

MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING AND URBAN DEVELOPMENT

(STATE DEPARTMENT OF PUBLIC WORKS)

PROPOSED LIBRARY AND ICT RESOURCE CENTRE (PHASE II)

AT

KIAMBU INSTITUTE OF SCIENCE AND TECHNOLOGY, KIAMBU

TENDER NO: KIST/LIB/ICT/002/2022 DATE OF SUBMISSION: 20TH DECEMBER

2021 AT 10.00AM

TENDER DOCUMENT

DIRECTOR COUNTY PUBLIC WORKS
(STATE DEPARTMENT OF PUBLIC WORKS)
P.O. BOX 189 -00900
KIAMBU

COUNTY ARCHITECT
(STATE DEPARTMENT OF PUBLIC WORKS)
P.O. BOX 189 -00900
KIAMBU

COUNTY CIVIL/STRUC. ENGINEER (STATE DEPARTMENT OF PUBLIC WORKS) P.O. BOX 189 -00900 KIAMBU COUNTY QUANTITY SURVEYOR (STATE DEPARTMENT OF PUBLIC WORKS) P.O. BOX 189 -00900 KIAMBU

COUNTY MECH/ELEC. ENGINEER (STATE DEPARTMENT OF PUBLIC WORKS) P.O. BOX 189 -00900 KIAMBU



REPUBLIC OF KENYA

STATE DEPARTMENT OF PUBLIC WORKS

BILL OF QUANTITIES

CONTRACTOR Date:	EMPLOYER Date:	
CONTRACTOR	EMPLOYER	
By the undersigned refers to these Bills of	orks entered into this	
Issued by: - County Works Officer, Directorate of Public Works, P.O. Box 189, Kiambu.		
Supplied as part of the Contract Nofor the PROPOSED LIBRARY AND ICT RESOURCE CENTRE (PHASE II) AT KIAMBU INSTITUTE OF SCIENCE AND TECHNOLOGY, KIAMBU.		

SPECIAL NOTES

- i) The Tenderer is required to check the numbers of the pages of these Bills of Quantities and should he find any missing or in duplicate or figures indistinct he must inform the County Works Officer for Directorate of Public Works, Kiambu at once and have the same rectified.
- ii) Should the Tenderer be in doubt about the precise meaning of any item or figure for any reason whatsoever, he must inform the County Works Officer for Directorate of Public Works, Kiambu in order that the correct meaning may be decided before the date for submission of tenders.
- iii) No liability will be admitted nor claim allowed in respect of errors in the Tenderer's Tender due to mistakes in the Specification which should have been rectified in the manner described above.
- iv) The Tenderer shall not alter or otherwise qualify the text of this Tender Document. Any alteration or qualification made without any authority will be ignored and the text printed will be adhered to.

REPUBLIC OF KENYA



STANDARD TENDER DOCUMENT

FOR

PROCUREMENT OF WORKS (BUILDING AND ASSOCIATED CIVIL ENGINEERING WORKS)

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

(REVISED OCTOBER 2006)

TABLE OF CONTENTS

		<u>PAGE</u>
	INTRODUCTION	. 3
SECTION I:	INVITATION TO TENDER	4
SECTION II:	INSTRUCTIONS TO TENDERERS	5-21
SECTION III:	CONDITIONS OF CONTRACT 22	2-44
SECTION IV:	APPENDIX TO CONDITIONS OF CONTRACT	45-47
SECTION V:	SPECIFICATIONS	19
SECTION VI:	DRAWINGS	49
SECTION VII:	BILLS OF QUANTITIES50	-52
SECTION VIII:	STANDARD FORMS53-	71

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 PPOA.

