

COUNTY GOVERNMENT OF KISUMU

DEPARTMENT OF ROADS, TRANSPORT AND PUBLIC WORKS

Office of the Chief Officer – Roads, Transport and Public Works

PROPOSED GOVERNOR'S RESIDENCE

NEGOTIATION NO. 834307-2

BILLS OF QUANTITIES

FOR

PROPOSED CONSTRUCTION OF GOVERNOR'S RESIDENCE

KISUMU CENTRAL SUB-COUNTY

TENDER NUMBER: CGK/ADM/OPN/2020-2021/001

CLIENT

DEPARTMENT OF GOVERNANCE AND ADMINISTRATION

COUNTY GOVERNMENT OF KISUMU

P.O BOX 2738-40100

KISUMU

PROJECT MANAGER

DIRECTOR PUBLIC WORKS

DEPARTMENT OF ROADS, TRANSPORT AND PUBLIC WORKS

P.O. BOX 2738 - 40100

KISUMU

STANDARD TENDER DOCUMENT
FOR
PROCUREMENT OF WORKS
(BUILDING AND ASSOCIATED
CIVIL ENGINEERING WORKS)

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INTRODUCTION

1.1 This standard tender document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of works (i.e. Buildings and associated Civil Engineering Works).

1.2 The following guidelines should be observed when using the document: -

(a) Specific details should be furnished in the Invitation to tender 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

(b) 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

(c) 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 document shall be modified to include:-

- I.Tender number.
- II.Tender name.
- III.Name of procuring entity.
- IV.Delete name and address of PPRA

SECTION I INVITATION FOR TENDERS

SECTION I: INVITATION TO TENDER

Date: 31st December 2020

**TENDER NAME: PROPOSED CONSTRUCTION OF GOVERNOR'S RESIDENCE
KISUMU CENTRAL SUB-COUNTY**

TENDER REF: CGK/ADM/OPN/2020-2021/001 NEGOTIATION NO. 834307-2

1.1 The County Government of Kisumu (CGK) invites sealed bids from eligible candidates for the **PROPOSED CONSTRUCTION OF GOVERNOR'S RESIDENCE KISUMU CENTRAL SUB-COUNTY**

1.2 A complete set of tender documents may be downloaded free of charge from the County Government of Kisumu website at <https://www.kisumu.go.ke/category/tenders/> or from the Public Procurement Information Portal at <https://tenders.go.ke> Suppliers portal www.suppliers.treasury.go.ke. bidders who download the documents from the Public Procurement information Portal must forward their particulars immediately to www.suppliers.treasury.go.ke.

1.3 Prices quoted should be net, inclusive of all taxes, and delivery must be in Kenya Shillings and shall remain valid for **120 days** from the closing date of the tender.

1.4 Tenders must be accompanied by a Tender security of 2% of the quoted amount in the form of a guarantee from a reputable commercial bank or insurance company in Kenya approved by Public Procurement Regulatory Authority. **Sealed Original tender security of 2% should be deposited at 2nd floor Prosperity House (Huduma Center) Department Finance Director Supply Chain Management Office on or before 28TH January 2021 12:00 noon on official working hours only.**

1.5 **Bidders are advised that this tender will be done purely on online no manual submission will be accepted. (Only 1.4 of Instruction to tenderers will be submitted both online and hard copy)**

1.6 **Pre – site visit will be on 21ST January 2021**

Tenders will be received on or before **28TH January 2021** at **12.00 Noon**

CHIEF OFFICER FINANCE
DEPARTMENT OF FINANCE
COUNTY GOVERNMENT OF KISUMU
P.O BOX 2738-40100
KISUMU

SECTION II INSTRUCTIONS TO TENDERERS

1. General/Eligibility/Qualifications/Joint venture/Cost of tendering

1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful tenderer will be expected to complete the Works by the Intended Completion Date specified in the tender documents.

1.2 All tenderers shall provide the Qualification Information, a statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or has not been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender.

1.3 All tenderers shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

1.4 In the event that pre-qualification of potential tenderers has been undertaken, only tenders from pre-qualified tenderers will be considered for award of Contract. These qualified tenderers should submit with their tenders any information updating their original pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission.

1.5 Where no pre-qualification of potential tenderers has been done, all tenderers shall include the following information and documents with their tenders , unless otherwise stated:

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the tender to commit the tenderer:

(b) total monetary value of construction work performed for each of the last five years:

(c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;

(d) major items of construction equipment proposed to carry out the Contract and an undertaking that they will be available for the Contract.

- (e) qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract.
- (f) reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to seek references from the tenderer's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and
- (j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

1.6 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated:

- (a) the tender shall include all the information listed in clause 1.5 above for each joint venture partner;
- (b) the tender shall be signed so as to be legally binding on all partners;
- (c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (d) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

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

- (a) annual volume of construction work of at least 2.5 times the estimated annual cashflow for the Contract;
- (b) experience as main contractor in the construction of at least

- (c) two works of a nature and complexity equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);
- (d) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;
- (e) a Contract manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and
- (f) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 4 months of the estimated payment flow under this Contract.

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

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

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

1.11 The tenderer, at the 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.

1.12 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

1.13 The price to be charged for the tender document shall be free of charge

1.14 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2. Tender Documents

2.1 The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 2.4.

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

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

2.3 A prospective tenderer making an inquiry relating to the tender documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will only respond to requests for clarification received earlier than seven days prior to the deadline for submission of tenders. Copies of the 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 here below.

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

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

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

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

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

3.7 The tenderer shall furnish, as part of the tender, a Tender Security in the amount and form specified in the appendix to invitation to tenderers. This shall be in the amount not exceeding 2 percent of the tender price

3.8 The format of the Tender Security should be in accordance with the form of Tender Security included in Section G - Standard forms or any other form acceptable to the Employer. Tender Security shall be valid for 30 days beyond the validity of the tender.

3.9 Any tender not accompanied by an acceptable Tender Security shall be rejected. The Tender Security of a joint venture must define as "Tenderer" all joint venture partners

3.10 The Tender Securities of unsuccessful tenderers will be returned within 28 days of the end of the tender validity period specified in Clause 3.6.

3.11 The Tender Security of the successful tenderer will be discharged when the tenderer has signed the Contract Agreement and furnished the required Performance Security.

3.12 The Tender Security may be forfeited

(a) if the tenderer withdraws the tender after tender opening during the period of tender validity;

(b) if the tenderer does not accept the correction of the tender price, pursuant to Clause 5.7;

(c) in the case of a successful tenderer, if the tenderer fails within the specified time limit to

(i) sign the Agreement, or

(ii) furnish the required Performance Security.

3.13 Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. Alternatives will not be considered, unless specifically allowed in the invitation to tender. If so allowed, tenderers wishing to offer technical alternatives to the requirements of the tendering documents must also submit a tender that complies with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. In addition to submitting the basic tender, the tenderer shall provide all information necessary for a complete evaluation of the alternative, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tender conforming to the basic technical requirements shall be considered.

3.14 The tenderer shall prepare one original of the documents comprising the tender documents as described in Clause 3.2 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked "ORIGINAL". In addition, the tenderer shall submit copies of the tender, in the number specified in the invitation to tender, and clearly marked as "COPIES". In the event of discrepancy between them, the original shall prevail.

3.15 The all tenders 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, then uploaded in the Suppliers Portal pursuant to Clause 1.5 (a) or 1.6 (b), as the case may be. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

3.16 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.

3.17 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. A prospective tenderer requiring any clarification of the tender document may notify the County Government of Kisumu in writing via email on director.supplychain@kisumu.go.ke .

3.18 Tender bids must be accompanied by a Tender security of 2% of the quoted amount in the form of a guarantee from a reputable commercial bank or insurance company in Kenya approved by Public Procurement Regulatory Authority. Proof of tender security shall be scanned and uploaded along with the bid, and the original physical copy shall be submitted to the procuring entity so as to reach on or before **21st January 2021 12:00 noon**

4. Submission of Tenders

4.1 The tenderer shall be uploaded in the IFMIS Portal as indicated in the invitation to tender

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

4.3 Any after the deadline of submission in the supplier's portal not tenders can be uploaded in the suppliers portal

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

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

5. Tender Opening and Evaluation

5.1 The tenders will be unsealed by the Employer, through the supplier's portal and no representatives will be required since those who have submitted their bids will be able to monitor the process. Due to Covid 19 pandemic the county government avoids overcrowding within its headquarters

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

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

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

5.5 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (a) meets the eligibility criteria defined in Clause 1.7;(b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents,

without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

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

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

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

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

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

(d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected 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 may be forfeited in accordance with clause 3.11.

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

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

- (a) making any correction for errors pursuant to clause 5.7;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Dayworks where priced competitively.
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with clause 3.12; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with clause 4.6

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

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

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

6. Award of Contract

6.1 Subject to Clause 6.2, the award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be (a) eligible in accordance with the provision of Clauses 1.2, and (b) qualified in accordance with the provisions of clause 1.7 and 1.8.

6.2 Notwithstanding clause 6.1 above, the Employer reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.

6.3 The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the “Letter of Acceptance”) will state the sum (hereinafter and in all Contract documents called the “Contract Price”) that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. At the same time the other tenderers shall be informed that their tenders have not been successful.

The contract shall be formed on the parties signing the contract.

6.4 The Agreement will incorporate all agreements between the Employer and the successful tenderer. Within 14 days of receipt the successful tenderer will sign the Agreement and return it to the Employer.

6.5 Within 21 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in the amount stipulated in the Appendix to Conditions of Contract and in the form stipulated in the Tender documents. The Performance Security shall be in the amount and specified form

6.6 Failure of the successful tenderer to comply with the requirements of clause 6.5 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.

6.7 Upon the furnishing by the successful tenderer of the Performance Security, the Employer will promptly notify the other tenderers that their tenders have been unsuccessful.

6.8 Preference where allowed in the evaluation of tenders shall not be allowed for contracts not exceeding one year (12 months)

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

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

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

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

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

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

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

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

7. Corrupt and Fraudulent practices

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

SECTION B TENDER EVALUATION CRITERIA

After tender opening, the tenders will be evaluated in **3 Stages**, namely:

1. Preliminary Evaluation & Determination of Responsiveness
2. Technical Evaluation
3. Financial Evaluation.
4. Determination of the Most Responsive Bidder.
5. Recommendation

1. PRELIMINARY EVALUATION&

DETERMINATION OF RESPONSIVENESS

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

These conditions shall include the following:

ITEM	REQUIREMENTS (ATTACH THE FOLLOWING)	REQUIREMENT	YES	NO.
Statutory and General Requirements				
1.	Certified Copy of CR12 Form - from registrar of companies and their ID's (for the last 12 months)	<i>Limited companies details Must attach</i>		
2.	Proof 2% of tender security scanned and uploaded along with the bid, and the original physical copy submitted to the procuring entity on or before the 21st January 2021	<i>IFMIS Portal scanned tender security and Original copy submitted</i>		
3.	Certified Copy of Tax Compliance Certificate from KRA.	<i>Certified and Valid Until date of opening bids</i>		
4.	Certified Copy of PIN/VAT Certificate	<i>Limited companies to provide PIN for the companies and business name, individual PIN</i>		
5.	Certified Copy of National Construction Authority Certificate (NCA 6-NCA 1) for buildings works), Must be accompanied by a valid annual practicing license.	<i>Both Certificate and annual Practicing license Must be Valid and subject to Verification</i>		
6.	Single Business Permit	<i>Must be Valid, Stamped and signed from any County-Subject to verification</i>		
7.	Bid security. The Bidder shall furnish as part of its bid, a bid security of 2% of the tender sum from a reputable commercial bank and insurance firms approved by Public Procurement Regulatory Authority (PPRA) ONLY	<i>In original, unconditional bank guarantee or banker's cheque and in the amount and currency specified</i>		
8.	Physical address and works yard	<i>Must attach, Utility bills(water or electricity and lease agreement/ title deed</i>		
9.	Certified copy of certificate of incorporation			
10.	Site Visit certificate	<i>signed and stamped by the Lead Engineer (will be issued at the site)</i>		
11.	Drawings	<i>signed and stamped by the Lead Engineer (will be issued at the site)</i>		
Bidding forms and other requirements				
12.	Bid Submission Form/form of bid	<i>Must be filled, Signed and stamped</i>		
13.	Power of Attorney. Written confirmation authorizing the	<i>Letter of Authority. To be certified by a lawyer</i>		

	signatory of the Bid to commit the Bidder.			
14.	Environmental and Social Commitment	<i>Must be from the bidder. Letter of Commitment</i>		
15.	Safety Policy	<i>A written policy by the company and signed by the director</i>		
16.	Statement of Work Methods	<i>Well written and detailed schedule explaining work programme</i>		
17.	Tender completeness	<i>The schedules, BQ and relevant forms must be filled and stamped</i>		
Eligibility				
18.	Conflict of Interest	<i>No conflicts of interests</i>		
19.	Government Owned Entity	<i>Compliance with conditions of the Public Procurement ACT</i>		
Historical Contract Non-Performance				
20.	History of non-performing contracts	<i>Non-performance of a contract did not occur within the last 5 years prior to the deadline for application submission, based on all information on fully settled disputes or litigation. A fully settled dispute or litigation is one that has been resolved in accordance with the Dispute Resolution Mechanism under the respective contract, and where all appeal instances available to the bidder have been exhausted. Forms Must be attached</i>		
21.	Pending Litigation.	<i>All pending litigation shall in total not represent more than Thirty percent (30%) of the Bidder's net worth and shall be treated as resolved against the Bidder. Forms Must be attached</i>		
22.	Signed and stamped form of tender			

Certification must be original, signed and stamped by an advocate/commissioner of oaths or relevant professional bodies

NB: All bidders with all the mandatory requirements proceed to the Technical stage of evaluation. Any bidder who fails to meet any of the above requirements shall be disqualified at this stage

2. TECHNICAL EVALUATION

The tender document shall be examined based on clause 4 of the Instruction to Tenderers which states as follows:

In accordance with clause 4.4 of Instruction to Tenderers, ‘the tenderers shall provide such evidence of their continued eligibility satisfactory to the Employer as the Employer shall reasonably request’. The tenderers shall be required to fill the Standards Forms provided for the purposes of providing the required information. The tenderers may also attach the required information if they so desire.

