount of Tender Security is Kshs 40,000 (Note: This amount should be between (0.5) percent and two (2) percent of the value of the Works)

The name and Address of the Employer for the purposes of submission of tenders is **COUNTY GOVERNMENT OF GARISSA**

The tender opening date and time is **SEE LETTER OF INVITATION TO TENDER**

The amount of performance security is 10% of tender sum....(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 to thirty (30) percent of the Contract Price)

## **SECTION IV – SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES/SCHEDULE OF RATES**

### **I. SPECIFICATIONS**

#### **Notes for preparing Specifications**

- 1.0 Specifications must be drafted to present a clear and precise statement of the required standards of materials and workmanship for tenderers to respond realistically and competitively to the requirements of the Employer and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be permanently incorporated in the Works be new, unused, of the most recent or current models and incorporating all recent improvements in designs and materials unless provided otherwise in the Contract.
- 2.0 Specifications from previous similar projects are useful and it may not be necessary to rewrite specifications for every works contract.
- 3.0 Care must be taken in drafting Specifications to ensure they are not restrictive. In the specification of standards for materials, plant and workmanship existing Kenya Standards should be used as much as possible otherwise recognized international standards may also be used.

### **II DRAWINGS**

- NOTE: 1. A list of the Contract Drawings should be inserted here  
2. The actual Contract Drawings including Site plans should be annexed in a separate booklet

### **III BILL OF QUANTITIES/SCHEDULE OF RATES**

#### **Notes for preparing Bills of Quantities**

1. The objectives of the Bills of Quantities are;
  - (a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and
  - (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

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



### **Notes for preparing Schedule of Rates**

Where the time limit or other constraints do not allow the preparation of a Bill of Quantities for the Works, a lump-sum Contract shall be adopted and a Schedule of Rates (in place of a Bills of Quantities) shall be issued as part of the tender documents.

The objectives of the Schedule of Rates are;

- (a) to provide sufficient information on the nature of work items to be performed to enable tenders to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a basis for the pricing of Works executed for interim and final valuations.

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

Measurement of Work executed after every agreed stage should be done and the quantities so obtained used alongside the rates in the schedule to arrive at interim valuation [for each stage]and the final valuation.

## SECTION V

### STANDARD FORMS

#### **List of Standard Forms**

- (i) Form of Invitation for Tenders**
- (ii) Form of Tender**
- (iii) Letter of Acceptance**
- (iv) Form of Agreement**
- (v) Form of Tender Security**
- (vi) Performance Bank Guarantee**
- (vii) Performance Bond**
- (viii) Bank Guarantee for Advance Payment**
- (ix) Qualification Information**
- (x) Tender Questionnaire**
- (xi) Confidential Business Questionnaire**
- (xii) Details of Sub-Contractors**

No Mandatory Site Visit but bidders can visit the site on their own convenience to obtain any information that might assist them in the submission of their bids.

Mandatory Requirements

- a) Certified copy of Certificate of incorporation
- b) Certified Copy of Registration Certificate with the National Construction Authority in the classes specified above
- c) Copy of Valid Tax Compliance Certificate (Will be verified on the KRA TCC Checker)
- d) Copy of PIN registration Certificate
- e) Certified copy of Single business permit
- f) Certified copy of CR 12 form
- g) Certified copy of Certificate of Registration for access to government procurement opportunities, from the Ministry of National Treasury (For Disadvantage groups; women, youth and Persons with Disability).
- h) Bidders shall serialize all pages for each tender document submitted; failure to which the bidder shall be disqualified.
- i) Bid security in the right amount and format as indicated in the respective tender documents.

**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: \_\_\_\_\_ *[Name of Employer]* \_\_\_\_\_ *[Date]*

\_\_\_\_\_ *[Name of Contract]*

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates 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]* Kenya Shillings \_\_\_\_\_ *[Amount in words]*
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until \_\_\_\_\_ *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

duly authorized to sign tenders for and on behalf of  
\_\_\_\_\_ [Name of Tenderer] of  
\_\_\_\_\_ [Address of Tenderer]

Witness; Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

**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] [Kenya  
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

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ between \_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_ (hereinafter called “the Employer”) of the one part AND \_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_ (hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

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

NOW THIS AGREEMENT WITNESSETH as follows:

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

(vii) Priced Bills of Quantities/Priced Schedule of Rates[whichever is applicable]

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

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

The common Seal of \_\_\_\_\_

Was hereunto affixed in the presence of \_\_\_\_\_

Signed Sealed, and Delivered by the said \_\_\_\_\_

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

In the presence of (i) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

[ii] Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

**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, its 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 instructions to tenderers  
Or
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 the 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 recognised 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 any 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 \_\_\_\_\_

**(Amend accordingly if provided by Insurance Company)**

**PERFORMANCE BOND**

By this Bond, We \_\_\_\_\_ of (or whose registered office is situated at] \_\_\_\_\_

as Principal (hereinafter called "the Contractor") and \_\_\_\_\_

\_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_

as Surety (hereinafter called "the Surety"), are held and firmly bound unto

\_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_

as Obligee (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
- (3) 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

- (4) 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 \_\_\_\_\_ SIGNED ON \_\_\_\_\_

On behalf of \_\_\_\_\_ On behalf of \_\_\_\_\_  
*[name of Contractor]* *[name of Surety]*

By \_\_\_\_\_ By \_\_\_\_\_

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

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

Address \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**QUALIFICATION INFORMATION**

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

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);

Place of registration: \_\_\_\_\_

Principal place of business \_\_\_\_\_

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

1.2 Total annual volume of construction work performed in the last five years

Year	Volume	
	Currency	Value

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list 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
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

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

)			
---	--	--	--

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

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

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

\_\_\_\_\_

\_\_\_\_\_

1.7 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.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1.10 Proposed program (work method and schedule) for the whole of the Works.

## **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**

Please fill in block letters.

- 1. Full names of tenderer;

.....

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

.....

- 3. Telephone number (s) of tenderer;

.....

- 4. Telex of tenderer;

.....

- 5. Name of tenderer's representative to be contacted on matters of the tender during the tender period;

.....

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

.....

.....

\_\_\_\_\_  
Signature of Tenderer

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 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 Details</i>	<i>Shares</i>
1	.....	.....	.....	.....
2	.....	.....	.....	.....
3	.....	.....	.....	.....



**DETAILS OF SUB-CONTRACTORS**

If the Tenderer wishes to sublet any portions of the Works under any heading, he must 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-contractor's 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-contractor's experience  
of similar works carried out  
in the last 3 years with  
contract value: .....  
.....