SECTION I

INVITATION FOR TENDERS

Tender reference No. (as per tender document)

Tender Name (as per tender document)

- 1.1 The <u>(procuring entity)</u> invites sealed tenders for the construction of <u>(Brief description of works)</u>
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents (<u>and additional copies</u>) at (<u>name, address and physical location of the procuring entity including relevant office</u>) during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fees of (<u>Amount</u>) in cash or Bankers Cheque payable to (<u>According officer</u>)
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for () days from the closing date of tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at (<u>address and location</u>) or to be addressed to (<u>procurement entity's name and address</u>) so as to be received on or before (<u>day</u>, <u>date and time</u>).
- Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at (<u>Address and Appropriate Officer</u>)

For <u>(Accounting Officer/Procuring Entity)</u>

SECTION II

INSTRUCTIONS TO TENDERERS

TABLE OF CONTENTS

CLAUSE		PAGE
1.	General	5
2.	Tender Documents	7 - 8
3.	Preparation of Tenders	9 - 10
4.	Submission of Tenders	11 - 12
5.	Tender Opening and Evaluation	13 - 14
6.	Award of Contract	15 - 16

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 changed for the tender document shall not exceed Kshs.1,000/=
- 1.14 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2. Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 2.4.
 - (a) These Instructions to Tenderers
 - (b) Form of Tender and Qualification Information
 - (c) Conditions of Contract
 - (d) Appendix to Conditions of Contract
 - (e) Specifications
 - (f) Drawings
 - (g) Bills of Quantities
 - (h) Forms of Securities
- 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 and list them in the following manner: a joint venture consisting of "......", "......", and ".......".
- 3.10 The Tender Securities of unsuccessful tenderers will be returned within 28 days of the end of the tender validity period specified in Clause 3.6.
- 3.11 The Tender Security of the successful tenderer will be discharged when the tenderer has signed the Contract Agreement and furnished the required Performance Security.
- 3.12 The Tender Security may be forfeited
 - (a) if the tenderer withdraws the tender after tender opening during the period of tender validity;
 - (b) if the tenderer does not accept the correction of the tender price, pursuant to Clause 5.7;
 - (c) in the case of a successful tenderer, if the tenderer fails within the specified time limit to
 - (i) sign the Agreement, or
 - (ii) furnish the required Performance Security.
- 3.13 Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. Alternatives will not be considered, unless specifically allowed in the invitation to tender. If so allowed, tenderers wishing to offer technical alternatives to the requirements of the tendering documents must also submit a tender that complies with the requirements of the tendering documents,

including the basic technical design as indicated in the Drawings and Specifications. In addition to submitting the basic tender, the tenderer shall provide all information necessary for a complete evaluation of the alternative, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tender conforming to the basic technical requirements shall be considered.

- 3.14 The tenderer shall prepare one original of the documents comprising the tender documents as described in Clause 3.2 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked "ORIGINAL". In addition, the tenderer shall submit copies of the tender, in the number specified in the invitation to tender, and clearly marked as "COPIES". In the event of discrepancy between them, the original shall prevail.
- 3.15 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer, pursuant to Clause 1.5 (a) or 1.6 (b), as the case may be. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 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.
- 3.18 The tender security shall be in the amount of 0.5 2 per cent of the tender price.

4. Submission of Tenders

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

10

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

- 4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender. However, the Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Sub-Clause 2.5 in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.
- 4.3 Any tender received after the deadline prescribed in clause 4.2 will be returned to the tenderer un-opened.
- 4.4 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 4.2. Each tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 3.13 and 4.1, with the outer and inner envelopes additionally marked "MODIFICATION" and "WITHDRAWAL", as appropriate. No tender may be modified after the deadline for submission of tenders.
- 4.5 Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended pursuant to Clause 3.6 may result in the forfeiture of the Tender Security pursuant to Clause 3.11.
- 4.6 Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with Clause 4.4 or be included in the original tender submission.

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened by the Employer, including modifications made pursuant to Clause 4.4, in the presence of the tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender. Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenderers' and Employer's representatives who are present during the opening shall sign a register evidencing their attendance.
- 5.2 The tenderers' names, the tender prices, the total amount of each tender and of any alternative tender (if alternatives have been requested or permitted), any discounts, tender modifications and withdrawals, the presence or absence of Tender Security, and such other details as may be considered appropriate, will be announced by the Employer at the opening. Minutes of the tender opening, including the information disclosed to those present will be prepared by the Employer.

- 5.3 Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of Contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the 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 an 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.

APPENDIX TO INSTRUCTIONS TO TENDERERS

TENDER EVALUATION CRITERIA

1. MANDATORY

The following criteria included in the advert, and/or bid documents, ARE MANDATORY and any bidder who fails in them SHALL be disqualified from further evaluation.