Summary of Technical Score

Item	Category	Maximum Score
1	Financial Situation	30
2	Experience	30
3	Key personnel	25
4	Key equipment	15
	TECHNICAL SCORE, Ts	100

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

Sub-Factor	Requirement	Maximum score	Awarded score
Financial Situation			
Historical Financial Performance	Audited financial report for the last three (3) years: 2017, 2018, 2019		
	..Provided Audited Reports for the three years	5	
	..Provided Audited Reports for two years	2	
	..Provided Audited Reports for One year	1	
	..No Audited Financial Report attached	0	
	Total	5	
Average Annual Turnover	Average annual turnover for the last three (3) years: 2017, 2018, 2019		
	..Average Turn over greater or equal to 5 times the cost of the project	25	
	..Average Turn over greater or equal to 4 times the cost of the project	20	
	..Average Turn over greater or equal to 3 times the cost of the project	15	
	..Average Turn over greater or equal to 2 times the cost of the project	10	
	..Average Turn over below the cost of the project	5	
	..No average Turn	0	
	Total	25	
Financial Resources	Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc. evidenced with certified letter/statements from bank)		
	..Has financial resources equal or above the cost of the project	10	
	..Has financial resources below the cost of the project	5	
	..Has not indicated sources of financial resources	0	
	Total	10	
TOTAL FOR FINANCIAL SITUATION		30	

Experience			
Specific Experience	Specific Experience participating as contractor, management contractor or subcontractor in at least three contracts that have been successfully and substantially completed and that are of similar nature and scope to the proposed Works. Attach completion certificates.		
	Five No. and above Buildings projects each of similar nature, complexity and magnitude	30	
	Four No. building construction projects of similar nature, complexity and magnitude	25	
	Three No. building construction projects of similar nature, complexity and magnitude	20	
	Two No. and below building construction projects of similar nature, complexity and magnitude	15	
	No executed works of similar nature, complexity and magnitude	0	
TOTAL FOR EXPERIENCE		30	
KEY PERSONNEL (Attach education certificate and CVs)			
Director of the firm	Holder of degree or diploma in relevant Engineering field	5	
	Holder of certificate in relevant Engineering field	2	
	Holder of trade test certificate in relevant Engineering field	1	
	No relevant certificate	0	
Project Manager	At least a degree in Civil engineering or Project Management		
	i) ,Over 5 years specific works experience and held the position of project manager/ Team Leader in at least three project of similar nature and scope	10	
	ii) 3 Years and below specific works experience and held the position of project manager/ Team Leader in at least three project of similar nature and scope	5	
	iii) No relevant experience	0	
Site Agent/Engineers/Inspectors	At least 1 No. degree/diploma holder in relevant Engineering field		
	i) Over 10 years relevant experience	10	
	ii) Below 10 years relevant experience	5	
	iii) No relevant experience	0	
At least 1 No. certificate holder in relevant Engineering field			

Foreman			
	i) Over 10 years relevant experience	5	
	ii) Below 10 years relevant experience	3	
	iii) No relevant experience	0	
TOTAL FOR KEY PERSONEL		25	
KEY EQUIPMENT			
Concrete Mixer	(Attach proof or evidence of ownership/lease agreement)		
	..At least one Concrete mixer	3	
	..None	0	
Means of Transport	Schedule of contractor's Vehicles (Attach proof or evidence of ownership/lease)		
	..At least two vehicles	4	
	..At most one Vehicle	3	
	..No Vehicle	0	
Tipper	Schedule of contractor's Tipper (Attach proof or evidence of ownership/lease)		
	..At least two Tippers	4	
	..At most one tipper	3	
	..No Tipper	0	
Any other relevant equipment to the works being tendered for	..At least two plant and equipment	4	
	..At most one Vehicle	2	
	..No Vehicle	0	
TOTAL SCORE FOR EQUIPMENT		15	

Summary of Technical Score

Item	Category	Maximum Score	Awarded Score
1	Financial Situation	30	
2	Experience	30	
3	Key personnel	25	
4	Key equipment	15	
	SCORE, Ts	100	

Any bidder who scores 70 points and above shall be considered for further evaluation. The Technical score will be allocated a maximum of 70%.

STAGE 3: FINANCIAL EVALUATION

The evaluation shall be in two sections

1. Preliminary examinations and
2. Financial Evaluation

1) PRELIMINARY EXAMINATIONS

The preliminary examination in the Financial Evaluation shall be in accordance with clause 26 of Instruction to Tenderers.

The parameter to be considered under this section includes the following:
Arithmetic errors and comparison of rates

(A) Arithmetic Errors

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

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 24 of Instructions to Tenderers**.

Non compliance with the above shall lead to automatic disqualification from further evaluation. Discount if any shall be treated as an error in pursuant to clause 26.3 of Instructions to Tenderers

(B) Comparison of rates

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

2) FINANCIAL EVALUATION

The evaluation team shall compare the prices offered by the tenderers and the financial scores (Fs) will be determined using the formulae below. The financial score will be allocated a maximum of 30%.

$$Fs = 30 \times Fm/F$$

Where Fs is the financial score, Fm is the lowest priced responsive financial bid and F is the price of the bid under consideration

STAGE 4 – COMBINATION OF TECHNICAL AND FINANCIAL SCORE

The evaluation team shall combine Technical, Tender Sums Comparison and Financial Score as below:

Technical score (Ts) +Financial score (Fs)

= 70%+30%

RECOMMENDATION

The evaluation committee shall recommend to the client for the lowest evaluated and most responsive bidder with the highest combined technical and financial score for consideration of award.

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;

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

“Compensation Events” are those defined in Clause 24 hereunder.

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

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

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

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

“The Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

“Days” are calendar days; **“Months”** are calendar months.

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

“The Defects Liability Certificate” is the certificate issued by Project Manager upon correction of defects by the Contractor.

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

“Drawings” include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

“Dayworks” are Work inputs subject to payment on a time basis for labour and the associated materials and plant.

“Employer”, or the **“Procuring entity”** as defined in the Public Procurement Regulations (i.e. Central or Local Government administration, Universities, Public Institutions and Corporations, etc) is the party who employs the Contractor to carry out the Works.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

“The Intended Completion Date” is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

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

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

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

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

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

“Specifications” means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

“Start Date” is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with the Site possession date(s).

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

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

“A Variation” is an instruction given by the Project Manager which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and turnover to the Employer, as defined in the Appendix to Conditions of Contract.

2. Interpretation

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

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

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

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

- (6) Specifications,
- (7) Drawings,
- (8) Bill of Quantities,
- (9) Any other documents listed in the Appendix to Conditions of Contract as forming part of the Contract.

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

3. Language and Law

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

4. Project Manager's Decisions

IV.1 Except where otherwise specifically stated, the Project Manager will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5. Delegation

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

6. Communications

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

7. Subcontracting

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

8. Other Contractors

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

9. Personnel

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

10. Works

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

11. Safety and Temporary Works

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

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

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

12. Discoveries

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

13. Work Program

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

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

14. Possession of Site

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

15. Access to Site

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

16. Instructions

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

17. Extension or Acceleration of Completion Date

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

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

18. Management Meetings

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

19. Early Warning

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

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

20. Defects

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

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

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

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

21. Bills Of Quantities

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

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

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

22. Variations

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

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

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

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

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

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

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

22.8

23. Payment Certificates, Currency of Payments and Advance Payments

23.1 The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.

23.2 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed, materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.

23.3 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate. If the Employer makes a late

payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.

23.4 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

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

23.6 The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of any changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.

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

a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.

b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.

c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached. The amount to be repaid by way of successive deductions shall be calculated by means of the formula:

$$R = \frac{A(x^1 - x^{11})}{80 - 20}$$

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

X¹ = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.

X¹¹ = the amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80% but not less than 20%.

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

24. Compensation Events

24.1 The following issues shall constitute Compensation Events:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.

(b) The Employer modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.

(c) The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.

(e) The Project Manager unreasonably does not approve a subcontract to be let.

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the

information issued to tenderers (including the Site investigation reports), from information available publicly and from a visual inspection of the Site.

(g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional work required for safety or other reasons.

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

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

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

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

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

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

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

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

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

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

25. Price Adjustment

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

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

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

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

(ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.

(iii) No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

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

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

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

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

26. Retention

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

27. Liquidated Damages

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

27.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rate specified in Clause 23.30

28. Securities

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

29. Dayworks

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

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

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

30. Liability and Insurance

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

(a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to;

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or

(ii) negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.

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

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

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

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

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

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

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

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

31. Completion and taking over

31.1 Upon deciding that the Works are complete, the Contractor shall issue a written request to the Project Manager to issue a Certificate of Completion of the

Works. The Employer shall take over the Site and the Works within seven [7] days of the Project Manager's issuing a Certificate of Completion.

32. Final Account

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

33. Termination

33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These

fundamental breaches of Contract shall include, but shall not be limited to, the following;

- (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- (c) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate) of issue.
- (e) the Project Manager gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a security, which is required.

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

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

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

34. Payment Upon Termination

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

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

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

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

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

less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

35. Release from Performance

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

36. Corrupt gifts and payments of commission

The Contractor shall not;

(a) Offer or give or agree to give to any person in the service of the

Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Employer.

(b) Enter into this or any other contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

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

37. Settlement Of Disputes

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

(i) Architectural Association of Kenya

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION IV – APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name:

Address:

Name of Authorised Representative:

Telephone: _____

Facsimile: _____

The Project Manager is

Name: _____

Address: _____

Telephone: _____

Facsimile: _____

The name (and identification number) of the Contract is

The Works consist
of _____

The Start Date shall be _____

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

The following documents also form part of the Contract:

The Contractor shall submit a revised program for the Works within 14 days of delivery of the Letter of Acceptance.

The Site Possession Date shall be *Not later than **14** days after signing of Contract Agreement failure to which the project stands terminated*_____

The Site is located at _____ and
is defined in drawings
nos. _____

The Defects Liability period is _____ **180** _____ days.

Other Contractors, utilities etc., to be engaged by the Employer on the Site
Include those for the execution of ;

1. _____
2. _____
3. _____
4. _____

The minimum insurance covers shall be;

1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is _____
2. The minimum cover for loss or damage to Equipment is _____
3. The minimum for insurance of other property is _____
4. The minimum cover for personal injury or death insurance
 - For the Contractor's employees is _____
 - And for other people is _____

The following events shall also be Compensation Events:

1. _____
2. _____

3.

4.

The period between Program updates is _____ days.

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

The proportion of payments retained is _____ 10 _____ percent.

The Price Adjustment Clause _____ (shall/shall not) apply

The liquidated damages for the whole of the Works is Kshs. _____ (per day)

The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price----- percent (2%)

The Completion Period for the Works is _____ [Weeks]

The rate of exchange for calculation of foreign currency payments is _____.

The schedule of basic rates used in pricing by the Contractor is as attached [Contractor to attach].

Advance Payment **SHALL NOT** be granted.

SECTION V - 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 design and materials unless provided otherwise in the Contract. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated.

2.0 Specifications from previous similar projects are useful and may not be necessary to re-write specifications for every Works Contract.

3.0 There are considerable advantages in standardizing **General Specifications** for repetitive Works in recognized public sectors, such as highways, urban housing, irrigation and water supply. The General Specifications should cover all classes of workmanship, materials and equipment commonly involved in constructions, although not necessarily to be used in a particular works contract. Deletions or addenda should then adapt the General Specifications to the particular Works.

4.0 Care must be taken in drafting Specifications to ensure they are not restrictive. In the Specifications 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.

5.0 The Employer should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible to the technical solutions indicated in tender documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential tenderers.

The Employer should provide a description of the selected parts of the Works with appropriate reference to Drawings, Specifications, Bills of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and Specifications.

Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction

methodology, and other relevant details. Technical alternatives permitted in this manner shall be considered by the Employer each on its own merits and independently of whether the tenderer has priced the item as described in the Employer's design included with the tender documents.

SECTION VII - DRAWINGS

- Note 1. A list of drawings should be will be picked during pre- site visit
2. The actual drawings including Site plans should be annexed in a separate booklet.

SECTION VIII - BILL OF QUANTITIES

Notes for preparing Bills of Quantities

1.0 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.

2.0 The Bills of Quantities should be divided generally into the following sections:

a. Preliminaries.

The preliminaries should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bill of Quantities and which are to be used for the measurement of any part of the Works.