\_\_\_\_\_  
[Signature of Tenderer)

\_\_\_\_\_  
Date

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned 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)* \_\_\_\_\_

\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER



**TECHNICAL EVALUATION**

**Detailed Scoring Matrix for Technical Evaluation**

Item	Description	Scoring breakdown	Max- points	Score
1	<p>Similar works completed in the last five (5) years <i>(Attach completion certificates as proof of completion)</i></p> <p>3 projects and above successfully completed</p> <p>2 projects successfully completed</p> <p>1 project successfully completed</p> <p>None or no relevant project</p>	<p>(Aggregate score)</p> <hr/> <p>15  </p> <p>10  </p> <p>5</p> <p>0</p>	15	
2	<p>Schedules of on – going projects <i>(Attach award letters or interim certificates or other documentary proof)</i></p> <p>3 projects and above ongoing well</p> <p>2 projects ongoing well </p> <p>1 projects ongoing well </p> <p>- No score for projects established as being behind schedule or suspended / where the contractor has been served with a default notice</p>	<p>(Aggregate score)</p> <hr/> <p>8</p> <p>4</p> <p>2</p>	8	

5	<p>Schedule of contractors equipment (Attach log books for vehicles, purchase receipts for equipment or lease agreements)</p> <p>Transport equipment Owned (Minimum 15Tons)</p> <p>Transport Equipment Hired (Minimum 15Tons)</p> <p>Concrete Mixing equipment owned (Min 250 Ltrs)</p> <p>Concrete Mixing equipment Hired (Min 250 Ltrs)</p> <p>Hoisting equipment Owned</p> <p>Hoisting equipment hired</p> <p><b>Maximum Attainable</b></p>	<p>(Add Individual item score)</p> <p>5</p> <p>2</p> <p>6</p> <p>3</p> <p>4</p> <p>2</p> <p><b><u>15</u></b></p>	15	
6	<p>Qualifications and experience of key personnel (Attach CVs and certificates)</p> <p>Director of the firm / C.E.O or Project Manager who is a holder of degree / diploma in relevant construction discipline</p> <p>Site agent or site manager ditto</p> <p>Site foreman – holder of diploma</p> <p><b>Total</b></p>	<p>(Add individual item score)</p> <p>3</p> <p>3</p> <p>4</p> <p><b><u>10</u></b></p>	10	

7	<p>Audited financial reports for the last 3 years</p> <p>3 years attached; found satisfactory</p> <p>2 years attached; found satisfactory</p> <p>1 year attached; found satisfactory</p> <p>None</p>	<p><u>(Aggregate score)</u></p> <p>5</p> <p>3</p> <p>1</p> <p>0</p>	5	
8	<p>Evidence of financial resources</p> <p>Current bank statements satisfactory</p> <p>Current letters of credit from a bank ditto</p> <p>Current supplier letters of credit ditto</p> <p>None</p>	<p><u>(Aggregate score)</u></p> <p>15</p> <p>10</p> <p>7</p> <p>0</p>	15	
9	<p>Name, address and telephone of bank reference</p> <p>Provided and satisfactory</p> <p>None</p>	<p><u>(Aggregate score)</u></p> <p>5</p> <p>0</p>	5	
10	<p>Declaration not to engage in corrupt activities:</p> <p>Provided and satisfactory</p> <p>None</p>	<p><u>(Aggregate score)</u></p> <p>2</p> <p>0</p>	2	
11	<p>Litigation and arbitration history (Provide affidavit)</p> <p>Provided and satisfactory</p>	<p><u>(Aggregate score)</u></p> <p>3</p>	3	

12	<p>Completeness and clarity of the tender documents</p> <p>Satisfactory</p> <p>Not satisfactory</p>	<p>(Aggregate score)</p> <hr/> <p>2</p> <p>0</p>	2	
13	<p>Working Methodology</p> <p>Attempt to Present</p> <p>Presentation of a Functional Safety Plan</p> <p><b>Note:</b> <i>Focus on duration (work schedule), site safety, traffic and noise management, site organization; with understanding of the task and likely challenges with proposals for solutions / mitigation measures.</i></p>	<p>(Aggregate score)</p> <hr/> <p>3</p> <p>5</p>	5	
<b>TOTAL</b>			<b>85</b>	

Only bidders who scores 51 points and above shall be considered for further evaluation.

**C) Stage 3 – Financial evaluation**

**Sub – Stage i: Checking Errors**

Tenders shall be checked for errors, inconsistencies and front loading.

The following tenders shall be automatically disqualified.

- i) Tenders with an arithmetic error of more than 10%.
- ii) Tenders that in the opinion of the committee are frontloaded provided there is evidence of front loading.
- iii) Tenders with errors or inconsistencies in pricing that are significant enough to cause distortion in a successful contractor's cash flow or put the client in a contractually unfavourable or risky position.

The bid shall be checked for arithmetic errors based on the rates and the total sums indicated in the bills of quantities.

- a) Confirmation shall be sought in writing from the tenderers whose tender sums will be determined to have a significant arithmetic error to their disadvantage, to confirm whether they stand by their tender sums. The error shall be treated as per **clause 1.3.4.5 of Instructions to Tenderers**.

Noncompliance with the above shall lead to **automatic disqualification from further evaluation**.



Discount if any shall be treated as an error and adjusted as per the procedure set under **clause the instructions to tenderers.**

*The remaining tenders shall proceed to stage 2*

**Sub – Stage ii: Comparison of rates**

The evaluation committee will compare rates from different bidders and take further notes on consistency of rates and front loading. The evaluation committee will judge and make an appropriate decision giving evidence.

The formula in determining the financial score is as follows: - (The single currency for the price conversion is KENYA SHILLINGS)

$$SF = (FM / F) \times 100$$

SF = Financial Score

FM = Lowest Financial Proposal

F = Financial Proposal under consideration.

By the formula above, the lowest bid will therefore attain maximum financial score. The lowest tender that passes stage 1 of financial evaluation will not necessarily be the winning bid since the technical score will also be put into consideration as per formula presented under stage 4.

**(D) Stage 4 – Combined Financial and Technical Score**

The evaluation results will be ranked on Combined Financial and Technical Score which is given as follows:-

**The weights given to the technical Evaluation (T) is 0.70 (70%) and for financial Evaluation (P) is 0.30 (30%).**

$$S = St \times T\% + Sf \times P\%$$

Where,

St = Technical Score

T = Technical Weighting

Sf = Financial Score

P = Financial Weighting

S = Combined Financial and Technical Score

The tender that attains highest Score in the Stage 4 (Combined Technical and Financial Evaluation) shall be the winning bid.

The employer shall however reserve the right to exercise due diligence relating to confirmation of information submitted by the bidder. Any bidder who shall be found to have supplied wrong or misleading information shall be disqualified and the next lowest tender that has passed stage 1 shall be considered.

**SECTION NO. 1**

**PRELIMINARIES**

## **SPECIAL NOTES TO BE READ PRIOR TO PRICING THESE BILLS OF QUANTITIES**

1. The Contractor is required to check the number of pages of Bills of Quantities against the index stated on page (i) and should he find any missing, in duplicate or indistinct, he must inform the Quantity Surveyor at once and have the same rectified.
2. Should the Contractor be in doubt about the precise meaning of any item or figure, for any reason whatsoever, he must inform the Quantity Surveyor in order that the correct meaning may be decided before the date of submission of the tenders.
3. No liability will be admitted or claim allowed in respect of errors in the Contractor's Tender due to mistakes in the Bills of Quantities which should have been rectified in the manner described above.
4. The Contractor shall not alter or otherwise qualify the text of these Bills of Quantities. Any alteration or qualification made without authority will be ignored and the text of the Bills of Quantities as printed will be adhered to.
5. The Contractor shall be deemed to have made allowance in his prices generally to cover items of Preliminaries or additions to Prime Cost Sums or other items, if the Contractor has not priced these where appropriate.
6. All items of measured work shall be priced in detail and Tenders containing lump sums to cover trades or groups of work must be broken down to show prices of each item before they will be accepted. Lump sums to cover items of preliminaries shall likewise be broken down if required.
7. The Contractor is advised to visit the site to acquaint himself with its nature and position; access road, structures to be demolished or any other limitations, and the conditions under which the works shall have to be carried out.
8. In no case will any expenses incurred by Contractors in preparation of this Tender be allowed.
9. The copyright of these Bills of Quantities is vested in the Quantity Surveyors and no part thereof may be reproduced without their express permission given in writing.
10. The Contractor is solely responsible for the accurate ordering of materials in accordance with the Drawings and Architect's instructions and no claim for any loss or expense will be entertained for orders for materials based upon the Bills of Quantities.
11. All rates shall be deemed to include all Government Taxes and in particular on Value Added Tax (VAT). Any separate claims on taxes which should have been calculated as above will not be allowed.
12. The Bills of Quantities must be priced in Kenya currency i.e. shillings and cents.
13. For Electrical and Air conditioning Equipment, the Tenderer shall provide leaflets and catalogues giving technical and physical details of Equipment being offered by him as an integral part of his bid.