A bidder **MUST**

a) Mandatory Technical Criteria

- 1. Attach a bid bond (2% of the tender sum) from a bank/approved financial institution
- 2. Have a dully filled, signed and stamped Form of Tender
- 3. Have a dully filled, signed and stamped Confidential Business Questionnaire
- 4. Attach a copy of certificate of Business Registration/Incorporation
- 5. Attach a current copy (minimum past 1yr) of CR12 certificate or equivalent
- 6. Attach a copy of valid Tax Compliance Certificate
- 7. Attach a copy of a valid Business Permit
- 8. Attach a copy of a valid Registration certificate with NCA (NCA 5 for Main works, NCA 7 for Electrical and NCA 8 Mechanical works)
- 9. Attach valid annual practicing licenses for the above NCA certificates
- 10. Certified audited accounts and bank statements for the last three years
- 11. ALL pages should be serialized/paginated
- 12. Attach a copy of Official Receipt for purchase of Tender Documents

These Works Are to Be Tendered for Both the Main Contract and The Specialized Works (Mechanical and Electrical) as One Bid and All Sub-Contractors to Be Registered in The Category as Indicated and the same specialist contractors to be involved during the contract implementation.

Further, bids from the following shall be automatically non-responsive and disqualified:

- (a) A bid from a tenderer whose on-going work(s) are behind schedule without approved time extension;
- (b) A bid from a tenderer whose on-going work(s) have been served a default notice;
- (c) A bid from a tenderer with on-going work(s) exceeding four in number regardless of the total value of outstanding works;

2. EVALUATABLE

The following criteria included in the advert, and/or bid documents, ARE EVALUATABLE and SHALL be analyzed based on the following weighted score.

a)	Evaluatable Technical Criteria	Marks
1.	Key personnel	15
2.	Proof of sound financial standing	15
3.	Proof of works of similar magnitude and nature	15
4.	Adequate plant and equipment	10
5.	Litigation history of the company	5
	TOTAL	60

	TECHNICAL CRITERIA	MAX. SCORE
1	Key personnel	
	 a) Director of firm 1) Director of firm who's a holder of degree/diploma in a relevant construction profession. with over 2-years' experience. (6mks) 2) Director of firm who's a holder of degree/diploma in other profession. (3mks) b) At least 1 No Degree/Diploma of key personnel in relevant construction profession 1) With over 3 years' relevant experience (6mks) 2) With over 2 years' relevant experience (3mks) 3) With under 2 years' relevant experience (2mks) c) At least 1No. artisan with certificate in relevant construction profession 2-year experience. 1) With over 3 years' relevant experience (3mks) 	15
	2) With over 2 years' relevant experience (2mks)	
	3) With under 2 years' relevant experience (1mks)	
	(attach appointment letters, CVS and certified copies of academic certificates)	
2	Proof of sound financial standing and adequacy of working capital a) Has financial resources equal or above the cost of the project (15mks) b) Has financial resources below the cost of the project, but over 50% of the cost of the project (12mks)	15
	c) Has financial resources below 50% of the cost of the project (10mks)	
	(Provide copies of bank statements and certified audited accounts, letter of credit from your banker/approved financial institution.)	
3	 Proof of works of similar magnitude and nature completed in the last ten years (5 Marks per document) a) Project of similar nature, complexity and magnitude (3mks) b) Project of similar nature but of lower value (below 50% of the tender sum) of the one in consideration (2mks) 	15
	(Indicate a schedule of project particulars (name, contract sum, contract period, contact person(s)), and attach copies of LPOs/award letters and completion certificates)	
4	List of equipment and transport intended for use. a) Means of transport vehicles (lorries, trucks, pickups) (5mks) b) Equipment required in the construction work (construction finishes equipment, hoisting machine, mixers, other tools etc) 5 marks	10
	(attach certified proof of ownership/logbooks/ lease agreements)	
5	Litigation History a) Has no construction-related litigation or arbitration case in the last five years (minimum) (10mks) b) Has not more than 3 construction- related litigation or arbitration cases in the last five years (5mks)	10
	(attach a sworn affidavit from commissioner for oaths)	
	Total score	70