The number of preliminary items to be priced by the tenderer should be limited to tangible items such as site office and other temporary works, otherwise items such as security for the Works which are primarily part of the Contractor's obligations should be included in the Contractor's rates.

b. Work Items

(i) The items in the Bills of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities.

(ii) Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be made for bulking,

shrinkage or waste. Quantities should be rounded up or down where appropriate.

(iii) The following units of measurement and abbreviations are recommended for use.

<i>Unit</i>	<i>Abbreviation</i>	<i>Unit</i>	<i>Abbreviation</i>
cubic meter	m ³ or cu m	millimeter	Mm
hectare	ha	month	mon
hour	h	number	nr
kilogram	kg	square meter	m ² or sq m
lump sum	sum	square millimeter	mm ² or sq mm
meter	m	week	wk
metric ton (1,000 kg)	t		

(iv) The commencing surface should be identified in the description of each item for Work involving excavation, boring or drilling, for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for Work involving excavation for which the excavated surface is not also the final surface. The depths of Work should be measured from the commencing surface to the excavated surface, as defined.

c. Daywork Schedule

A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the Employer of the realism of rates quoted by the tenderers, the Daywork Schedule should normally comprise:

- (i) a list of the various classes of labour, and materials for which basic Day work rates or prices are to be inserted by the tenderer, together with a statement of the conditions under which the Contractor will be paid for Work executed on a Day work basis; and
- (ii) a percentage to be entered by the tenderer against each basic Day work Subtotal amount for labour, materials and plant representing the Contractor's profit, overheads, supervision and other charges.

d. Provisional Quantities and Sums

- i. Provision for quantity contingencies in any particular item or class of Work with a high expectation of quantity overrun should be made by entering specific "Provisional Quantities" or "Provisional Items" in the Bill of Quantities, and *not* by increasing the quantities for that item or class of Work beyond those of the Work normally expected to be required. To the extent not covered above, a general provision for physical contingencies (quantity

overruns) should be made by including a "Provisional Sum" in the Summary of the Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a "Provisional Sum" in the Summary of the Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.

- ii. Provisional sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialized Works should be included as a section of the main Bills of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name (s) of the specialized firms he proposes to engage to carry out the specialized Works as his approved domestic sub-contractors. Only provisional sums to cover specialized Works by statutory authorities should be included in the Bills of Quantities.

e. Summary

The Summary should contain a tabulation of the separate parts of the Bills of Quantities carried forward, with provisional sums for Daywork, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where

BILL OF QUANTITY FOR PROPOSED CONSTRUCTION OF GOVERNOR'S RESIDENCE

	SECTION NO. 1 PRELIMINARY PARTICULARS		
A	PARTIES		
.	The "Employer" is	County Government of Kisumu P. O. Box 2738 - 40100 Kisumu	
	The "Architect" is	County Architect -CGK PO Box 2738 - 40100 Kisumu	
	The " Quantity Surveyor" is	County Quantity Surveyor-CGK P.O. Box 2738 - 40100 Kisumu	

	The " Service Engineer" is	County Mechanical and Electrical-CGK P. O . Box 2738 -40100, Kisumu	
	<p>The " Structural Engineer" isCounty Structural Engineer-CGK P.O Box 2738 - 40100 Kisumu</p> <p>The Employer has appointed the above listed consultants to render professional services in accordance with Clause 2.13 of the Agreement and Conditions of Contract for Building Works. For the purpose of the works which are under the control of the consultants above, the respective consultant shall be deemed to be invested with the duties and be representatives of the Architect. The contractual obligations of each Consultant will be governed by the Agreement and Conditions of Contract for Building Works.</p>		
B	<p>SITE</p> <p>The site is located on Plot L.R. No.</p> <p>The site of the works shall be used solely for the purpose of executing and completing the Contract to the satisfaction of the Architect.</p> <p>The Contractor shall obtain the Architect's approval for the siting of all temporary storage areas for materials. Site storage shall be the responsibility of the main contractor and his pricing shall cater for the same.</p> <p>NOTE</p> <p>The Contractor shall visit the site to acquaint themselves with its nature and position, scope of demolition works, the nature of the ground, sub- strata and other local conditions, position of power and water supplies, access roads or any other limitations, and no claims for extras will be considered on account of lack of knowledge in this respect.</p> <p>The Contractor's attention is drawn to the fact that they shall confine themselves to the area necessary for executing the works as instructed by the Architect.</p> <p>The contractor must obtain the Architect's approval and directions regarding the use of any material found on the Site. Any such material utilized in the execution of the Contract shall be measured and value assessed by the Quantity Surveyor and the amount credited to the Employer.</p> <p style="text-align: center;">Carried To Collection</p>		Kshs

A.	<p>DRAWINGS</p> <p>The Drawings used in preparing the Bills of Quantities are scheduled in Appendix "A" at the end of these Bills. Drawings may be inspected at the offices of the Architect or Quantity Surveyor by prior appointment</p> <p style="text-align: center;">Carried To Collection</p>	Kshs	
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C	CONTRACT PARTICULARS	
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A	<p>FORM OF CONTRACT</p> <p>The Contractor will be required to enter into a Contract which will be the current Form of Agreement and Conditions of Contract for Building Works published by the Joint Building Council of Kenya (1999 Edition, with Quantities) excepting in so far as varied hereafter. The Contractor's attention is called to the following Clauses of the Conditions of Contract which shall be read as incorporated herein and they shall allow any sums which they consider necessary for the carrying out and observance of such Conditions.</p> <p>Clause 1 Definitions.</p> <p>Clause 2 Articles of Agreement.</p> <p>Sub clause 2.6,2.9 and 2.12 shall be deleted</p> <p>Clause 3 General Obligations of the Employer.</p> <p>Sub clause 3.4 shall be deleted</p> <p>Clause 4 General Obligations of the Contractor.</p> <p>Clause 5 General Obligations of the Architect.</p> <p>Clause 6 General Obligations of the Quantity Surveyor.</p> <p>Clause 7 Contract Documents.</p> <p>i) A list of drawings from which the tender documents have been prepared is appended (See appendix A)</p> <p>ii) Before submitting tenders, Tenderers are advised to examine all the drawings and satisfy themselves details as no claim by reason of ignorance to this connection shall be entertained.</p> <p>iii) The tenderer shall satisfy themselves to the correctness of all drawings and measurements. If the tenderer finds discrepancies in the drawings or between the drawings and the bills of quantities, they shall immediately refer the same to the concerned consultants who shall decide which shall be followed.</p> <p>iv) The Contractor is to take the necessary particulars for ordering his materials from the drawings and the work in progress on the building and not use the Bills of Quantities for that purpose.</p> <p>Clause 8 Contract Bills and Contract Price.</p> <p>Sub clause 8.1, amend the words, 'the employer' to 'the architect'.</p> <p>The Contract Bills have been prepared in accordance with The Standard Method of Measurement of Building Works, Third Edition (Metric) June 2008, published by the Architectural Association of Kenya, Chapter of Quantity Surveyors, which is available for inspection at the offices of the Quantity Surveyor by appointment.</p> <p>Exception to the Standard method of measurements include:</p> <p>* Composite descriptions: the contractor shall include for all works necessary to complete the works * All works in this contract that are subject to adjustment have been defined as 'Provisional'.</p> <p>Carried To Collection Kshs</p>	
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<p>Clause 9 Contractor's Site Agent and Other Staff. ADD Sub clause 9.1a "The Contractor shall provide detailed qualifications and experience profile for the site agent for approval by the Employer and Architect before commencement of the works on site." ADD "The Contractor's site agent shall remain on site after practical completion to attend to all the snags to the satisfaction of the Architect and Employer." Clause 10 Clerk-of-Works. Clause 11 Liability against Injury to Persons and Property. In addition to the requirements contained in clause 11, the contractor's All Risk Policy shall cover the full value of the following and allow for all costs thereof:</p> <ul style="list-style-type: none"> * The works and temporary works erected in performance of this contract * The materials on site, plants and tools * The cost and expense of removing debris of the property insured, destroyed and damaged by any peril insured. * Professional fees, allowed as 9% of the Contract Sum. <p>Clause 12 Insurance against Injury to Persons and Property. The Contractor shall effect and maintain the following insurances as required by Clause 12.1.1 and 12.1.2 and shall allow for all costs thereof:</p> <ul style="list-style-type: none"> (i) Employers' Liability (Workmen's Compensation). (ii) Third Party (Public Liability) for an Indemnity of not less than Shs. 15,000,000.00 for any one accident or series of accidents arising from the same event (unlimited in aggregate). <p>Should the Contractor already hold annual Insurance covering the whole of their activities, and the Indemnity required under this Contract exceeds the Indemnity under the existing policy/is, then further insurance shall be effected and maintained to cover such excess. The Contractor shall ensure that all Sub-Contractors effect and maintain such insurances as are necessary to cover their liabilities in respect of injury to persons and property and Workmen's Compensation. Clause 13 Insurance of the Works (Contractor's Liability).</p>			
Clause 14	Insurance of the Works (Employer's Liability). This clause is NOT applicable. Shall be deleted.		
Clause 15	Insurance of Works (Works of Alteration etc). This clause is NOT applicable. Shall be deleted. Carried To Collection	Kshs	
<p>Clause 16 Performance Bond. Section 16.2 of clause 16 is not applicable. Shall be deleted.</p>			

* The Bond shall cover the due performance of the contract until the satisfactory expiry of the Defects Liability Period.		
Clause 17	Compliance with Regulations, Notices etc.	
Clause 18	Programme of Works.	
Clause 19	Access to the Works.	
Clause 20	Possession of Site and Commencement of Works. Sub clause 20.2 shall be amended by the addition of the words 'or such other date as arises by virtue of extension of time granted under Clause 36 of the Conditions of Contract'.	
Clause 21	Levelling and Setting Out. Sub clause 21.1 amend the words 'The Employer' to 'The Architect'.	
Clause 22	Architect's Instructions.	
Clause 23	Specification of Goods, Materials and Workmanship. Sub Clause 23.7 shall not be aplicable .Shall be deleted.	
Clause 24	Samples and Tests.	
Clause 25	Royalties and Patent Rights.	
Clause 26	Assignment. Clause 26 shall be deleted	
Clause 27	Subletting. Sub-Clause 27.1 ammend “He may sub-let part of the Works upon giving notice to the Architect” to read “He may sub-let part of the works upon giving notice and getting approval from the Architect and Employer.”	
Clause 28	Suspension of the Works by the Architect.	
Clause 29	Suspension of the Works by the Contractor.	
Clause 30 Variations. Sub clause 30.2 the part reading "provided that no such instructions shall substantially change the scope or object of the contract without the consent of the Employer and the Contractor" shall be deleted Section 30.3 of clause 30 shall not be applicable.Shall be deleted ADD Sub clause 30.6.5 ""Where a Prime Cost rate is inserted in the Bills of Quantities for the supply of any materials or items, adjustment to the prime cost rate shall be undertaken by the Quantity Surveyor in accordance with the contract. Clause 30.6.3.2 Shall be amended to read “when no such rates have been inserted, at rates to be agreed between the quantity surveyor, the employer and the contractor; failing which the quantity surveyor will issue a fair valuation. The quantity surveyor’s fair valuation thereof shall be final and binding between parties”.		Kshs

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<p>Add to sub clause 30.9 "The conditions of this sub clause do not apply to works undertaken by another contractor under Architects Instructions issued in accordance with clause 22.2 of the Conditions of Contract".</p> <p>Add Sub clause 30.15 "The Quantity surveyor will assess the variations and advise the Architect and the Employer within three calendar weeks from the date of occurrence of the variations. The Architect in consultation with Employer will issue a variation order within one calendar week of receipt of the said evaluation from Quantity surveyor / services engineer"</p> <p>Daywork Rates: Any Daywork ordered under Sub-Clause (4)(c) of last Clause shall be executed at the following rates:-</p>		
Labour:	The Prime Cost to which * 100	
Materials:	The Prime Cost (delivered to Site) to which * _____ 20	
Plant:	The Nett Hire Charge to which * _____ 15	
<p>These percentage additions shall cover all insurances, use of small tools and non-mechanical plant, sharpening tools, water, supervision, watching, lighting, establishment and overhead charges and profit.</p> <p>Dayworks will be allowed only where specifically ordered by the Architect in writing.</p> <p>All Daywork Sheets must be signed by the Architect and the Contractor or their authorised representatives.</p> <p>Clause 31 Nominated Sub-Contractors.</p> <p>The main contractor shall be responsible for giving all necessary directions to Nominated Sub-contractors, ascertaining their requirements, co-ordination of their works and arranging for them to be on site at the proper time for the orderly progress of the works and for agreeing accurate dimensions in regard to settling out and all builder's work. The main contractor shall place all orders with the nominated sub-contractor clearly on his behalf and shall not pledge the credit of the employer, either directly or indirectly. They shall arrange for the delivery of all materials or goods at the proper time for the ordered progress of works.</p> <p>The Contractor will be required to ensure that all Nominated Sub-Contractors enter into the Sub-Contract</p> <p>Agreement issued under the authority of the Kenya Association of Building and Civil Engineering Contractors and as amplified or varied hereinafter and they must deposit with the Quantity Surveyor a signed extract of the relevant details thereof.</p> <p>ADD Both Nominated and Domestic sub-contractors may be paid directly by the Employer, if mutually agreed between the Employer and the Contractor.</p> <p>Sub-Clause 31.15 "If a nominated sub-contractor terminates the sub-contract or the Contractor terminates the sub-contract on the advice of the Architect," shall be amended to read "If a nominated sub-contractor terminates the sub-contract or the</p>		
		Kshs