### Special Notes

ITEM NO	<u>DESCRIPTION</u>	SHS	CTS
	<p><u>SECTION NO. 1</u></p> <p><u>PRELIMINARIES</u></p> <p>Preliminary Particulars of Contract</p> <p>A The ‘Employer’ is Garissa County Government P.O. Box 563 - 70100 Garissa</p> <p>B The ‘Architect’ is County Architect, Public Works P.O. Box 41 - 70100 Garissa</p> <p>C The ‘Quantity Surveyor’ is County Quantity Surveyor, Public Works P.O. Box 41 - 70100 Garissa</p> <p>D The ‘Mechanical/ Electrical Engineer’ is County Mechanical Engineer, Public Works P.O. Box 41 - 70100 Garissa</p> <p>E The ‘Civil/Structural Engineer’ is County Structural Engineer, Public Works P.O. Box 41 - 70100 Garissa</p> <p>F The ‘Contractor’ is The Person or Persons, Partnership Firm or Company whose Tender for this work has been accepted who has or have signed this contract and shall include his or their heirs, executors, administrators, assignees, successors, and duly appointed representatives.</p> <p>G The Project Manager is County Works Officer, Public Works P.O. Box 41 - 70100 Garissa</p>		
	Carried to collection	Kshs.	
	<p><u>PRELIMINARIES</u></p> <p>1/1</p>		

ITEM NO	<u>DESCRIPTION</u>	SHS	CTS
A.	<u>LOCATION OF SITE</u> The site is located in <b>WELMARER ECD CENTRE.</b>		
B.	<u>SITE VISIT</u> The Contractor shall visit the site to acquaint himself with the nature and position; nature of ground substrata and other supplies, access roads or any other limitations. If the Contractor is unable to locate the site he can seek further guidance and information from the Architect. No claims whatsoever for extras on account of lack of knowledge in this respect will be considered		
C.	<u>DRAWINGS</u> The drawings used in preparing these Bills of Quantities are as in Appendix (A) at the end of these Bills of Quantities. Drawings may be inspected at the office of the Architect or Quantity Surveyor by prior appointment.		
D.	<u>DESCRIPTION OF WORKS</u>  The works comprise of:- <b>PROPOSED CONSTRUCTION OF 2 NO ECD CLASSROOMS .</b>		
	Carried to collection	Kshs.	
	<u>PRELIMINARIES</u>		

ITEM NO	<u>DESCRIPTION</u>	SHS	CTS
A.	<p><u>CONSTRUCTION PROGRAMME OF WORKS</u></p> <p>The Contractor shall state in his tender the number of weeks he requires to complete the whole Contract.</p> <p>The Contractor will be required to draw up a programme to the approval of the Architect, to embody the stipulated completion dates for the works.</p>		
	Carried to collection	Kshs.	
	<u>PRELIMINARIES</u>		

ITEM NO	<u>DESCRIPTION</u>	SHS	CTS
A	<p><u>CONTRACT PARTICULARS</u></p> <p><u>Form of Contract</u></p> <p>The Contractor will be required to enter into a contract with the Employer which will be the current Form of Agreement and Conditions of contracts for building works (1999) Edition as printed by the joint building council (With Quantities), except in so far as varied hereafter. The Form of Contract can be inspected at the offices of the Quantity Surveyors.</p>		
B	<p>The Contractor's attention is called to the following Clauses of the Conditions of Contract which shall be read as incorporated herein and he shall allow any sums which he considers necessary for the carrying out and observance of such Conditions.</p> <p>Clause</p> <p>1.0 Definitions</p> <p>2.0 Articles of Agreement</p> <p>3.0 General obligations of the Employer</p> <p>4.0 General obligations of the contractor</p> <p>5.0 General obligations of the Architect</p> <p>6.0 General obligations of the Fire Officer</p> <p>7.0 Contract documents</p> <p>8.0 Contract bills and contract price</p> <p>9.0 Contractor's site agent and other staff</p> <p>10.0 Clerk of works</p> <p>11.0 Liability against injury to persons and property</p> <p>12.0 Insurance against injury to persons and property</p> <p>13.0 Insurance of the works (Contractor's liability)</p> <p>14.0 Insurance of the works (Employer's liability)</p>		
	Carried to collection	Kshs.	
	<u>PRELIMINARIES</u>		

ITEM NO	DESCRIPTION	SHS	CTS
	<u>Clause cont..</u>		
15.0	Insurance of the works (Works of alterations etc)		
16.0	Performance bond		
17.0	Compliance with regulations, notice, etc		
18.0	Programme of works		
19.0	Access to the works		
20.0	Possession of site and commencement of works		
21.0	Leveling and setting out		
22.0	Architect's Instructions		
23.0	Specifications of good materials and workmanship[		
24.0	Samples and tests		
25.0	Royalties and patent rights		
26.0	Assignment		
27.0	Subletting		
28.0	Suspension of the works by the Architect		
29.0	Suspension of the works by the Contractor		
30.0	Variations		
31.0	Nominated sub-contractors		
32.0	Nominated suppliers		
33.0	Work by other persons engaged by the Employer		
34.0	Payments		
35.0	Fluctuations		
36.0	Extension of time		
37.0	Loss and expense caused by disturbance of regular progress of works		
	Carried to collection	Kshs.	
	<u>PRELIMINARIES</u>		
	1/5		



ITEM NO	DESCRIPTION	SHS	CTS
	<u>Clause cont..</u>		
38.0	Termination of the contract by the Employer		
39.0	Termination of contract by the Contractor		
40.0	Termination of the contract by either party		
41.0	Practical completion and defects liability		
42.0	Sectional completion		
43.0	Damages for delay in completion		
44.0	Antiquaries and other objects of value		
45.0	Settlement of disputes		
	Carried to collection	Kshs.	
	<u>PRELIMINARIES</u>		
	1/6		