Pass mark to financial evaluation will be 52.5marks (75%)

FINANCIAL EVALUATION

- 1. The financial evaluation will commence with financial ranking of the bids from the lowest to the highest.
- 2. In case of discrepancy between the unit price and the total price, the unit price shall prevail.
- 3. Errors will be calculated and the effect of the error on the overall bid shall be reported.
- 4. Comparison of bids with the estimate will be done and reported. Bids with inconsistent rating (Front, mid, back loading) will be noted and may be disqualified.
- 5. Comparison of bid rates with the estimate/ market rates will be done and discrepancies reported.
- 6. The bidder who meets all the above conditions, achieves the Highest Combined Technical and Financial Score will be recommended for further consideration.

RECOMMENDATION FOR AWARD

The lowest responsive bid meeting all the above conditions and that passed the technical and financial evaluation stages will be recommended for award as per the Public Procurement and Asset Disposal Act 2015

SECTION III CONDITIONS OF CONTRACT

Table of Contents

1	Definitions	24
2	Interpretation	26-27
3	Language and Law	28
4	Project Manager's Decisions	28
5	Delegation	28
6	Communications	28
7	Sub-Contracting	28
8	Other Contractors	28
9	Personnel	28-30
10	Works	30
11	Safety and temporary works	30
12	Discoveries	30
13	Work Programme	30-31
14	Possession of site	31
15	Access to site	31
16	Instructions	31
17	Extension or Acceleration of completion date	31
18	Management Meetings	32
19	Early Warning	32
20	Defects	32-33
21	Bills of Quantities	33
22	Variations	33-34
23	Payment certificates, currency of payments and	
	Advance Payments	34-36
24	Compensation events	36
25	Price Adjustment	36 - 37
26	Retention	37
27	Liquidated Damages	37-38
28	Securities	38
29	Day Works	38

30	Liability and Insurance	38-39
31	Completion and taking over	39
32	Final Account	40
33	Termination	40-41
34	Payment upon termination	41-42
35	Release from performance	42
36	Corrupt gifts and payments of commission	42
37	Settlement of Disputes	42-44

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

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.
- 2.2 If sectional completion is specified in the Appendix to Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date apply to any section of the Works (other than references to the Intended Completion Date for the whole of the Works).
- 2.3 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;
 - (1) Agreement,
 - (2) Letter of Acceptance,
 - (3) Contractor's Tender,
 - (4) Appendix to Conditions of Contract,
 - (5) Conditions of Contract,
 - (6) Specifications,
 - (7) Drawings,
 - (8) Bill of Quantities,
 - (9) Any other documents listed in the Appendix to Conditions of Contract as forming part of the Contract.

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

to explain or amplify the Contract drawings or to enable the Contractor to carry out and complete the Works in accordance with these Conditions.

3. Language and Law

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

4 Project Manager's Decisions

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

5 Delegation

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

6 Communications

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

7 Subcontracting

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

8 Other Contractors

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

9 Personnel

9.1 The Contractor shall employ the key personnel named in the Qualification Information, to carry out the functions stated in the said Information or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are

substantially equal to or better than those of the personnel listed in the Qualification Information. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Work in the Contract.

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 authorized 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 Ouantities.

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.

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 an changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.
- 23.7 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 =
$$\underline{A(x^1 - x^{11})}$$

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.
 - Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
 - 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: KIAMBU INSTITUTE OF SCIENCE AND TECHNOLOGY

Address: **P.O. BOX 414-00900, KIAMBU**

Name of Authorized Representative:

THE PRINCIPAL/SECRETARY, BOG

KIAMBU INSTITUTE OF SCIENCE AND TECHNOLOGY

P.O. BOX 414-00900, KIAMBU

020 3522550, 0734 207663, 0727 807713

THE PROJECT MANAGER IS

Name: DIRECTOR, COUNTY PUBLIC WORKS; KIAMBU COUNTY

Address: **P.O. BOX 189-00900, KIAMBU**

The name (and identification number) of the Contract is

PROPOSED LIBRARY AND ICT RESOURCE CENTRE (PHASE II) AT KIAMBU INSTITUTE OF SCIENCE AND TECHNOLOGY, KIAMBU

The Works consist of Construction Works to 1st floor

The Start Date shall be AS AGREED WITH THE PROJECT MANAGER

The Intended Completion Date for the whole of the Works shall be32..... WEEKS FROM DATE OF COMMENCEMENT

The following documents also form part of the Contract:

AS LISTED IN CLAUSE 2.3 OF CONDITIONS OF CONTRACT

The Site Possession Date shall be

AS AGREED WITH THE PROJECT MANAGER

The Commencement Date shall be

AS AGREED WITH THE PROJECT MANAGER (but not later than **2 WEEKS** from site possession date)

The Site is located at **KIST**, **KIAMBU COUNTY**.