<p>Contractor terminates the sub-contract on the advice of the Architect and Employer,”</p> <p>Clause 32 Nominated Suppliers.</p> <p>The main contractor shall place all orders with the nominated suppliers clearly on his behalf and shall not pledge the credit of the employer, either directly or indirectly. The Contractor shall arrange for delivery of all materials or goods at the proper time for the ordered progress of the works.</p> <p style="text-align: center;">Carried To Collection</p>		
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<p>The Contractor will not receive any cash, trade or other discounts on Prime Cost and Provisional Sums. Any profit in lieu of these discounts which the Contractor desires must be priced by them against the appropriate item provided in the Bills of Quantities. When tendering for works covered by Prime Cost and Provisional Sums the Contractor will be treated as any other Nominated Supplier or Sub-Contractor.</p> <p>The Employer reserves the right to pay direct on the Certificates of the Architect some or all accounts in respect of works and materials covered by Prime Cost and Provisional Sums due to Nominated Sub-Contractors or Nominated Suppliers and to deduct any amounts so paid from any sums otherwise payable to the Contractor. Should this reservation be adopted due to default on the part of the Contractor, any profits which the Contractor may have allowed on Prime Cost and Provisional Sums will be omitted from the Contract. Direct payment will not be deemed to constitute omission of the work from the Contract and the Contractor will continue to be responsible for the work or goods in accordance with the terms of the Contract.</p> <p>Clause 33 Works by Other Persons engaged by The Employer.</p> <p>Works to be executed by others and not forming part of this contract are described in the Preliminaries Section of the Contract Bills under the heading of Description of Works and Scope of Contract. The employer reserves the right to engage any other contractors to carry out works on any part of the site and the contractor will at all times grant access to such contractors duly appointed by the employer.</p> <p>Sub clause 33.2 shall be amplified as follows; 'The Employer reserves the right to engage any other contractors to carry out works on any part of the site and the main contractor will at all times grant access to such contractors duly appointed by the employer. The contractor shall allow in their rates for any inconveniences, interference or co-ordination with such other persons as no profit and attendance shall be paid on this account.</p> <p>Clause 34 Payments</p> <p>At the intervals stated, Certificates shall be issued provided the amounts of such Certificates are considered reasonable by the Quantity Surveyor, in accordance with the value of the Contract. When applying for a Certificate, the Contractor shall furnish the Quantity Surveyor with a detailed approximate statement of the value of the work executed and all materials on Site in order to expedite the issue of the Certificate.</p> <p>Subsequent Certificates will not be issued to the Contractor by the Architect until satisfactory proof has been given by the Contractor that Nominated Sub-Contractors and Nominated Suppliers have been paid the amounts included for them in previous Certificates issued to the Contractor.</p> <p>The employer reserves the right to make direct payments to nominated sub-contractors and nominated suppliers.</p> <p>All documents necessary for the purposes of the compilation of the Final Account including all documents relating to the accounts of nominated sub-contractors and nominated suppliers shall be passed to the Quantity Surveyor as and when available during the progress of the works and not later than one month after the Date of Practical Completion.</p>	
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<p>Add sub-clause 34.2a “The Quantity Surveyor, Employer’s Representative and Contractor shall be represented on site during verification of work done and materials on site to be included in the interim valuation.” Clause 34.15 shall be deleted</p> <p>Clause 34.20 “The final account shall be agreed between the Quantity Surveyor, the Contractor, the Architect and the Employer.”</p> <p>Carried To Collection</p> <p>Kshs</p>	

<p>Clause 35 Fluctuations.</p> <p>Clauses 35.0 The Contract shall be a FIXED PRICE Contract Sub-Clauses 35.3 to 35.8 (inclusive) will be deleted.</p> <p>Clause 36 Extension of Time.</p> <p>Delete sub-clause 36.1.10 and insert, 'By the contractor's inability for reasons beyond and which he could not reasonably have foreseen at the date of this contract to obtain delivery upon the works of such imported goods or materials imported from outside the country in which the contract is being executed as are essential to the proper carrying out of the works'.</p> <p>Sub clause 36.1.15 shall not be applicable. Shall be deleted.</p> <p>The Contractor shall order all materials to be obtained from overseas immediately upon signing the contract and shall order materials to be obtained locally as early as necessary to ensure that such materials are on site when required for the works.</p> <p>However, before placing any order, the contractor must get confirmation in writing from the architect that the materials specified are required for the works and have not been varied in any way in the light of altered requirements or planning.</p> <p>A claim for extension of time under clause 36.1.10 shall not be considered unless substantial proof is submitted that every endeavor has been made by the contractor to avoid such delays.</p> <p>As soon as any delay becomes apparent the architect must be notified in writing</p> <p>Clause 36.8 shall be amended to read..., “All applications for extension of time and all decisions on the same shall be copied and discussed and agreed with the Employer at the time of application or decision, as the case may be.”</p> <p>Clause 37 Loss and Expense caused by Disturbance of Regular Progress of The Works.</p> <p>When evaluating the actual loss incurred under this clause, the only items to be considered are the priced preliminaries. The figures to be used shall be the agreed recurrent costs and NOT the entire priced rate</p> <p>Clause 38 Termination of the Contract by the Employer.</p>		
Clause 39	Termination of the Contract by the Contractor.	
Clause 40	Termination of the Contract by either Party.	

Clause 41	Practical Completion and Defects Liability. Sub-Clause 41.8 shall be deleted and replaced with the following....”Notwithstanding the provisions of sub-clause 30.10 and sub-clause 41.6 herein, where defects shrinkages or other faults shall occur during the period of rectification of defects which are not due to materials or workmanship not being in accordance with the contract, the Architect may instruct their rectification at the Contractors own cost, unless such faults are due to design errors. Such instruction shall only be treated as a variation and valued in accordance with sub-clause 30.6 of these conditions if the faults are of design nature.”	
Clause 42	Sectional Completion.	
Clause 43	Damages for Delay in Completion.	
Clause 44	Antiquities and Other Objects of Value.	
Clause 45	Settlements of Disputes.	
	Carried To Collection Kshs	

A. APPENDIX TO THE CONDITIONS OF CONTRACT			
The Appendix to the Conditions of Contract will be filled in as follows:			
Clause 13.0 Percentage to cover Professional Fees			
Clause 16.1	Amount of Contractor's Surety	10% of the Contract Sum.	
Clause 16.2	Amount of Employer's Surety	This clause shall be deleted.	
Clause 18.1	Period for Submission of Programme	2 weeks from the date of possession.	
Clause 20.1	Period for Possession of Site	Within 14 days of receipt of notice accepting tender.	
Clause 20.2	Contract Period	To be stated in the Form of Tender.	
Clause 20.2	Date for Commencement of Works	Within 14 days of receipt of notice accepting tender.	
Clause 20.2	Date for Practical Completion	To be agreed	
Clause 31.14	Name of the bank for purposes of	To be stated in the Form of Tender.	
32.4.5	interest calculation		
34.6 Clause 34.1	Intervals for application of Payment Certificates	4 weeks	

Clause 34.4	Minimum amount of Payment Certificates	As per valuation	
Clause 34.12	Percentage of Certified Value Retained	10% of the project cost	
Clause 34.12	Limit of Retention Fund	5% of the project cost	
Clause 34.12	Periods for Release of Interest on Retention Money to Contractor	N/A	
Clause 34.17	Period of Final Measurement and Valuation	Six (6) Months	
Clause 41.6	Defects Liability Period	Six (6) Months	
Clause 43.1	Liquidated and	Shs. 50,000.00- per	
	Ascertained Damages Carried To Collection	calendar week or part thereof for late completion.	
		Kshs	

<p>GENERAL MATTERS</p> <p>A. SUFFICIENCY OF TENDER The Contractor shall be deemed to have satisfied themselves before tendering as to the correctness and sufficiency of their Tender for the Works and of the rates and prices stated in the priced Bills of Quantities, which rates and prices shall cover all their obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.</p> <p>B. STAMP CHARGES The Contractor shall allow for the payment of all Stamp Charges in connection with the Surety Bond and Contract Agreement.</p> <p>C. DEFINITIONS AND ABBREVIATIONS Terms used in these Bills of Quantities shall be interpreted as follows: Approved shall mean approved by the Architect.</p>			
	"as directed"	shall mean as directed by the Architect.	
	"B.S."	Shall mean the current British Standard Specification published by the British Standards Institution, 2 Park Street, London W.1., England.	
	"C.M."	shall mean Cubic Metres.	

	"S.M."	shall mean Square Metres.	
	"L.M."	shall mean Linear Metres.	
	"mm"	shall mean Millimetres.	
	"Kg."	shall mean Kilogrammes.	
	"No."	shall mean Number.	
	"Set"	Shall mean a group of complementing parts forming a complete and functioning whole	
	"Ditto"	Shall mean the whole of the preceeding description axcept as qualified in the section in which it occurs	
	"m.s"	Shall mean Measured Separately	
	"VAT"	Shall mean Value Added Tax	
	"Take delivery."	shall mean collecting the client supply items from a store located within Nairobi, loading and trasporting the same to the site at no cost to the employer.	
	"Omitted works"	<p>shall mean works completely removed from the scope and not to be done at all within the contract. This shall not apply to works removed from the main/builders works and instead executed by a specialist subcontractor within the current contract. Where a specialist sub-contractor is involved, the main contractor shall be paid for profit and attendance in the prime cost section of the bills of quantities.</p> <p>No claim for loss of profit and or expense shall arise.</p>	
		Carried To Collection	Kshs

<p>A. PROGRESS SCHEDULE</p> <p>The Contractor shall, upon receiving instructions to proceed with the work, draw up a Time and Progress Schedule setting out the order in which the Works are to be carried out with the appropriate dates thereof. 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.</p> <p>The Main Contractor will be responsible for arranging the above programme with all Sub-Contractors including the Nominated Sub-Contractors and Nominated Suppliers.</p> <p>B. FIGURED DIMENSIONS</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 Sub-Contractors or Specialist Firms, dimensions must be checked on the Site and/or buildings 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> <p>C. PROVISIONAL WORK</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 the measurements to be taken.</p> <p>SITE LEVELS</p> <p>Before commencing the works the contractor must arrange for and agree with the architect, engineer and quantity surveyor on the existing levels and similarly establish and agree a bench mark.</p> <p>D. SETTING OUT</p> <p>The contractor shall set out the works according to drawings and shall be responsible for its correctness and shall be required to amend any errors arising from inaccurate setting out at his own cost and expense. Any discrepancies on the dimensions or levels marked on the drawings should be reported to the architect for their immediate attention and the contractor shall only proceed after the architect's instructions to adjust the same. No</p>	Kshs	
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<p>for extra time,expense or relief fom provisions of clause 21.0 of the conditions of the contract may be made there after</p> <p>Before any works are commenced by sub-contractors or specialist,dimesnions must be checked by and agreed with the contractor.The contractor shall be responsible for the accuracy of such dimensions.</p> <p>E. EXISTING SERVICES</p> <p>Prior to commencement of any work the Contractor is to ascertain from the relevant Authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and they 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 services 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> <p style="text-align: center;">Carried To Collection</p>		
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A.	<p>TRANSPORT TO AND FROM THE SITE</p> <p>The Contractor shall include in their prices for the transport of materials, workmen, etc., to and from the Site of the proposed Works, at such hours and by such routes as are permitted by the Authorities.</p> <p>All current rules and regulations issued by the Transport Licencing Board (TLB) of the Republic of Kenya shall be adhered to.</p>	
B.	<p>PROGRAMME OF WORKS</p> <p>The contractor shall ,upon receiving instructions to proceed with the work,submit programme of works in accordance with clause 18.0 of the conditions of contract.The programme shall be computerized critical path programme schedule which the contractor shall develop and maintain during the course of the project. The schedule shall include construction and procurement activities as well as other time related factors.The contractor shall prepare the time schedule showing the time and order in which they propose to carry out the woks within the total construction time.The schedule shall also show in detail the construction time and order in which each section of the work is to be caried and be sub-divided into elements,trades and tasks.</p> <p>The schedule shall shall show when information is required from consultants especially in relation to the ordering of imported materials.</p> <p>The time schedule is to be agreed with the Architect</p>	