ITEM NO	DESCRIPTION	SHS	CTS																														
A	<p align="center"><u>APPENDIX TO THE CONDITIONS OF CONTRACT CONTN</u></p> <p align="center"><u>CLAUSE</u></p> <table border="0"> <tr> <td data-bbox="220 409 539 477">Date for practical completion</td> <td data-bbox="547 409 707 443">20.2</td> <td data-bbox="730 409 1174 477">As determined from the completion period entered in the form of tender</td> </tr> <tr> <td data-bbox="220 510 539 611">Name of the Bank for Purposed of interest Calculation</td> <td data-bbox="547 510 707 611">31.14 32.4.5 34.6</td> <td data-bbox="730 510 1174 544">Central Bank of Kenya</td> </tr> <tr> <td data-bbox="220 645 539 712">Interval for application Of payment certificates</td> <td data-bbox="547 645 707 678">34.1</td> <td data-bbox="730 645 1174 678">Monthly</td> </tr> <tr> <td data-bbox="220 745 539 813">Minimum amount of Payment certificate</td> <td data-bbox="547 745 707 779">34.4</td> <td data-bbox="730 745 1174 779">Not applicable</td> </tr> <tr> <td data-bbox="220 846 539 913">Percentage of certified Value retained</td> <td data-bbox="547 846 707 880">34.12</td> <td data-bbox="730 846 1174 880">10%</td> </tr> <tr> <td data-bbox="220 947 539 1014">Limited of retention Fund</td> <td data-bbox="547 947 707 981">34.12</td> <td data-bbox="730 947 1174 981">5% of the contract sum</td> </tr> <tr> <td data-bbox="220 1048 539 1149">Period for release of Interest on retention Money to contractor</td> <td data-bbox="547 1048 707 1081">34.15</td> <td data-bbox="730 1048 1174 1081">Not applicable</td> </tr> <tr> <td data-bbox="220 1182 539 1283">Period of final Measurement and Valuation</td> <td data-bbox="547 1182 707 1216">34.17</td> <td data-bbox="730 1182 1174 1249">Three months from practical completion</td> </tr> <tr> <td data-bbox="220 1317 539 1350">Defects liability period</td> <td data-bbox="547 1317 707 1350">41.6</td> <td data-bbox="730 1317 1174 1350">Six months from practical completion</td> </tr> <tr> <td data-bbox="220 1384 539 1451">Damages for delay in Completion</td> <td data-bbox="547 1384 707 1417">43.1</td> <td data-bbox="730 1384 1174 1451">At the rate of Kshs. 100,000/- per week or part thereof</td> </tr> </table>	Date for practical completion	20.2	As determined from the completion period entered in the form of tender	Name of the Bank for Purposed of interest Calculation	31.14 32.4.5 34.6	Central Bank of Kenya	Interval for application Of payment certificates	34.1	Monthly	Minimum amount of Payment certificate	34.4	Not applicable	Percentage of certified Value retained	34.12	10%	Limited of retention Fund	34.12	5% of the contract sum	Period for release of Interest on retention Money to contractor	34.15	Not applicable	Period of final Measurement and Valuation	34.17	Three months from practical completion	Defects liability period	41.6	Six months from practical completion	Damages for delay in Completion	43.1	At the rate of Kshs. 100,000/- per week or part thereof		
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	Carried to collection	Kshs.																															
	<u>PRELIMINARIES</u>																																

ITEM NO	DESCRIPTION	SHS	CTS
A	<p><u>GENERAL MATTERS OF CONTRACT:</u></p> <p><u>Sufficiency of Tender:</u></p> <p>The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the works and of the rates and prices stated in the priced Bills of Quantities, which rates and prices shall cover all his obligations under the Contract and all matters that are necessary for the proper completion and maintenance of the works.</p>		
B	<p><u>Stamp Charges:</u></p> <p>The Contractor shall allow for the payment of all stamp Charges in connection with the Contract Agreement.</p>		
C	<p><u>Definitions and Abbreviations:</u></p> <p>Terms used in these Bills of Quantities shall be interpreted as follows:-</p> <p>“Approved” shall mean approved by the Architect.</p> <p>“Directed” shall mean as directed by the Architect.</p> <p>“Selected” shall mean selected by the Architect at his absolute discretion</p> <p>“B.S” shall mean the current British Standard Specification published by the British Standards institution , 2 Park Street, London, W.I England</p> <p>“Prs” shall mean Pairs</p> <p>“Qty” shall mean Quantity</p> <p>“m<sup>2</sup>” shall mean square metre</p> <p>“m<sup>3</sup>” shall mean cubic metre</p> <p>“m” shall mean linear metre</p> <p>“mm” shall mean millimetre</p> <p>“No.” shall mean number</p> <p>“Kg” shall mean kilogramme</p> <p>“Do” or “Ditto” shall mean the whole of the preceding description except as qualified in the description in which it occurs.</p>		
	Carried to collection	Kshs.	
	<u>PRELIMINARIES</u>		

ITEM NO	DESCRIPTION	SHS	CTS
	<p>“As described” shall mean as described previously in a foregoing Bill or in Trade Preambles or in the Ministry of Public Works, General Specification for Building works 1976 Edition or any subsequent revision thereof.</p> <p>“Fix only” shall mean take delivery in Nairobi (unless otherwise stated), pay all demurrage and transport charges, load and transport to site where necessary, unload, store, unpack, check contents against orders and packing lists, assembly as necessary, distribute to position, hoist and fix only.</p> <p>“Works” shall mean all or any portion of the work, materials and articles, wherever the same are being manufactured or prepared, which are to be used in the execution of this Contract and whether the same may be on the site or not.</p> <p>“Bill of Quantities” means the priced and completed Bills of Quantities forming part of the tender.</p> <p>“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 references therein to execute, complete and maintain the Works.</p> <p>“The Contractor” refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.</p> <p>“Nominated Subcontractors or Suppliers” refer to persons or corporate bodies whose tenders to carry out the works have been accepted by the Employer, working under the Contractor.</p> <p>“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.</p> <p>“The Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.</p> <p>“Days” are calendar days; “Months” are calendar months.</p> <p>“A Defect” is any part of the Works not completed in accordance with the Contract.</p> <p>“The Defects Liability Certificate” is the certificate issued by the Architects upon correction of defects by the Contractor.</p> <p>“The Defects Liability Period” is the period named in the Contract Data and calculated from the Completion Date.</p> <p>“Drawings” include calculations and other information provided or approved by the Architect for the execution of the Contract.</p>		
	Carried to collection	Kshs.	
	<u>PRELIMINARIES</u>		

ITEM NO	DESCRIPTION	SHS	CTS
	<p>“Dayworks” are works inputs subject to payment on a time basis for labour and the associated materials and plant.</p> <p>“Employer” or the “Procuring entity” is the party who employs the Contractor to carry out the Works.</p> <p>“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.</p> <p>“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 Architect by issuing an extension of time or an acceleration order.</p> <p>“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.</p> <p>“Plant” is any integral part of the Works that shall have a mechanical, electrical, chemical or biological function.</p> <p>“Prime Cost Sum” means a sum included in the Contract Bills for Works or services to be executed by a nominated Subcontractor, statutory or other authority or for materials or goods to be obtained from a nominated supplier.</p> <p>“Provisional Sum” means a sum included in the Contract Bills for the execution of work which cannot be entirely foreseen, defined or detailed at the time the tender documents are issued.</p> <p>“Site” is the area defined as such in the Appendix to Condition of Contract.</p> <p>“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.</p> <p>“Specifications” means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Architect.</p> <p>“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).</p> <p>“Temporary Works” are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Works.</p> <p>“A Variation” is an instruction given by the Architect which varies the Works.</p>		
	Carried to collection	Kshs.	
	PRELIMINARIES		