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. PLUMBING AND DRAINAGE WORKS
2. ELECTRICAL WORKS
3
4
The minimum insurance covers shall be as provided for in: Contractor's All Risk Insurance and Work Injury Benefits Act Insurance (WIRA):

1. The minimum cover for insurance of the Works and of Plant and Materials in respect of

the Contractor's faulty design is Kshs. 500,000.00

- 2. The minimum cover for loss or damage to Equipment is Kshs. 500,000.00
- 3. The minimum for insurance of other property is Kshs. 500,000.00
- The minimum cover for personal injury or death insurance
 - For the Contractor's employees is Kshs. 500,000.00
 - And for other people is Kshs. 1,000,000.00

The following events shall also be Compensation Events:

NONE, ONLY AS LISTED IN CLAUSE 24 OF THE CONDITIONS OF CONTRACT
1
2.
The period between Program updates is 14 days.
The amount to be withheld for late submission of an updated Program is FULL CERTIFICATE
The proportion of payments retained is 10 percent.
The Price Adjustment Clause SHALL NOT (shall/shall not) apply
The liquidated damages for the whole of the Works is Kshs. 50,000.00 (per week)
The Completion Period for the Works is [Weeks]
The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price Five percent (5%)

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

The rate of exchange for calculation of foreign currency payments is N/A

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

Advance Payment **SHALL NOT** (shall/ shall not) be granted.

Prices for **V.A.T should be** included in the unit prices of billed items but should not be given as a percentage at the **GRAND SUMMARY PAGE.**

The Bidder should submit **ONLY ONE (1 NO.) COPY OF THE ORIGINAL** of the Tender Document and not **Two (2No.)** as indicated in Clause 4.1 of the Instruction To Tenderers.

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.
- 6.0 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.

7.0 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.

The Specifications for this contract shall be MINISTRY OF PUBLIC WORKS GENERAL SPECIFICATION

MINISTRY OF PUBLIC WORKS GENERAL SPECIFICATION FOR BUILDING WORKS 1976 EDITION (together with any amendments issued thereto

SECTION VI - DRAWINGS

- Note 1. A list of drawings should be inserted here
 - 2. The actual drawings including Site plans should be annexed in a separate booklet.

The Drawings for this contract shall be
AS ISSUED/APPROVED BY THE PROJECT MANAGER

SECTION VII - 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.

Unit	Abbreviation	Unit	Abbreviation
cubic meter hectare hour kilogram lump sum meter metric ton	m³ or cu m ha h kg sum m t	millimeter month number square meter square millimeter week	mm mon nr m² or sq m mm² or sq mm wk
(1,000 kg)			

(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 specialised 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 specialised 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 applicable.

The Bills of Quantities/Schedule of rates for this contract shall be AS ISSUED/APPROVED BY THE PROJECT MANAGER (attached to these tender documents)

SECTION VIII - STANDARD FORMS

ent
•

FORM OF INVITATION FOR TENDERS

[date]	
To:	
Dear Sirs:	
Reference:	[Contract Name]
You have been prequalified to tender f	for the above project.
We hereby invite you and other prequexecution and completion of the above	ualified tenderers to submit a tender for the e Contract.
A complete set of tender documents m	nay be purchased by you from
[mailing address, co	able/telex/facsimile numbers].
Upon payment of a non-refundable fee	e of Kshs
All tenders must be accompanied by _ and a security in the form and amount must be delivered to	number of copies of the same nt specified in the tendering documents, and
[address and location	on]
at or beforeimmediately thereafter, in the presence attend.	(time and date). Tenders will be opened the of tenderers' representatives who choose to
Please confirm receipt of this letter im telex.	mediately in writing by cable/facsimile or
Yours faithfully,	
	Authorised Signature
	Name and Title