	<p>At the end of each month,the contractor shall incorporate actual start and finish dates into the time schedule and produce an update on the programme.The update is to show actual start and finish dates, identify out sequence of activities,critical activities and any constraints which may have or may affect the progress of the works.</p> <p>During construction ,the contractor will incorporate any changes to the time schedule only if aproved in writing by the rchitect and produce a revised schedue.</p> <p>The ocntractor shall provide to the Architect,a soft copy of the time schedule including monthly updates and nalysis together with four printed copies of the relevant data.</p>	
C.	<p>OVERTIME</p> <p>The Contractor shall allow in their tender for any extra costs for overtime working they consider will be necessary in order to complete the works by the contract Date of Completion.</p> <p>If during the course of the Contract overtime is worked for a specific purpose in accordance with a written instruction issued by the Architect, the Contractor will be reimbursed in respect of such overtime to the extent only of the additional net cost of unproductive time payable over and above the basic hourly rates as laid down by the Regulations of Wages and Conditions of Employment Act, Building and Construction Industry Wages council and excluding any bonuses, profits and overheads.</p>	
D.	<p>SITE PHOTOS</p> <p>The contractor shall allow for taking digital site phographs on a weekly basis to the satisfaction of the consultants.Copies of each shall be provided to the employer and consultants as required and a weekly record shall be placed on a board in the site office.</p> <p>Carried To Collection Kshs</p>	
A.	<p>FAIR WAGES</p> <p>The contractor shall pay rates of wages and observe hours and conditions of labour not less favourable than the minimum rates of remuneration and minimum conditions of employment applicable in the area where work is carried out.The contractor is to comply with the Regulation of Wages and Conditions of Employment Act,</p> <p>Building and Construction industry Wages Council and is to be responsible for the compliance by the</p> <p>Sub-contractors employed in the execution of the contract.Should a claim be made to the architect alleging the contractor's default in payment of Fair Wages,and if thereof,the architect may,failing to pay the contractor, pay the claim out of monies due to the contractor under this contract.The contractor will furnish the architect if called upon ,such particulars,of the rates of wages,hours and conditions of labour referred above as the architect may direct.</p>	

B.	<p>PUBLIC AND PRIVATE ROADS, PAVEMENTS, ETC.</p> <p>The Contractor will be required to make good, at their own expense, any damage they may cause to the present road surfaces and pavements within or beyond the boundary of the Site, during the period of the Works. In particular, all existing trees, shrubs, plants, 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>	
C.	<p>SUPERVISION</p> <p>The said works shall be executed under the direction and to the entire satisfaction of the architect and engineer who shall be acting under the delegated authority of the architect, and who shall at all times have access to the works and the yards and workshops where work is being prepared for the building works.</p>	
D.	<p>POLICE REGULATIONS</p> <p>The Contractor is to allow for complying with all instructions and regulations of the Police Authorities.</p>	
E.	<p>LOCAL REGULATIONS AND BY-LAWS</p> <p>The contractor is to comply with all local regulations and by-laws of the local authority including serving notices and paying of fees.</p>	
F.	<p>ACCOMODATION ON SITE</p> <p>No accomodation on site will be permitted for the contractor's staff or work people including those of sub-contractors</p>	
G.	<p>CONTRACTORS' SUPERINTENDENCE</p> <p>The Contractor shall constantly keep on the Works a literate English-speaking Agent or Representative, competent and experienced in the kind of work involved, who shall give his whole 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 given to the Contractor in accordance with the Conditions of Contract.</p> <p>The Agent shall not be replaced without the specific approval of the Architect.</p> <p>It is to be a specific condition of this Contract that the successful Tenderer shall provide on site throughout the period from the completion of the substructure to the Date for Practical Completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the Drawings; and shall ensure that upon any termination of employment a suitable replacement is found.</p> <p style="text-align: right;">Carried To Collection</p>	<p>Kshs</p>

	<p>Before the Tenderer's offer is accepted the Architect will personally interview the Contractor's proposed Representative. A curriculum vitae of past experience and qualifications must be provided for the Architect's scrutiny.</p> <p>The Architect's decision will be final regarding the suitability of the proposed Representative.</p>	
A.	<p>WATER</p> <p>The contractor shall make arrangement with the local authorities for the installation of a separate meter for all water used by him and sub contractors through out the contract and pay all costs and fees in connection therewith.</p> <p>All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension.</p> <p>The Contractor shall provide at their own risk and cost all water for use in connection with the Works (including the work of Sub-Contractors). The Contractor shall provide at their own expense all temporary distribution pipes, storage tanks, meters, etc., and they shall clear away same upon completion of the Works.</p>	
B.	<p>LIGHTING AND POWER</p> <p>The Contractor shall provide at their own risk and cost all artificial lighting and power for use on the Works, including all Sub-Contractors' and Specialists' requirements and including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.</p> <p>All such temporary works shall be cleared away on completion of the construction.</p>	
C.	<p>SAFETY</p> <p>The Contractor shall comply at all times with the requirements of the Factory Act (Cap 514), Building Construction Rules, Supplement 18, Legal Notice No. 40 dated 5th April, 1984 ensure that the safety of their workpeople and authorised visitors to the Site is protected at all times. In particular there shall be proper provision of planked footways and guard-rails to scaffolding, etc.; protection against falling materials and tools and the Site shall be kept tidy and clear of dangerous rubbish.</p> <p>The Contractor shall appoint a Safety Officer as required by the Factory Act and notify the Factory Inspector of his name. The Safety Officer shall be qualified in compliance with the Factory Act and shall have experience in First Aid. The Safety Officer shall be on site at all times and all directions given by the Architect to the Safety Officer shall be deemed to be Architect's Instructions, and shall be complied with promptly without additional cost to the contract. The Architect shall be empowered to suspend work on the Site should he consider these conditions are not being observed, and no claim arising from such a suspension will be allowed.</p>	
D.	<p>PROTECTIVE CLOTHING</p> <p>The Contractor shall provide all protective or any other special clothing or equipment for their employees that may be necessary.</p> <p>These shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, steel toed boots, overalls, etc according to the type of work. The Contractor shall ensure that all safety and protective gear are worn by all staff on site at all times</p> <p>Carried To Collection Kshs</p>	

<p><u>MATERIALS AND WORKMANSHIP</u></p> <p>A. GENERALLY</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 obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.</p> <p>All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate Kenya Bureau of Standards or 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 their 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>It's the contractor's responsibility to erect an approved storage facility for the materials on site.</p> <p>B. REJECTED WORKMANSHIP OR MATERIALS</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 immediately be removed from the Site and replaced at the Contractor's expense, as required.</p> <p>C. PROPRIETARY MATERIALS</p> <p>Where proprietary materials are specified herein-after the Contractor may propose the use of materials of other manufacture but 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>D. SAMPLES</p> <p>The Contractor shall furnish at the earliest possible opportunity before work commences and at his own cost, any samples of materials or workman-ship 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 the minimum standard for the work to which they apply.</p> <p>E. SHOP DRAWINGS</p> <p>The contractor shall prepare for scrutiny and issue to the architect, copies of detailed shop drawings of all specialists works. The contractor shall immediately amend after the architect has checked the drawings and when approved shall issue to the architect four copies for general use. The scrutiny of these drawing shall be for general conformity including conformity with the works of others and to co-ordinate the contract work in pace.</p> <p>Such approvals shall not imply any further indication or correctness.</p>	
Carried To Collection	Kshs

<p>A. CONCRETE TESTS Concrete test cubes I.e. per set of three as later described, including testing fees, labour and materials, making moulds, transport and handling e.t.c. and ensuing copies of tests are promptly dispatched to the Architect's and Quantity Surveyor's offices. Tenderer to allow for undertaking successful tests throughout the project period as and when required.</p> <p>TEMPORARY WORKS</p> <p>B. ACCESS TO SITE AND TEMPORARY ROADS Means of access to site shall be agreed with the architect prior to the commencement of the work and the contractor must allow for building ant temporary access roads for the transport of materials,plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings,bridges or any other means of gaining access. All such temporary works shall be cleared away on completion of the construction and make good and reinstate all works and services disturbed to the satisfaction of the architect.</p> <p>C. SITE OFFICE The Contractor shall provide where directed within the site, site offices and clean toilet facilities for the sole use of the Architect and their representatives to the satisfaction of the Local Authorities. The offices shall be provided with adequate furniture and the contractor shall provide the services of a sweeper, pay all charges and keep the facilities in a clean and sanitary condition during the whole period of the Works. In particular, the Contractor is to note that the neighbourhood will continue with operations during the period of the works and the contractor shall ensure that construction activities do not interfere with such operations by way of noise, obstruction, dust, vibrations or trespass. The contractor shall allow for all cost necessary to comply with the above to the satisfaction of the Architect. The site office is to be fully supplied with power,with notice boards and drawers for storage. The contractor to allow for provision of snacks and soft drinks to participants during site inspections and meetings. The entire site is a non-smoking area. The contractor shall keep on site and maintain in good condition on dumpy quickset level,metric levelling staff, one 30 metre steel tape for use by the architect,quantity surveyor and engineer. All such temporary works shall be cleared away on completion of the construction.</p> <p>D. COMPUTER AND INTERNET CONNECTION The Contractor shall provide and maintain the Consultant's site office with, A3 printer, a high performance desk top top computer and a laptop connected with unlimited high speed wifi internet connection. The Contractor is to pay all connection charges and shall allow for any other fees that may become payable during the contract period. The computer specifications shall meet the Architect's requirement and shall be for sole use of the Architect and/or Architect's representative.</p> <p>E. TELEPHONE The Contractor shall provide a telephone connection to the town exchange for the period of the Works, and shall pay all fees and rental for the same. The telephone connection shall remain on site until completion of the works</p> <p>F. SANITATION The Contractor shall make arrangements for the necessary toilet facilities for their staff and workmen to the requirements and satisfaction of the Health authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.</p>	
<p>Carried To Collection</p>	
<p>Kshs</p>	

A.	<p>PLANT, TOOLS AND SCAFFOLDING</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 same on completion.</p> <p>All materials and workmanship used in the execution of the works shall be of the best quality and description for the due and satisfactory completion of the works and shall remove the same on completion.</p> <p>The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works, including Sub-contract Works, provide special brackets and platforms for the lift subcontractor, special scaffolding as and when required during the Works and remove on completion and make good.</p> <p>Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guard-rails to approval.No timber used for scaffolding ,formwork or similar temporary works shall be used afterwards in the permanent work.</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 and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.</p> <p>Scaffolding is not measured hereinafter, and the Contractor must allow here or in his rates for the above.</p>	
B.	<p>EXISTING AND ADJACENT PROPERTY</p> <p>The Contractor must take all steps necessary to safeguard existing and adjacent property, make good at their 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. They must reinstate all damages at his own expense and indemnify the Employer against any loss.</p> <p>The Contractor must take such steps and exercise such care and diligence as to minimise nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property.</p>	
C.	<p>HOARDING</p> <p>The Contractor shall enclose the site, with a hoarding 2.40 metres high, with openings and gates as required, constructed of substantial timbers to approval and covered with reasonably new corrugated galvanised iron sheeting painted to approval.</p> <p>The contractor's attention is drawn to the fact that some areas of the site are already built up and shall be in use during the currency of this project.As such the contractor must allow for keeping his/her employees from interfering with such other users and preventing and minimising any nuisance arising from dust ,noise or by way of trespass.</p> <p>The contractor shall allow the employer to erect and face the hoarding with advertising should they so require.</p> <p>The contractor is to allow for all such costs including any statutory and facilitation levies.</p>	
D		

	<p>(SECURITY) WATCHING AND LIGHTING</p> <p>The Contractor shall provide at their risk and cost all watching and lighting as necessary to safeguard the Works, plant and materials against damage and theft. The contractor shall be entirely responsible for the security both for his own and sub-contractors.</p> <p>Carried To Collection Kshs</p>	

A.	<p>SIGNBOARD</p> <p>The signboard shall give a brief title of the project and image</p> <p>The Signboard and lettering on same for the display of the General and Sub-Contractors' names shall be of an approved size with the Employer's name painted thereon. The Architect's, Quantity Surveyor's and other Consultants' names shall be printed in 50 mm letters all to the Architect's approved design.</p> <p>No other signboard or advertising will be permitted without prior permission from the Architect.</p> <p>The Contractor shall allow for all the statutory payments to the relevant authorities associated with signboard erection and renewal during the entire project period.</p> <p><u>NOMINATED SUB-CONTRACTORS AND SUPPLIERS</u></p> <p>(See also under FORM OF CONTRACT Clauses 31 and 32)</p>	
B	<p>NOMINATED SUB-CONTRACTORS</p> <p>The Contractor shall be responsible for Nominated Sub- Contractors in every respect and in particular it shall be the Contractor's responsibility to ensure that each Sub- Contractor commences and completes the work in such manner and is ready on the Site with their materials, labour and special plant at such times so 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 the cost of General Attendance on Nominated Sub-Contractors which shall be deemed to include for:</p> <p>Allowing the use of standing scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant Sub-Contractors' works are complete and removal of all scaffolding on completion. Providing space for office accommodation, and for storage</p>	Kshs