ITEM NO	DESCRIPTION	SHS	CTS
A	<p><u>Progress Schedule:</u></p> <p>The Contractor shall, upon receiving instructions to proceed with the works, draw up a Time and Progress Schedule setting out the order in which the works are to be carried out and stating the appropriate dates. The line programme shall be designed in such a way that the progress can be marked up as the work progress. This Time and Progress Schedule is to be agreed with the Architect and no deviation from the order set out in this schedule will be permitted without the written consent of the Architect. The Main Contractor will be responsible for agreeing of the above programmed with all Subcontractors including the Nominated Subcontractors and Nominated Suppliers.</p>		
B	<p><u>Figured Dimensions:</u></p> <p>Figured dimensions are to be followed in preference to dimensions scaled from the Drawings, but whenever possible dimensions are to be taken on the Site or from the buildings. Before any work is commenced by Subcontractors or specialist Firms, dimensions must be checked on the Site and/or building and agreed with the Contractor, irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.</p>		
C	<p><u>Provisional Work:</u></p> <p>All “Provisional” and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measurement the Contractor shall give notice to the Quantity Surveyor.</p> <p>If the Contractor makes default in these respects, he shall, if the Architect so directs, uncover the work at his own expense to enable measurements to be taken.</p>		
D	<p><u>Lighting and Power:</u></p> <p>The Contractor shall provide all artificial lighting and power for use on the works, including all temporary connections, wiring, fittings, etc., and clear away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith for lighting and power for Nominated Subcontractors and Specialists see Clauses.</p>		
	Carried to collection	Kshs.	
	PRELIMINARIES	1/11	

ITEM NO	DESCRIPTION	SHS	CTS
A	<p><u>Water</u></p> <p>The Contractor shall provide at his own risk and cost all water for use in connection with the works, make arrangements with the Local Authority for the installation of a separate meter for all water used by him throughout the contract and pay all costs and fees in connection therewith. He shall also provide temporary storage tanks and tubing, etc. as he may consider necessary and clear away at completion.</p> <p>All water shall be fresh, clean and pure free from earth, vegetable or organic matter, acid or alkaline substance in solution or suspension.</p>		
B	<p><u>Existing Services</u></p> <p>Prior to commencement of any work the Contractor is to ascertain from the relevant Authorities the exact position, depth and level of existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any service shall be reported immediately to the Architect and the relevant authority and shall be made good to their satisfaction at the Contractor's expense.</p>		
C	<p><u>Transport to and from the site:</u></p> <p>The Contractor shall include in his prices for the transport of materials, workmen, etc., to and from site of the proposed works, at such hours and by such routes as are permitted by the Authorities.</p>		
D	<p><u>Labour Camps:</u></p> <p>No labour camps will be allowed on site. The Contractor may however liaise with adjacent property owners and locate his camps within good distance from the site.</p>		
E	<p><u>Public and Private Roads, Pavements, etc.</u></p> <p>The Contractor will be required to make good, at his own expense, any damage he may cause to the present road surfaces and pavements during the period of the works. In particular all existing lawns, gardens, paths, storm water channels, hedges, fences, etc, which may be destroyed or damaged during the progress of the works are to be made good by the Contractor to the approval of the Architect.</p>		
	Carried to collection	Kshs.	
	<u>PRELIMINARIES</u>		

ITEM NO	DESCRIPTION	SHS	CTS
A	<p><u>Contractor's Superintendence:</u></p> <p>The Contractor shall constantly keep on the works a literate English-speaking Agent or Representative, competent and experience in the kind of work involved, who shall give his whole time to the superintendence of the works. Such agent or Representative shall receive on behalf of the Contractor, directions and instructions from the Architect and such directions and instructions shall be deemed to be given to the Contractor in accordance with conditions of Contract. The agent shall not be replaced without the specific approval of the Architect.</p>		
B	<p><u>Government Acts regarding Work people etc</u></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 insurance, pensions and holidays for workpeople or to the safety, health or welfare of 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 organization of the works, supply and control of labour, etc and allow accordingly in his tender.</p> <p>No claim in respect of want of knowledge in this connection will be entertained.</p> <p><u>Particular attentions is drawn</u> to the Rules published in Legal Notice 179, dated 02 June 1978. (Building Operations and Work of Engineering Construction)</p>		
C	<p><u>Health and Safety</u></p> <p>The Contractor is required to prepare and submit a detailed health and safety plan for the construction period prior to the start of construction to the Architect.</p>		
D	<p><u>Security of Works etc</u></p> <p>The Contractor shall be entirely responsible for the security of all the works, stores, materials, plant, personnel, members of the public, etc both his own and Subcontractor's 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>		
	Carried to collection	Kshs.	
	<u>PRELIMINARIES</u>		



ITEM NO	DESCRIPTION	SHS	CTS
A	<p><u>Working Hours</u></p> <p>The working hours shall be those generally worked by good employers in the Building and Civil Engineering Trades in Kenya. Works may be carried out at night or on gazette holidays with approval of the Architect. Works so carried out shall not be deemed to be overtime.</p> <p><u>Firm Price Contract</u></p> <p>Unless otherwise specifically stated no claim for increased costs will be entertained excepting only increased costs arising from fluctuation clause as defined in the conditions of contract.</p> <p><b><u>MATERIALS AND WORKMANSHIP:</u></b></p> <p><u>Generally:</u></p> <p>All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified is to be the best quality obtained in the ordinary meaning of the word, “best” and not merely a trade signification of the word.</p> <p>All materials and workmanship shall unless otherwise specified or described conform to the appropriate British Standards Institution Specification current at the date of Tender</p> <p>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 such materials are on site when required for use in the works.</p> <p>The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.</p> <p>The works throughout shall be executed by skilled workmen well versed in their respective trades.</p> <p>The Bills of Quantities shall not be used for the purpose of ordering materials</p>		
B	<p><b>Rejected Workmanship or Materials</b></p> <p>Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must be immediately removed from the site and replaced at the Contractor’s expense, as required.</p>		
	Carried to collection	Kshs.	
	<u>PRELIMINARIES</u>		

ITEM NO	DESCRIPTION	SHS	CTS
<p>A</p> <p><u>Proprietary Materials:</u></p> <p>Where proprietary materials are specified hereinafter the Contractor may propose the use of materials of other manufacture but of equal quality for approval by the architect.</p> <p>All materials and goods, where specified to be obtained from a particular manufacturer or supplier, are to be used or fixed strictly in accordance with their instructions.</p> <p>B</p> <p><u>Samples:</u></p> <p>The Contractor shall furnish at the earliest possible opportunity before work commences and at his own cost, any samples of materials or workmanship that may be called for by the Architect for his approval or rejection and any further samples in the case of rejection until such samples are approved by the Architect and such samples when approved shall be of minimum standard for the work to which they apply.</p> <p>C</p> <p><u>Concrete Tests:</u></p> <p>Concrete test cubes, i.e. per set of three as later described including testing fee, labour and material, moulds, transport and handling etc. successful tests only – (PROVISIONAL)</p> <p>Sets of three: No. 500 @ Shs. *-----</p> <p><u>TEMPORARY WORKS:</u></p> <p>D</p> <p><u>Area to be occupied by the Contractor</u></p> <p>The Contractor shall obtain the Architect’s approval for the siting of all temporary buildings, spoil heaps, temporary roads, paths, and storage areas for materials.</p> <p>E</p> <p><u>Offices and Sheds:</u></p> <p>The Contractor shall erect and maintain temporary office accommodating for his own use, and ample temporary watertight sheds for the proper storage and protection of materials and for the use of artisans and remove when ordered. Floors of sheds shall be at least 150 mm above ground level.</p>			
	Carried to collection	Kshs.	
	<p><u>PRELIMINARIES</u></p> <p>1/15</p>		