<p>of plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, and lighting; and clearing away all rubbish.</p> <p>The items for "General Attendance" given herein-after following P.C. Sums in respect of Sub-Contractors' work shall be deemed to include all the above.</p> <p>The Contractor shall also accept liability for and bear the cost of Special Attendance on Nominated Sub-Contractors which shall include for one or more of the following:</p> <p>Unloading, storing, hoisting, placing in position, providing power, provision of special scaffolding.</p> <p>The items of "Special Attendance" given herein-after following P.C. Sums shall include any one or more of the above items as set out in the particular reference.</p> <p>Cutting away for and making good after the work of Sub- Contractors as may be required will be priced and allowed for separately under Builder's work the Specialist trade under Builder's work to the Specialist trade . Carried To Collection</p>		
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<p>A. NOMINATED SUPPLIERS</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 where directed, 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, transporting, 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 Sub-Contractors or Nominated Suppliers the Contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of Contract and the Progress Schedule.</p> <p>B. PRIME COST RATES</p> <p>Where description of items include a P.C. rate per unit this rate is to cover the nett supply cost of the unit only. The Contractor's price must include for the cost of the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads.</p> <p>The actual nett cost per unit will be adjusted within the Final Account against the P.C. rate stated. <u>PROTECTION AND CLEANING</u></p> <p>C. PROTECTION</p> <p>The Contractor shall cover up and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of Sub-Contractors, etc., to the satisfaction of the Architect until the completion of the Contract.</p> <p>D. CLEANING</p> <p>The Contractor shall, upon completion of the Works, at their 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 temporary access roads, offices, sheds, camps, etc. Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains.</p> <p>They shall also, at the discretion of the Architect, remove all rubbish and dirt as it accumulates. The contractor is to find their own dump and shall pay all charges in connection therewith</p> <p>Carried to collection</p>	Kshs	
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A. CONTINGENCIES		
Provide the Provisional Sum of Shillings ... for contingencies to be omitted or expended in whole or in part at the discretion of the Architect		
B	<p>TRAINING LEVY</p> <p>The Contractor's attention is drawn to Legal Notice No. 237 of October 1971, which requires payment by the Contractor of Training Levy on all Contracts of more than Shs.50,000/- in value and his Tender must include for all costs arising or resulting therefrom.</p>	
C	<p>VALUE ADDED TAX</p> <p>The Contractor's attention is drawn to the Finance Act 1993 which requires payment by the contractor of Value Added Tax on construction services rendered. The contractor shall allow for the requirements of this tax in their rates.</p>	
D	<p>WITHHOLDING TAX</p> <p>The contractor's attention is drawn to the Finance Act 2002. The contractor shall ensure that they have the full knowledge of the workings of withholding tax. Withholding tax shall be deducted from all payments as applicable.</p>	
E	<p>OCCUPATION CERTIFICATE</p> <p>The Architect will provide to the Contractor a duly completed application together with the requisite "As Built" drawings. The contractor will be required to submit the application and obtain the Occupation Certificate from the Local Authority no later than the end of the Defects Liability Period.</p> <p>The Contractor will deliver the original certificate to the owner with a copy to the Architect.</p>	
F	<p>STANDARDS LEVY</p> <p>The Contractor's attention is drawn to Legal Notice No. 267 of 22nd June 1990, which requires payment by the Contractor of Standards Levy. his Tender must include for all costs arising or resulting therefrom.</p>	
G	<p>NEMA REQUIREMENT</p> <p>The Contractor shall be responsible for complying with Nema requirements and shall allow for all costs arising or resulting therefrom. No claim of extension of time shall be allowed as a result of complains to NEMA requirements. Copy of NEMA license may be inspected in the QS office by prior notice.</p>	
H	<p>TENANTS REQUIREMENTS</p> <p>The contractor shall allow for providing hoardings, screens, power, water, rubbish removal for tenants during their fitout all to the architect's approval.</p>	
J.	<p>OTHER STATUTORY OBLIGATIONS, NOTICES, FEES AND CHARGES</p> <p>Notwithstanding any other statutory obligations, notices, fees and charges not listed above, the contractor shall allow in his tender for all such costs</p>	

	incurred in complying with all statutory requirements and payment of all leviers currently in force and affecting the construction industry. Carried To Collection	Kshs	
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	From	Page	1/18		
	From	Page	1/19		
SECTION NO. 1	From PRELIMINARI ES	Page	1/20 TOTAL CARRIED TO GRAND SUMMARY	Kshs	

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ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
	<u>PROPOSED GOVERNOR'S RESIDENCE</u> <u>BILLS OF QUANTITIES</u> <u>SECTION NO. 2</u> <u>ELEMENT NO.2</u> <u>DEMOLITION</u> <u>Concrete Class 20mm in:-</u>					
A	Carefully Demolish Existing Structures, load and cart away debri as directed by the Project Manager	Item	1	KSHS		
	TOTAL FOR DEMOLISION CARRIED TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
	<u>PROPOSED GOVERNOR'S RESIDENCE</u> <u>BILLS OF QUANTITIES</u> <u>SECTION NO. 2</u> <u>ELEMENT NO.1</u> <u>SUBSTRUCTURE</u> <u>(All Provisional)</u> <u>NOTES</u>					
1	The Tenderer's attention is drawn to the Preliminaries Contract Particulars Clause 8.0 which states that the Standard Method of Measurement is the June 2008 Edition. Per Clause D5(g) of this S.M.M all excavations in this BoQ have been measured NET and no allowance has been made for working space and the tenderer is shall price for the excavations accordingly.					
2	Cement for all Structural Works in these Bills of Quantities shall strictly be Grade 32.5					
3	Cement for Non-Structural Works in these Bills of Quantities shall be Grade 32.5					
4	All Reinforcement in these Bills of Quantities shall be to BS 4449:1997 with the following characteristic; a) Grade 460 B high strength type 2 Ribbed bars with proof stress of 460N/mm ² ; allow for cutting, bending, hoisting and fixing including all necessary trying wires and spacer stools;					

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
	<u>SUBSTRUCTURES (CONT'D)</u> <u>Excavations & Earthworks</u>					
A	Clear site of grass and shrubs and grab up roots	m2	1,356			
B	Excavate to remove top vegetable soil average 150mm deep; remove from site	m2	1,356			
C	Excavate for strip foundations not exceeding 1.5 m deep from reduced level	m3	446			
D	Ditto for Column Bases not exceeding 1.5 m deep from reduced level	m3	156			
E	Allow for keeping excavations free from water by baling or pumping as required including provision of drains, etc., as described	Item				
F	Allow for maintaining and supporting sides of excavations and for keeping free from fallen materials as described <u>Disposal</u>	Item				
G	Backfilling around foundations & columns	m3	200			
H	Load and cart away surplus spoil <u>Imported filling</u>	m3	401			
I	300mm Thick approved hardcore under floor bed well compacted	m2	1,079			
J	40mm Thick Murram or quarry dust blinding to hardcore Carried to Collection	m2	1,079	Kshs.		

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
	<u>SUBSTRUCTURES (CONT'D)</u> <u>Damp proof membrane as described :-</u>					
A	1000 Gauge polythene sheet dampproof membrane to horizontal surfaces <u>Anti-termite treatment</u>	m2	1,079			

B	Chemical anti-termite treatment executed by an approved specialist under a ten-year guarantee to horizontal surfaces of the floor slab and around the plinth, e.t.c.	m2	1,079			
C	Concrete Class (1:3:6) in 50mm thick blinding under :- Strip foundations for masonry walling	m2	297			
D	Column bases <u>Vibrated reinforced concrete class 20 in:</u>	m2	104			
E	Colum Bases	m3	42			
F	Columns	m3	8			
G	Strip foundations	m3	59			
	Ground Beam	m3	29			
H	100 mm Thick slab <u>Reinforcement</u> <u>Reinforcement to BS 4449:1997 with the following characteristic; a) Grade 460 B high strength type 2 Ribbed bars with proof stress of 460N/mm²; allow for cutting, bending, hoisting and fixing including all necessary tying wires and spacer stools</u>	m2	1,079			
I	Assorted Bars	Kg	12,509	Kshs.		
	<u>Carried to Collection</u>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
	<u>SUBSTRUCTURES (CONT'D)</u>					
	<u>Steel mesh fabric reinforcement to B.S. 4483</u>					
A	Ref. A98 Layer of fabric mesh reinforcement laid in bed with 150mm side and end laps <u>Sawn formwork to:</u>	m2	1,079			

B	Sides of column bases	m2	138			
C	Sides of column	m2	86			
D	Sides of strip foundations	m2	197			
E	Sides of Ground Beam	m2	148			
F	Edges of floor beds 150 - 225mm high <u>Quarry dressed natural stone walling in cement sand mortar (1:3) with minimum crushing strength of 7.0 N/mm²</u>	m	177			
G	200mm Thick walling <u>Expansion joint</u>	m2	593			
H	30mm "Flexcell" or other equal and approved joint filler: set vertically and/or horizontally between concrete.	Sm	30			
I	30 mm x 25mm "Expendite" or equal and approved joint sealer <u>1000 Gauge polythene sheet damp proof course laid on and including cement sand (1:3) levelling screed</u>	Lm	30			
J	200mm Wide <u>Cement sand (1:4) render to :-</u>	m	85			
K	12mm Thick render to wall externally <u>Prepare and apply two coats of bituminous paint to :-</u>	m2	71			
L	Rendered walls externally	m2	71	Kshs.		
	<u>Carried to Collection</u>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
	<u>COLLECTION</u>					
	Page No. 2/2					

	Page No. 2/3					
	Page No. 2/4					
	<u>TOTAL FOR SUBSTRUCTURES CARRIED TO SUMMARY</u>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
	<u>PROPOSED GOVERNOR'S RESIDENCE</u> <u>BILLS OF QUANTITIES</u> <u>SECTION NO. 2</u> <u>ELEMENT NO.2</u> <u>RC SUPERSTRUCTURE</u> <u>Concrete Class 20mm in:-</u>					
A	Columns <u>Concrete Class 20mm in:-</u>	m3	39			
B	Beams	m3	58			
C	150mm Thick suspended slab <u>Reinforcement; as before described</u>	m2	552			
D	Assorted Bars <u>Sawn formwork to :-</u>	Kg	16,182			
E	Vertical sides of columns	m2	518			
F	Sides and soffites of beams	m2	359			
G	Soffites suspended slab	m2	552			
	Edge of suspended slab 150-225 mm high <u>TOTAL FOR RC SUPERSTRUCTURE</u> <u>CARRIED TO SUMMARY</u>	m	113	KSHS		

RC Superstructure

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
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	<u>PROPOSED GOVERNOR'S RESIDENCE</u> <u>BILLS OF QUANTITIES</u> <u>SECTION NO. 2</u> <u>ELEMENT NO.3</u> <u>REINFORCED CONCRETE STAIRCASE</u> Note : Paint for entire project to be 1st Quality Crown, Sadolin, or equal and approved <u>The Following in 1 NO. Staircase</u> <u>Vibrated reinforced concrete class 20 in:-</u>					
A	Staircase	m3	2			
B	100 mm Thick landings <u>Reinforcement; as before described</u>	m2	6			
C	Assorted Bars <u>Sawn formwork to:-</u>	Kg	320			
D	Soffites of sloping slabs	m2	6			
E	Soffites of suspended slabs	m2	6			
F	Vertical risers 150 -225mm high <u>Carried to Collection</u>	m	7	Kshs.		

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
	<u>STAIRCASE (CONT'D)</u>					
A	Edge of slab 150 - 225mm ditto	m	11			

B	Sloping edge of steps cut to profile of steps 140mm extreme width <u>STAIRCASE FINISHES Cement and sand (1:4) screed trowelled smooth: beds to receive flooring</u>	m	11			
C	20mm Thick <u>Cement Sand (1:1:6) plaster</u>	m2	19			
D	12mm Thick plaster to concrete surfaces <u>Supply and fix with and including Sika Ceramic 100g grey adhesive and grouting with Sika tile grout and pointing to match. Rate to include breakage and cutting waste</u>	m2	52			
E	Ceramic tiles	m2	8			
F	240 mm wide treads	m	30			
G	130 mm high risers	m	30			
H	200 mm wide edge and top	m	7			
I	Edge of steps cut to profile of steps 173mm extreme width	m	11			
J	100mm Wide skirting Carried to collection	m	22	KSHS		

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
	<u>STAIRCASE (CONT'D)</u> <u>Painting</u> <u>Prepare and apply three coats of first quality matt emulsion paint to:-</u>					
A	Plastered surfaces <u>Balustrading</u>	m2	52			

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
	<u>PROPOSED GOVERNOR'S RESIDENCE</u> <u>BILLS OF QUANTITIES</u> <u>SECTION NO. 2</u> <u>ELEMENT NO.4</u> <u>ROOF CONSTRUCTION, COVERINGS</u> <u>AND RAINWATER DISPOSAL</u> <u>ROOF CONSTRUCTION</u> <u>The following in sawn softwood timber including</u> <u>fabricating, hoisting and fixing in position</u> <u>approximately 9,000mm above ground floor level as</u> <u>per Structural Engineer's drawing</u> <u>Sawn cypress</u> <u>Rates to include all necessary bolting and/or nailing</u>					
A	100 x 50 mm Jack rafters	m	1291			
B	100 x 50 mm Common Rafters	m	1023			
C	100 x 50 mm Wall plate	m	449			
D	75x50mm purlins <u>Carried to Collection</u>	m	703	KSHS		

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
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	<u>ROOF(CONT'D)</u> <u>Wrot treated prime grade cypress</u>					
A	38mm thick tongued and grooved eaves filling Vjointed and secretly nailed onto and including 50mm x 50mm sawn cypress brackets with mosquito wire gauze in between	m	449			
B	225mm x 38mm thick fascia board fixed onto ends of rafters <u>ROOF COVERINGS</u>	m2	449			
C	0.5mm (24 gauge) thick aluzinc coated substrate as "Decra Tufftile" size 1700x390mm roofing tiles of approved colour or equivalent; laid with 75mm laps on and including 50x30mm pressure impregnated sawn cypress battens at 350mm (maximum) centres, all in strict accordance with manufacturer's fixing	m2	1006			
D	Gaugr 32 plain galvanized iron sheet underlay nailed to purlins (m/s)	m2	1006			
E	Standard ridge cap tile to match roof tiles	m	98			
F	Filled end of ridge cap with matching cement and sand (1:3) mortar	No.	30			
G	Extra over roofing tiles for raking cutting <u>Prepare surfaces and apply one coat of aluminium wood primer and two finishing coats of gloss oil paint on:</u>	m	107			
H	General wood surfaces	m2	19			
I	Wood surfaces 200 - 300mm girth <u>Carried to Collection</u>	m	85	Kshs.		