ITEM NO	DESCRIPTION	SHS	CTS
A	<p><u>Offices and Services for the Consultants:</u></p> <p>The Contractor shall provide, erect and maintain where directed on the site, an approved weather and sun-proof lock-up office for the use of the Consultants of Temporary Structure to the approval of the Architect. The office shall be constructed with stone, concrete or wood floor and the walls and ceilings internally lined with fiberboard. Glazed windows of not less than 2 square metres and stout door with lock and fastenings shall be provided and the office furnished with wooden stools, table and chairs and drawing tables along the full length of one side, complete with drawers of sufficient size to carry the drawings laid flat and pin boards.</p> <p>The office shall be removed on completion.</p> <p>The Contractor shall keep on site and maintain in good condition one dumpy or quickest level and leveling staff, and one 30-metre steel tape for the use of the consultants.</p>		
B	<p><u>Telephone</u></p> <p>The Contractor shall provide a telephone connected to the Town Exchange for the period of the works and shall pay all fees and rental for the same.</p>		
C	<p><u>Sanitation</u></p> <p>The Contractor shall provide the necessary latrines for his staff and workmen to the requirements and satisfaction of the Health Authorities, maintain the same in all thoroughly clean and sanitary condition, pay all conservancy fees during the period of the Works and remove the when on longer required.</p>		
D	<p><u>Plant, Tools and Scaffolding:</u></p> <p>The Contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the works and shall remove the same upon completion.</p> <p>The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due and satisfactory performance of the works, alter and adapt all scaffolding as and when required during the works and remove on completion and make good.</p> <p>All such plant, tools and scaffolding shall comply with all regulations whether general or local in force throughout the period of the Contract shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.</p>		
	Carried to collection	Kshs.	
	<p><u>PRELIMINARIES</u></p> <p>1/16</p>		

ITEM NO	DESCRIPTION	SHS	CTS
A	<p><u>Scaffolding is not measured hereinafter, and the Contractor must allow here or in his rates for the above:</u></p> <p><u>Signboard:</u></p> <p>The Signboard and lettering on the same for the display of the Main and Sub-contractors' names shall be of an approved size and design with the Employer's name printed thereon. The Architect's Quantity Surveyor's and Consultants' name shall be printed in 50 mm letters. No other signboards or advertisements will be permitted. The writing must be done by an experienced sign writer. The exact position of erection will be shown by the Architect; the signboard will be to his approval.</p>		
B	<p><u>Watching and Lighting:</u></p> <p>The Contractor shall provide at his own expense and risk all watching and lighting as necessary to safeguard the works, plant and materials against damage and theft.</p>		
C	<p><u>Temporary Roads:</u></p> <p>The Contractor is to allow for providing where directed all temporary roads during execution of the Works, including making good when no longer required. The Contractor must provide for traffic diversion during the works to ensure minimum disturbance to the normal business of the Kenya National Assembly.</p>		
D	<p><u>Existing and Adjacent Property</u></p> <p>The Contractor must take all steps necessary to safeguard existing and adjacent property, make good at his own expense any damage to persons or property, caused thereon, and hold the employer indemnified against any such claim arising.</p> <p>The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these works. He must reinstate all damages at his own expense and indemnify the Employer against any loss.</p> <p>The Contractor's attention is brought to the existing 5 storey continental house which may require special protection i.e. underpinning. This protection must be approved by the Structural Engineer before commencement of Works.</p>		
	Carried to collection	Kshs.	
	<p><u>PRELIMINARIES</u></p> <p>1/17</p>		

ITEM NO	DESCRIPTION	SHS	CTS
A	<p><u>Nuisance:</u></p> <p>The Contractor must take steps and exercise such care and diligence as to minimize nuisance form dust, noise or any other cause to the occupiers of adjacent properties.</p>		
B	<p><u>Ordering of Materials:</u></p> <p>The Contractor must assist in alleviating the effect of possible shortages of materials by advance ordering of his materials in order to maintain a continuous supply. Early delivery of materials will be permitted and included in interim certificates and upon request by the Architect, the Contractor will be required to produce copies or order forms and invoices to establish that materials have been ordered in sufficient time and to check on material deliveries.</p> <p><u>NOMINATED SUB-CONTRACTORS AND SUPPLIERS:</u> (See also under FORM OF CONTRACT Clauses 31 and 32)</p>		
C	<p><u>Nominated Sub-contractors:</u></p> <p>The Contractors shall be responsible for Nominated Subcontractors in every respect and in particular it shall be the Contractor’s responsibility to ensure that each Subcontractor commences and completes the work in such manner and is ready on the site with his materials, labour and special plant such times also as to conform with the progress schedule, as specified previously, and to ensure satisfactory progress.</p> <p>The Contractor shall also accept liability for and bear cost of general attendance on Nominated Sub-contractors which shall be deemed to include for:</p> <p>Allowing the use of standing scaffolding, providing special scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant Subcontractors’ works are complete, and removal of all scaffolding on completion.</p> <p>Providing space for office accommodation, and for storage plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, power, lighting and watching; and clearing away all rubbish.</p> <p>The items for “Attendance” given hereinafter following prime cost sums in respect of Subcontractor’s work shall be deemed to include all the above.</p> <p>Cutting away for and making good after the work of sub-contractors as may be required will be measured and valued separately by the Quantity Surveyor.</p>		
	Carried to collection	Kshs.	
	<p><u>PRELIMINARIES</u></p> <p>1/18</p>		

ITEM NO	DESCRIPTION	SHS	CTS
A	<p><u>Nominated Suppliers</u></p> <p>The cost of “Fix Only” materials to be obtained from Nominated Suppliers which are covered by Prime Cost or Provisional Sums shall include for taking delivery on site, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been received in good order, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting assembling, hoisting to required levels and fixing as described.</p> <p>Before placing any orders with Nominated Suppliers the Contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of work comply with the terms of the Contract, and the progress schedule.</p>		
B	<p><u>Prime Cost Sum:</u></p> <p>Where descriptions of items include a P.C. rate per unit, this rate is to cover the <u>Nett</u> supply cost of the unit only. The Contractor’s price must include for the cost of the unit at the rated stated, plus waste, taking delivery, storage, fixing in position, profit and overheads</p> <p>The <u>nett</u> cost per unit will be adjusted within the Final Account against the P.C. rate stated.</p>		
<b>PROTECTION AND CLEANING</b>			
C	<p><u>Protection of Completed Works:</u></p> <p>The Contractor shall cover up and protect from damage, including damage from inclement rainy weather, all finished work, and unfixed materials including that of Subcontractors, etc to the satisfaction of the Architect until the completion of the Contract. No claim for pumping rain water in basements or other damages occasioned by the above will be allowed.</p>		
D	<p><u>Protection of Trees</u></p> <p>The Contractor shall in the course of construction take all necessary precautions to preserve any existing trees. The Contractor will not cut down any tree(s) without express authority or written instruction by the Architect. He must at all times liaise with the Architect in this regard.</p>		
	Carried to collection	Kshs.	
	<u>PRELIMINARIES</u>		

ITEM NO	DESCRIPTION	SHS	CTS
A	<p><u>Materials on site</u></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 Architect.</p>		
B	<p><u>Cleaning</u></p> <p>The Contractor shall, upon completion of the works, at his own expense, remove and clear away all surplus excavated materials, plant, rubbish and unused materials and shall leave the whole of the site and works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of dirt. Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains. He shall also, at the discretion of the Architect, remove all rubbish and dirt as it accumulates. The Contractor is to find his own dump and shall pay all charges in connection therewith.</p>		
C	<p><u>Training Levy</u></p> <p>The Contractor's attention is drawn to Legal Notice 237 of October 1971 which requires payment by the Contractor of a Training Levy at the rate of ¼% of the Contractor sum on all contracts of more than Kshs.50,000.00 in value and his Tender must include for all costs arising or resulting there from.</p>		
D	<p><u>Value Added Tax (VAT) and other taxes</u></p> <p>The Government introduced the VAT to building contracts entered into after 1<sup>st</sup> September 1993. The Contractor is required to acquaint himself with such notices and for the purposes of their costs, such taxes shall be deemed to be included with the rates of lump sums, which make the final tender. No separate claim will be allowed for this.</p>		
E	<p><u>Additional Items</u></p> <p>Any additional item(s) which the Tenderer may wish to price separately and which he considers has not been included in the foregoing conditions, specifications and/or Bills of Quantities.</p> <p>Description:.....</p> <p>.....</p> <p>.....</p> <p>.....</p>		
	Carried to collection	Kshs.	
	<p><u>PRELIMINARIES</u></p> <p>1/20</p>		

ITEM NO	DESCRIPTION	SHS	CTS
	<b>Collection</b>		
	From Page No. 1/1	Kshs	
	From Page No. 1/2	Kshs	
	From Page No. 1/3	Kshs	
	From Page No. 1/4	Kshs	
	From Page No. 1/5	Kshs	
	From Page No. 1/6	Kshs	
	From Page No. 1/7	Kshs	
	From Page No. 1/8	Kshs	
	From Page No. 1/9	Kshs	
	From Page No. 1/10	Kshs	
	From Page No. 1/11	Kshs	
	From Page No. 1/12	Kshs	
	From Page No. 1/13	Kshs	
	From Page No. 1/14	Kshs	
	From Page No. 1/15	Kshs	
	From Page No. 1/16	Kshs	
	From Page No. 1/17	Kshs	
	From Page No. 1/18	Kshs	
	From Page No. 1/19	Kshs	
	From Page No. 1/20	Kshs	
	<b>TOTAL AMOUNT CARRIED TO MAIN SUMMARY</b>	<b>KSHS</b>	
	<u>PRELIMINARIES</u>		
	1/21		