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
	<u>ROOF(CONT'D)</u> <u>Rainwater goods</u>					
E	200mm wide x 200mm deep (600mm girth) prepainted gauge 24 galvanised iron gutter fixed onto fascia board with approved mild steel straps at every 1,000mm centres	m	449			
F	Extra over ditto for stopped ends	No.	20			
G	Ditto for forming 150mm x 150mm hole for down pipe	No.	20			
H	150mm x 150mm prepainted gauge 24 galvanised iron rain water down pipe fixed onto walls with approved mild steel support bracket at 1,000mm centers <u>Carried to Collection</u>	m	32	KSHS		

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
	<u>(ROOF CONT'D)</u>					
A	Extra over ditto for swan neck projection with 600mm offset	No.	20			
B	Ditto horse-shoe ditto with 300mm offset	No.	20			
C	150mm diameter cast –iron fulbora outlets Page No. 2/10 Page No. 2/11 Page No. 2/12 Page No. 2/13	No.	20	KSHS		

	CARRIED FOR ROOF TO SUMMARY					
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ITEM	DESCRIPTION	UNIT	QTY.	RATE	KSHS.	CTS.
	<u>PROPOSED GOVERNOR'S RESIDENCE</u> <u>BILLS OF QUANTITIES</u> <u>SECTION NO. 2</u> <u>ELEMENT NO. 5</u> <u>EXTERNAL WALLS, BALUSTRADES AND GRIL</u> <u>Approved local natural stonework; squared and machine dressed;bedded in cement mortar (1:4); reinforced with 25mm wide x 20mm gauge hoop iron strapping every alternate course</u>	<u>LES</u>				
A	200mm Thick walls Vent Blocks	m2	674			
B	Precast Vent Blocks to Architect's details	m2	98	KSHS.		
	<u>TOTAL FOR EXTERNAL WALLS CARRIED TO SUMMARY</u>					

External Walls

ITEM	DESCRIPTION	UNIT	QTY.	RATE	KSHS.	CTS.
	<u>PROPOSED GOVERNOR'S RESIDENCE</u> <u>BILLS OF QUANTITIES</u> <u>SECTION NO. 2</u> <u>ELEMENT NO. 6</u> <u>INTERNAL WALLS</u> <u>Approved local natural stonework; squared and machine dressed;bedded in cement mortar (1:4); reinforced with 25mm wide x 20mm gauge hoop iron strapping every alternate course</u>					

A	200mm Thick walls Vent Blocks	m2	631			
B	Precast Vent Blocks as per Architect's details	m2	60	KSHS		
	<u>TOTAL FOR INTERNAL WALLS CARRIED TO SUMMARY</u>					

Internal Walls

ITEM	DESCRIPTION	UNIT	QTY.	RATE	KSHS.	CTS
	<u>PROPOSED GOVERNOR'S RESIDENCE</u> <u>BILLS OF QUANTITIES</u> <u>SECTION NO. 2</u> <u>ELEMENT NO. 7</u> <u>WINDOWS</u> <u>ALUMINIUM WINDOWS</u> <u>Supply, assemble and fix the following purpose made powder coated Aluminium windows and 75 x 75 x 2mm and 50 x 50 x 2mm thick sections by Booth Manufacturing or equal and approved incorporating</u> <u>complete with fixing lugs on, plastic mosquito proofed permanent including all necessary cutting, 8mm thick laminated sheet glass and ironmongery (Refer to attached window schedules)</u>					
A	Size 3000 x 2000 mm high	No.	4			
B	Ditto 2400 x 2000 mm high	No.	3			
C	Ditto 1500 x 2000 mm high	No.	2			

D	Ditto 1200 x 2000 mm high	No.	11			
E	Ditto 900 x 2000 mm high	No.	17			
F	Ditto 750x2000mm high	No.	22			
	Carried to Collection			Kshs.		

Windows

ITEM	DESCRIPTION	UNIT	QTY.	RATE	KSHS.	CTS.
	WINDOWS (CONT'D) Precast Concrete weathered and throated windows cills					
A	Window cill over all size 275 x 100 mm high with 3 No labour.	m	68			
B	Prepare and apply three coats gloss paint	m2	149	Kshs.		
	<u>Carried to Collection</u>					
	<u>COLLECTION</u>					
	Page No. 2/15					
	Page No. 2/16					
	<u>TOTAL FOR WINDOWS CARRIED TO SUMMARY</u>			KSHS.		

Windows

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
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	<u>PROPOSED GOVERNOR'S RESIDENCE</u> <u>BILLS OF QUANTITIES</u> <u>SECTION NO. 2</u> <u>ELEMENT NO. 8</u> <u>DOORS</u> <u>Panel Doors</u> <u>45mm Thick Panelled Mahogany solid core door with hardwood lipping; panels to Architec's details</u>					
A	Size 900 x 2400 mm high door	No.	22			
B	Size 1800x2400mm high <u>Steel Door</u> <u>Supply and fix the following steel casement door fabricated from 50mm x 25mm x 3mm thick Rectangular Hollow Section (R.H.S) mild steel</u> <u>framing infilled with 14 gauge mild steel sheet factory primed in red oxide or zinc chromate primer including 6mm thick clear glass infill complete with all necessary purpose made ironmongery, and locks to Architect's details and approval</u>	No.	10			
C	Size 1800 x 2100 mm high door <u>Frames</u> <u>Hardwood frame</u>	No.	3			
D	150X50mm Thick frames with t150 x 30 mm Thick frames with two labours Carried to Collection wo	m	210	Kshs.		

Doors

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
	<u>DOORS (CONT'D)</u>					

A	80 x 20 mm Architraves with two labours <u>Ironmongery</u> Supply and fix the following ironmongery as applicable <u>or equal and approved ironmongery with matching</u>	m	210			
B	100 mm Mild Steel Butt Hinges	Prs	66			
C	Three lever mortice lock including 2 No. Lever Handles <u>Painting and decorating</u> <u>Prepare and apply three coats matt emulsion paint to</u>	Set	22			
D	Timber surfaces	m2	182			
E	Surfaces 100 - 200 mm girth <u>Touch up primer,prepare and apply three coats of gloss oil paint to</u>	m	210			
F	Metal surfaces <u>Carried to Collection</u> <u>COLLECTION</u> Page No. 2/17 Page No. 2/18 <u>TOTAL FOR DOORS CARRIED TO SUMMARY</u>	m2	26	Kshs. KSHS.		

Doors

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
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	<u>PROPOSED GOVERNOR'S RESIDENCE</u> <u>BILLS OF QUANTITIES</u> <u>SECTION NO. 2</u> <u>ELEMENT NO. 9</u> <u>EXTERNAL FINISHES</u> <u>Floor Finishes</u> <u>Cement Sand (1:4) screed as described</u>					
A	40 mm Thick finished to Mazeras floor tiles <u>Mazeras</u> <u>Mazeras stone flooring including delivery, grouting,</u> <u>fitbond waterproof adhesive, spacers and all other</u> <u>materials and laying to completion as selected by the</u> <u>Architect</u>	m2	172			
B	300x200x20mm tiling with linseed oil waterproofing; works polished to approval	m2	172			
C	Supply and fix 20 x 100mm high ditto skirting <u>Cement and sand (1:4) render</u>	m	130			
D	12mm Thick to exposed beams and columns <u>Prepare and apply one coat "Ruf N Tuff" white</u> <u>(11.5mm) and two coats (Crown Exterior Quality</u> <u>Paint)</u> <u>Permaplast</u>	m2	772			
E	Plastered surfaces externally Carried to Collection	m2	772	Kshs.		
External Finishes						
ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
	<u>DOORS (CONT'D)</u>					

	<u>Ceiling Finishes</u> <u>25mm Thick T & G Ceiling</u>					
A	25 mm Thick rot & G Cypress boarding prime grade <u>Prepare and apply two clear varnish paint to:-</u>	m2	120			
B	To T&G Ceiling Soffits To T&G Ceiling soffits <u>Carried to Collection</u> <u>COLLECTION</u> Page No. 2/19 Page No 2/20 <u>TOTAL FOR EXTERNAL FINISHES CARRIED</u> <u>TO SUMMARY</u>	m2	120	KSHS		

External Finishes

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
	<u>PROPOSED GOVERNOR'S RESIDENCE</u> <u>BILLS OF QUANTITIES</u> <u>SECTION NO. 2</u> <u>ELEMENT NO.10</u> <u>INTERNAL FINISHES</u> <u>Floor Finishes</u> <u>Cement Sand (1:4) screed as described</u>					

A	20 mm Thick finished to receive tiles Granito Floor tiles <u>Supply and fix only 600x600x10mm Granito tiles to floor on prepared screed (m.s) with proprietary adhesive; jointed and pointed in matching coloured proprietary grouting: including pvc spacers and expansion joint as necessary: all to Architect's approval.</u>	m2	1,460			
B	600 x 600X10 mm Granito tiles in patterns as directed	m2	1,460			
C	100 mm Skirting tile cut out of tiles above <u>Cement, sand, lime (1:2:9) in :-</u>	m	1,665			
D	12 mm Thick plaster to masonry or concrete surfaces <u>Cement Sand (1:4) render to walls</u>	m2	2,154			
E	10mm Thick backing to receive tiles Carried to collection	m2	327	KSHS		

Internal Finishes

ITEM	DESCRIPTION	UNIT	QTY	RATE	KSHS.	CTS.
	<u>INTERNAL FINISHES (CONT'D)</u> <u>Supply and fix with and including Sika Ceramic 100g grey adhesive and grouting with Sika tile grout and pointing to match. Rate to include breakage and cutting waste</u>					
A	400 x 400 mm Ceramic tiles in patterns as directed <u>Painting and Decorating</u> <u>Prepare and apply two coats internal quality matt emulsion paint to:-</u>	m2	327			
B	Plastered wall surfaces	m2	2,154			
	<u>Ceiling Finishes</u> <u>Sawn Cypress</u> 75x50mm brandering at 600 centres both directions <u>Gypsum Ceiling</u>	m	3,975			

C	Suspended gypsum ceiling : taped and filled joints : on and including proprietary pressed metal brandering system : measured over light fittings : including all cutting and trimming to light fittings : columns and curved surfaces; finish to horizontal ceilings, sloping ceilings and bulkheads; with rounded, sanded edges; edge trims and shadow gaps as necessary : quality as described <u>Cement sand and lime (1:2:9) in</u>	m2	552			
D	12 mm Thick plaster to soffits <u>Prepare and apply two coats internal quality matt emulsion paint to:-</u>	m2	1,079			
E	Ceiling soffits <u>Carried to Collection</u> <u>COLLECTION</u> Page No. 2/21 Page No. 2/22 <u>TOTAL FOR INTERNAL FINISHES CARRIED TO SUMMARY</u>	m2	1,631	Kshs. KSHS.		

Internal Finishes

ITEM	DESCRIPTION	UNIT	QTY.	RATE	SHS.	CTS.
	<u>PROPOSED GOVERNOR'S RESIDENCE</u> <u>BILLS OF QUANTITIES</u> <u>SECTION NO. 2</u> <u>ELEMENT NO.11</u> <u>FITTINGS & FIXTURES</u> <u>Wardrobes</u>					
A	2000 x 450 x 2100 mm High comprising 25 mm thick blockboard in carcass,shelves;doors to be made of MDF both sides; complete with all ironmongery and painting to detail to top and bottom of the lower doors <u>High Level Kitchen Cabinets</u> The following in 20mm thick laminated MDF cabinet complete with door,shelf,sides dividers complete with all the necessary Malpha hinges,cylinders locks and handles	No.	10			
B	Size 4000x600x850mm High <u>Low Level Kitchen Cabinets</u> The following in 20mm thick laminated MDF cabinet complete with door,shelf,sides dividers complete with all the necessary Malpha hinges,cylinders locks and handles; including masonry walls and 100mm concrete plinth reinforced with BRC Mesh Ref A142	No.	6			
C	Size 4000x600x850mm High <u>TOTAL FOR FITTINGS CARRIED TO SUMMARY</u>	No.	6	KSHS.		

Fittings and Fixtures

ITEM			SHS.	CTS.
------	--	--	------	------

	<u>PROPOSED GOVERNOR'S RESIDENCE</u> <u>BILLS OF QUANTITIES</u> <u>SECTION NO. 2</u> <u>SUMMARY</u>	<u>PAGE NO.</u>		
1.	SUBSTRUCTURES	2/5		
2.	RC SUPERSTRUCTURE	2/6		
3.	STAIRCASE	2/9		
4.	ROOF	2/13		
5.	EXTERNAL WALLS	2/15		
6.	INTERNAL WALLS	2/16		
7.	WINDOWS	2/18		
8.	DOORS	2/20		
9.	EXTERNAL FINISHES	2/22		
10.	INTERNAL FINISHES	2/24		
11.	FITTINGS & FIXTURES	2/25		
	<u>TOTAL FOR BUILDER'S WORK CARRIED</u>			
	<u>TO MAIN SUMMARY</u>	KSHS.		