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>ELEMENT NO.1 SUBSTRUCTURES (ALL PROVISIONAL)</b>				
	<b>NOTE: Work measured under this item is up to and including ground floor slab but excludes finishes there on</b>				
	<b><u>EXCAVATION AND EARTH WORKS</u></b>				
A.	Clear the site of all bushes,shrubs,grass,small trees rtc including grabbing up their roots and cart away	140	SM		
B.	Excavate average 150mm deep to remove vegetable soil and deposit in spoil heaps where directed	140	SM		
C.	Excavate for foundation trench in normal soil not exceeding 1.5m deep from the strip level	50	CM		
D.	Extra over excavation in any position for excavating in rock class 1	1	ITEM		
E.	Return fill and ram selected excavated materials around foundations in layers not exceeding 150mm thick	22	CM		
F.	Load cart away excavated materials around foundations	28	CM		
G.	Allow maintaining and upholding sides of excavations clear all fallen materials	1	ITEM		
H.	Allow for keeping the whole of te excavations free from water by pumping pailing and otherwise	1	ITEM		
I.	300mm thick hand packed (stone) hardcore well rolled and rammed	130	SM		
J.	50mm thick approval murrum binding to hardcore well watered	130	SM		
	Total carried to collection				
	Page CB. 1.1				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>INSECTICIDE TREATMENT</b>				
A.	Treatment surface of blinded hardcore with Dragnet or any other equal or approved insecticides applied in accordance with manufacturer's printed instructions	130	SM		
B.	500 gauge polythene sheet damp proof membrane lay with 150mm side and end laps	130	SM		
	<b>CONCRETE WORKS</b>				
	<b><u>Mass concrete (1:3:6) blinding to:-</u></b>				
C.	Striped foundations	41	S.M.		
	<b><u>Vibrated reinforced concrete class 25/20mm (1:2:4mm aggregate) as described in:-</u></b>				
D.	Striped foundations	9	CM		
E.	Ground Beam	2	CM		
F.	Stub Collumns	1	CM		
G.	125mm thick slab	130	SM		
	<b><u>Sawn formwork as described to:-</u></b>				
H.	Edges of floor slabs 75- 150mm high	47	LM		
I.	Side of strip foundations	28	SM		
J.	Side of ground beam	28	SM		
K.	Sides of stub collumns	31	SM		
	<b><u>High tensile rolled square twisted reinforced bars to Bs 4461 as described:-</u></b>				
L.	8 mm ditto	400	KG		
M.	12 mm ditto	500	KG		
N.	BRC mesh reinforced ref. a 142 to Bs 4483 fixed in concrete floor slab with 150mm end and side laps	130	SM		
	Total carried to collection				
	Page CB. 1.2				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>Foundation walling</u></b>				
A.	200mm thick nature stone block in cement and sand mortar (1:3) reinforced with and including 20 swg x 25mm wide hoop iron in every alternative course	83	SM		
	<b>PLINTH FINISHED</b>				
B.	150mm thick cement and sand (1:4) rendering trowelled smoothed to plinth area	41	SM		
C.	Prepare and apply two coats block bituminous paint to rendered plainth	41	SM		
	<b>Total Carried to collection</b>				
	<b><u>COLLECTION</u></b>				
	Brought forward from CB 1.1				
	Brought forward from CB 1.2				
	Brought forward from CB 1.3 above				
	<b>TOTAL FOR ELEMENT NO. 1 CARRIED TO SUMMARY</b>				
	Page CB 1.3				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>ELEMENT NO. 2</b>				
	<b>WALLING</b>				
A.	200mm thick nature stone block in cement and sand motor (1:3) reinforced with and including 20 swg x 25mm wide hoop iron in every alternative course	138	SM		
B.	Fair raking cutting to top of 200mm thick walling	12	LM		
C.	Labour and materials in eaves filling to top of 200mm thick walling 250mm high (average)	25	LM		
	<b><u>Horizontal Damp proofing course to Bs 743 type 4A</u></b>				
D.	200 mm wide Hessian based bitumnious felt including levelling and bedding in cement and sand 1:3 motor under walls	50	LM		
	<b><u>CONCRETE WORKS</u></b>				
	<b><u>Vibrated reinforced concrete class 25/20mm (1:2:4mm aggregate) as described in:-</u></b>				
E.	Ring Beam	3	CM		
F.	Sawn formworks to sides and soffit of ring beam	28	SM		
	<b><u>High tensile rolled square twisted reinforced bars to Bs 4461 as described:-</u></b>				
G.	8 mm diameter	100	KG		
H.	12mm ditto	250	KG		
	<b>TOTAL FOR ELEMENT NO.2 CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>ELEMENT NO. 3</u></b>				
	<b><u>Roofing</u></b>				
	<b><u>Structural roof construction</u></b> <b><u>The follwing 20 NO. site treated</u></b> <b><u>timber (second grade)</u></b>				
	<b><u>Roof trusses</u></b>				
A.	100 x 50mm rafter	146	LM		
B.	Ditto tie beam	50	LM		
C.	Ditto King post	18	LM		
D.	Ditto struts and ties	33	LM		
E.	Ditto wall plate secured in in position with 12mm diameter x 25mm long mild steel hook bolt at 900mm centers cast in concrete ring	69	LM		
F.	75 x 50mm purlins	128	LM		
G.	200x 25mm Fascia board	69	LM		
H.	Prepare stop and apply one undercoat and two finnishing coats of high gloss paint on general surface of wood 200-300mm girth	69	LM		
	<b><u>COVERING</u></b>				
	<b><u>Prepainted galvanised corrugated sheeting as resin cot or other</u></b> <b><u>equal and approved</u></b>				
I.	28 guage G.C.I sheet	154	SM		
J.	Ditto half round ridge capping	17	LM		
	<b>TOTAL FOR ELEMEMENT NO.3 CARRIED TO SUMMARY</b>				
	<b>Page CB 3.1</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>ELEMENT NO.4</u></b>				
	<b><u>DOOR AND WINDOWS</u></b>				
	<b><u>DOOR</u></b>				
A.	50mm thick wrot door 900 x 2100mm overall with four fielded and raised panels	2	NO		
	<b><u>Wrot cypress timber and described</u></b>				
B.	150 x 150mm rebated frame fix to concrete work with door cramps	10	LM		
C.	40 x 150mm archive	10	LM		
D.	20mm quadrant	10	LM		
	<b><u>Iron Mongery</u></b>				
	<b><u>Supply and fix the following iron mongery to timber doors as union or other equal or approved including matching screws and all labour there as described</u></b>				
E.	2 lever rebated mortice lock as fleet 3510 and a pair of aluminium lever handles	2	NO		
F.	150mm towel bolt	2	NO		
G.	Chromiam plated pad bold 250m long with mediam sized padlock	2	NO		
H.	100mm butt hinges	3	PRS		
I.	door stoppers	2	NO		
	<b>Total carried to collection</b>				
	<b>Page CB 4.1</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>Painting as described</u></b>				
	Prepare knot stop and one undercoat and two finishing coats of				
A.	general surfaces of wood externally and internally	2	SM		
B.	Ditto 200-300mm girth	5	LM		
C.	Ditto 0-100mm girth	10	LM		
	<b><u>Burglar proofing</u></b>				
	12mm diameter mild steel burglar proofing bars set in holes in				
D.	timer frames covered with PVC conduct pipes	30	LM		
E.	Drill holes through 50mm thick	60	NO		
	150 x 50mm rebated frame fix to concrete works with window				
F.	cramps	24	LM		
	<b><u>Painting as described</u></b>				
	Prepare knot stop and one undercoat and two finishing coats of				
G.	gloss paints to timber 200-300mm	24	LM		
H.	Ditto but 0-100mm girth	24	LM		
	Prime back of wood with two coats of aluminium primer before				
I.	fixing 200-300mm girth	24	LM		
J.	Wire mesh fixed to windows frame	7	SM		
	Coffee tray wire fixed to face of window with cover frame				
K.		7	SM		
	Mosquito wire fixed to face of windows with cover frame				
L.		7	SM		
M.	40 x 15mm architrave	24	LM		
N.	40 x 20mm worth hardwood beading	24	LM		
<b>Total carried to collection</b>					
Page CB 4.2					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>COLLECTION</b>				
	Brought forward from page CB 4.1				
	Brought forward from page CB 4.2				
	TOTAL FOR ELEMENT NO.4 CARRIED TO SUMMARY				
	Page CB 4.3				



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>ELEMENT NO.5</u></b>				
	<b><u>FINISHES</u></b>				
	<b><u>Floor finishes</u></b>				
A.	25mm thick cement and sand 1:4 trowelled smooth	130	SM		
B.	25 x 100mm skirting with square top edge coved angle junction with floor	32	LM		
	<b><u>Wall finishes</u></b>				
C.	12mm thick plaster in two coats to wall internally	154	SM		
D.	15mm thick cement and 1:4 rendering to walls externally	141	SM		
	<b><u>Painting as described</u></b>				
E.	Prepare and apply one undercoat and two finishing coats of plastic emulsion paint	154	SM		
F.	Ditto but gloss paint do	141	SM		
	<b>TOTAL FOR ELEMENT NO.5 CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SUMMARY</u>				
A.	ELEMENT NO.1 SUBSTRUCTURE				
B.	ELEMENT NO.2 WALLING				
C.	ELEMENT NO.3 ROOFING				
D.	ELEMENT NO.4 DOORS AND WINDOWS				
E.	ELEMENT NO.5 FINISHES				
	TOTAL FOR MEASURED WORKS 2N0. CLASSROOM CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>P. C AND PROVISIONAL SUMS</u></b>				
A.	Allow a provisional sum of Kenya Shillings One Hundred and fifty Thousand Only for 80no. Pupil's Desks.	SUM			150,000.00
B.	Allow a provisional sum of Kenya Shillings One Hundred Thousand Only for Contingencies.	SUM			100,000.00
	<b>TOTAL FOR P.C AND PROVISIONAL SUMS CARRIED TO SUMMARY</b>				

BILL NO,	DESCRIPTION	FOR OFFICIAL USE ONLY	FOR CONTRACTOR USE ONLY
1	PRELIMINARIES		
2	2NO. CLASSROOM		
3	ELECTRICAL WORKS		
4	P.C AND PROVISIONAL SUMS		
<b>SUB TOTAL</b>			
<b>ADD TAX 16% V.A.T</b>			
<b>TOTAL CARRIED TO FORM OF TENDER</b>			

Amount in words.....  
.....

Tender signature and Stamp

Address.....

Witness name.....

Description.....

Address.....

Date.....

CB/S

**BILLS OF QUANTITIES FOR SOLAR INSTALLATION AT ECD CENTRES**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
1	Wiring of lighting points using 2.5mm cable tve	70	Mts		
2	10mm cable from the panel to the battery	15	Mts		
3	Solar panel 250wts	1	No		
4	Changer control 20amps	1	No		
5	200a 12v battery service fee	2	No		
6	a) 5 amps 1gang 2way switch	1	No		
	b) 5 amps 2gang 2way switch	1	No		
	c) Tungsted bulk head Fitting complete	2	No		
	d) 13 amps twin socket complete with patters box	2	No		
7	Hanging solar flourecent fitting	4	No		
8	Tower chips 9x10mm	3	No		
	<b>TOTAL CARRIED TO COLLECTION PAGE</b>				