Summary

ITEM	DESCRIPTION	UNIT	QTY.	KSHS.	CTS.
	<u>PROPOSED GOVERNOR'S RESIDENCE</u> <u>BILLS OF QUANTITIES</u> <u>SECTION NO. 3</u> <u>PRIME COST AND PROVISIONAL SUMS</u> <u>PRIME COST SUMS</u>				
A	Allow a Prime Cost Sum of Kenya Shillings One Million, Five Hundred Thousand for Electrical Installations and KP&L Connection		Sum	1,500,000	00

B	Allow a Prime Cost Sum of Kenya Shillings One Million Five Hundred Thousand for Plumbing, Drainage and Sanitary Ware		Sum	1,500,000	00
C	Allow a Prime Cost Sum of Kenya Shillings Five Hundred Thousand for CCTV Cameras and Alarm Systems Installtion		Sum	500,000	00
D	Allow a Prime Cost Sum of Kenya Shillings One Million for Air Conditioning		Sum	1,000,000	
E	Allow a Provisional Sum of Kenya Shillings Two Million for Contingencies		Sum	2,000,000	
F	Allow the Provisional Sum of Kenya Shillings One Million Five Hundred Thousand for External Works and landscaping		Sum	1,500,000	
G	Allow the Prime Cost Sum of Kenya Shillings One Million Five Hundred Thousand for Elevated Water Tank system		Sum	1,500,000	
H	Allow a Provisional Sum of Kenya Shillings Four Hundred Thousand for Project Management		Sum KSHS.	400,000	
	<u>TOTAL FOR PRIME COST AND PROVISIONAL SUMS CARRIED TO SUMMARY</u>			9,900,000	00

PC and Provisionals Sums

3/1

ITEM	DESCRIPTION		SHS.	CTS.
	<u>PROPOSED GOVERNOR'S RESIDENCE</u> <u>MAIN SUMMARY</u>	<u>PAGE NO.</u>		
1.	PRELIMINARIES	1/26		
2	DEMOLITIONS			
3	BUILDER'S WORKS	2/25		
4	PROVISIONAL SUMS <u>TOTAL CARRIED TO FORM OF TENDER</u> INCLUSIVE 14% VAT	3/1 KSHS.		

EMPLOYER: CONTRACTOR

NAME: NAME: ADDRESS:

.....ADDRESS:

.....

SIGNATURE:

SIGNATURE:

DATE:

DATE:

Retention Money **will be 10% of the INTERIM CERTIFICATE with a limit of 10% of the Contract Price or such other sum as shall become payable.**
SECTION VIII –

SECTION :VI STANDARD FORMS

FORM OF INVITATION FOR TENDER

_____ *[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 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,

Authorized 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 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 Project Manager'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 _____ 2020

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 _____

APPENDIX TO FORM OF TENDER

(This Appendix forms part of the Tender)

CONDITIONS OF CONTRACT	CLAUSE	AMOUNT
Bid Security (Bank Guarantee or Insurance)		187,000.00
Amount of Performance Security (Unconditional Bank Guarantee)	10.1	10%
Submission of Performance Security		Submitted by the 14th day from the date of award letter
Work Programme to be submitted	14.1	Not later than 7 (seven) days after contract signing & Issuance of Order to Commence
Cash flow estimate to be submitted	14.3	Not later than 14 (fourteen) days after issuance of Order to Commence
Minimum amount of Contractors All Risk Insurance Cover	23.2	0.3% of the Contract Price
Submission of Contractors All Risk Insurance Cover		Submitted by the 14th day from the date of award letter
Period for commencement, from Engineer's order to commence	41.1	14 days
Time for completion	43.1	12 Weeks
Advance Payment	60.12	N/A
Amount of liquidated damages	47.1	0.1 % of the contract price per day.
Limit of liquidated damages	47.1	5% of Contract Value
Defects Liability period	49.1	6 months
Percentage of Retention	60.3	10% of Interim Payment Certificate
Limit of Retention Money	60.3	10% of Contract Price
Minimum amount of interim certificates	60.2	Kshs. 500,000 for projects above this amount
Appointer of Arbitrator	67(3)	The Chartered Institute of Arbitrators – Kenya Branch.
Notice to Employer and Engineer	68.2	The Employer's address is: The Chief Officer Department of GOVERNANCE AND ADMINISTRATION County Government of Kisumu P.O. Box 2378-40100 KISUMU

		The Project Manager's address is: Director Public Works County Government of Kisumu P.O. Box 2378-40100 KISUMU
--	--	--

Signature of Tenderer..... Date.....

OTHER SUPPLEMENTARY INFORMATION

1. Financial reports for the last three years, balance sheets, profit and loss statements, auditors' reports etc. List them below and attach copies.

.....

2. Evidence of access to financial resources to meet the qualification requirements. Cash in hand, lines of credit etc. List below and attach copies of supporting documents (bank to fill attached form).

.....

3. Name, address, telephone, telex, fax numbers of the Tenderer's Bankers who may provide reference if contacted by the Employer.

.....

- Submit copies of audited profit and loss statements and balance sheet for the last three calendar years and estimated projection for the next two years with certified English translation where appropriate.

- Give turnover figures for each of the last three (3) financial years. Quote in millions and decimal thereof.

Type of \ Work	Year	Year	Year
	Kshs.	Kshs.	Kshs.
Building works			
Other civil engineering works			
Other (specify)			
Total			

SUMMARY OF ASSETS AND LIABILITIES OF THE AUDITED FINANCIAL STATEMENTS OF THE LAST THREE (3) FINANCIAL YEARS

	Year	Year	Year
	Kshs.	Kshs.	Kshs.
1 Total Assets			
2 Current Assets			
3 Bank credit Line Value			
4 Total Liabilities			

.			
5 Current Liabilities			
.			
6 Net worth (1-4)			
.			
7 Working capital (2+3-4)			

Name/Address of Commercial Bank providing credit line

Total amount of credit line KShs.....

Attach certified copies of financial bank statements of the last three years. Attach a certified copy of Undertaking of the Bank to providing the credit.

Information on current litigation in which the Tenderer is involved.

OTHER PARTY (IES)	CAUSE OF DISPUTE	AMOUNT INVOLVED (KSHS)

I certify that the above information is correct.

.....
Name/Title

.....
Signature

.....
Date

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

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

Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

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.

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

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

1.6 . _____

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

1.8 Proposed program (work method and schedule) for the whole of the Works. Attached a detailed proposed work plan for the execution of the Works described.

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.

DECLARATION FORM

Date

To:

The Chief Officer

Department of GOVERNANCE AND ADMINISTRATION

County Government of Kisumu,
P.O. Box 2738-40100

kisumu

The tenderer i.e. (name and _____
address)

_____ declare the following:

a) Has not been debarred from participating in public procurement.

b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.

Name/Title Signature Date

(To be signed by authorized representative and officially stamped)

a) TENDER QUESTIONNAIRE

Please fill in **BLOCK LETTERS.**

1. Full names of Tenderer [Name of the Firm]

.....
.....

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

.....
.....
.....

3. Telephone/Cellphone number (s) of Tenderer

.....
.....

4. Telex/Fax address 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 2(c) and 2(d) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this Form.

Part 1 – General

Business Name

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

Plot No..... Street/Road

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

Nature of Business.....

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

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

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

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

*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

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

1.....			
--------	--	--	--

2.....			
--------	--	--	--

3.....			
--------	--	--	--

Part 2(c) – Registered Company:

Private or public.....

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 of20.....

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.

_____ <i>[date]</i>	_____ <i>[signature of the Bank]</i>
_____ <i>[witness]</i>	_____ <i>[seal]</i>

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 _____

DETAILS OF CONTRACTOR'S EXPERIENCE

*In the table below, give a brief summary of the Company's major Road Works carried out and **completed** in the **last FIVE years**. The works listed should be similar to the Works described in this tender.*

DESCRIPTION OF WORKS, CLIENT AND CONTACT PERSON	TOTAL VALUE OF WORKS (KSH.)	CONTRACT PERIOD (YEARS)	YEAR COMPLETED

Note: *Attach relevant documentary evidence.*

I certify that the above Road Works were successfully carried out and completed by ourselves.

.....
(Title)

.....
(Signature)

.....
(Date)

DETAILS OF ONGOING PROJECTS

In the table below, give a brief summary of the Company's major Road Works that are currently ongoing. The works listed should be similar to the Works described in this tender.

DESCRIPTION OF WORKS, CLIENT AND CONTACT PERSON	CONTR- ACT PERIOD	DATE OF COMMEN- CEMENT	INTENDED DATE OF COMPLE- TION	TOTAL VALUE OF WORKS	% COMPLE- TED TO DATE

Note: *Attach relevant documentary evidence.*

I certify that the above Road Works are being carried out by ourselves and that the above information concerning them is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

SCHEDULE OF KEY PERSONNEL

*In the table below, give the details of the Tenderer's Key **Technical Personnel** who will be responsible for the major activities of the works described in this tender, both at the Headquarters and at the Site.*

DESIGNATION	NAME	NATIONALITY	SUMMARY OF QUALIFICATIONS AND EXPERIENCE

Note: *Attach the CVs of the Key Personnel.*

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

DETAILS OF SUB-CONTRACTORS

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

Failure to comply with this requirement may invalidate the tender.

FULL NAME AND ADDRESS OF THE SUB- CONTRACTOR	PORTION OF WORKS TO BE SUB- CONTRACTED AND CONTRACT VALUE	SUB-CONTRACTOR'S EXPERIENCE IN SIMILAR WORKS

Note: *Attach relevant evidence.*

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

SCHEDULE OF PLANT AND EQUIPMENT

PARTICULARS OF EACH UNIT	TYPE/RATING	SERIAL NO. & REG. NO.	YEAR OF MANUFACTURE	WHERE MADE	VALUE	OWNERSHIP		
						OWNED (Give SR. No. and Reg. No)	TO HIRE (Give name and address of Owner)	HIRE PURCHASE (Give details as stated in the Footnote)

Note *Details of each machine/equipment in more than one of the same make or type must be given separately. Items to be imported pursuant to the conditions of contract to be indicated together with seller's name, address and CIF value. Details of proposed hire or hire purchase to be submitted giving names and addresses of hiring/selling party and serial number/engines number.

**Before the award of Contract, the Project Manager may carry out physical verification of the availability of the plant and equipment listed on the schedule

SCHEDULE OF PARTICULARS

1. PARTICULARS OF FIRM

<i>Name of Company:</i>	
<i>Postal Address:</i>	
<i>Physical Address:</i>	
<i>Tel. Nos.</i> <i>Fax No.</i> <i>E-mail:</i>
<i>Full names of Directors and their citizenship:</i>	
<i>Registered Office, address and Telephone/ Cellphone No.</i>	
<i>Workshop, Yard, Stores address:</i>	
<i>Type of services the Company provides:</i>	
<i>Registration with Government Departments:</i>	
<i>Name and address of Company's bankers:</i>	
<i>Statements by Company's bankers on financial status (attach copy):</i>	

Date:

.....

Signed:

PARTICULARS OF INSURANCE

<i>Sn</i>	<i>Type of Insurance</i>	<i>Name of Company</i>	<i>Registered Address</i>
<i>1</i>	<i>Insurance of Works</i>		
<i>2</i>	<i>Plant and Machinery</i>		
<i>3</i>	<i>Public Liability</i>		
<i>4</i>	<i>Workmen's Compensation</i>		
<i>5</i>	<i>Employer's Liability</i>		
<i>6</i>	<i>Personal Accident</i>		

NOTE: Certified photocopies of the relevant insurance policies should accompany these particulars.

Date:

Signed:

CERTIFICATE OF BIDDER'S VISIT TO SITE

This is to certify that

[Name/ s].....

.....

Being the authorized representative/Agent of [Name of bidder]

.....

.....

participated in the organised inspection visit of the site of the works for the

--

held on.....day of.....20.....

Signed.....
(Employer's Representative)

.....
(Designation

.....
.....
(Name of Employer's
Representative)

NOTE: This part is to be completed at
the
time of the organized site visit.

Project Name:	
---------------	--

1. This check list is for Sub-County Engineer to check contractor's work execution process.
2. Fill in date of checking as (day/month), mark as indicated in Filling Example, and state remarks.
3. Put this check list in the Monthly Progress Report.

Item	Check Point	before	During execution						
			Date	Date	Date	Date	Date	Date	Date
			/	/	/	/	/	/	/
1	Execution system in general	1 - 1	Works Execution Programme (including its revised version if any) is submitted before the date specified	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

			in contract document									
		1 - 2	Works Execution Programme properly reflects the given specifications and site conditions									
		1 - 3	Execution procedures are in accordance with Works Execution Programme									
2	Equipment holding	2 - 1	All equipment used are properly mobilized in accordance with Works Execution Programme									
		2 - 2	All equipment used is well maintained during the execution of works									
3	Contractor's in-house staff	3 - 1	Qualified technical staff of contractor are properly assigned as specified in Works Execution Programme									
			Contractor's									

		3 - 2	in-house key staff understand work process and schedule properly		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		3 - 3	Contractor's in-house staff								

FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEENAPPLICANT AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) ofdated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
- 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

1.

2. etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board

on day of20.....

SIGNED

Board Secretary