FORM OF TENDER

	[Date]
Го:	[name of Employer]
	[address]
PROPOSED LIBRARY AND IC	T RESOURCE CENTRE (PHASE II) AT KIAMBU INSTITUTE OF
SCIENCE AND TECHNOLOGY	, KIAMBU. [Name of Contract]
Dear Sir,	
Bills of Quantities for undersigned offer to remedy any Kshs.	e Conditions of Contract, Specifications, Drawings and rethe execution of the above named Works, we, the construct, install and complete such Works and defects therein for the sum of[Amount in figures]Kenya
	[Amount in words]
soon as is reasonably notice to commence, a	nder is accepted, to commence the Works as possible after the receipt of the Project Manager's nd to complete the whole of the Works comprised in the time stated in the Appendix to Conditions of
	is tender until[Insert date], and it on us and may be accepted at any time before that
	al Agreement is prepared and executed this tender ten acceptance thereof, shall constitute a binding
We understand that you may receive.	are not bound to accept the lowest or any tender you
Dated this	day of20
Signature	in the capacity of
· ·	n tenders for and on behalf of [Name of Tenderer]
of	[Address of Tenderer]
Witness; Name	
Address	

LETTER OF ACCEPTANCE

[Letterhead paper of the Employer]

		[date]	
To:	e Contractor]		
[Address of	f the Contractor]		
Dear Sir,			
for the execution [name of the Contra figures][Kenya S	n ofn ntract and identification na act Price of Kshs.	umber, as given in the Ten (amount in	 der documents] [amount in
•	instructed to proceed we the Contract documents.	with the execution of the	said Works in
Authorized Signa	ature		
Name and Title o	of Signatory		
Attachment: Agre	eement		

FORM OF AGREEMENT

THIS	AGRE	EEMENT, made the day of _			
betwe	een		_of[or whose registered		
		uated at]			
(here	inafte	r called "the Employer") of the one part AND	_of[or whose registered		
office	is sit	uated at]			
(here	inafte	r called "the Contractor") of the other part.			
WHE	REAS	THE Employer is desirous that the Contracto	or executes		
<i>(name</i> locate	e and ed at_	identification number of Contract) (hereinafter [Place/location of as accepted the tender submitted by the Cor	r called "the Works") of the Works]and the		
		etion of such Works and the remedying of any			
		rice of Kshs[Amou			
SIIIII	ngs	[4	Amount in words].		
NOW	THIS	AGREEMENT WITNESSETH as follows:			
1.	are r	n this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.			
2. The following documents shall be deemed to form and construed as part of this Agreement i.e.		•	and shall be read and		
	(i)	Letter of Acceptance			
	(ii)	Form of Tender			
	(iii)	Conditions of Contract Part I			
	(iv)	Conditions of Contract Part II and Appendix	to Conditions of Contract		
	(v)	Specifications			
	(vi)	Drawings			
	(vii)	Priced Bills of Quantities			
3.	the cover reme	nsideration of the payments to be made by the Contractor as hereinafter mentioned, the Contracts with the Employer to execute and complety any defects therein in conformity in all researched.	ntractor hereby olete the Works and		

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

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

The common Seal of			
Was hereunto affixed in the presence of			
Signed Sealed, and Delivered by the said	_		
Binding Signature of Employer			
Binding Signature of Contractor			
In the presence of (i) Name			
Address			
Signature			
[ii] Name			
Address			
Signature			

FORM OF TENDER SECURITY

subm	itted	his tender of	dated	fo		Tenderer") has onstruction of
		(Name of	Contract)	••••••		
regist Kshs. Emplo sealed	ered c oyer, t	office at(her	(hereina reinafter called or which payme ls itself, its su	fter called "the d "the Emplo ent well and tru ccessors and as	Bank"), a oyer") in ly to be m ssigns by	having our tree bound unto the sum of ade to the said these presents
THE (CONDI	TIONS of this	obligation are:			
1.		-	_	r withdraws his structions to ter		aring the period
2.	If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:			s tender by the		
	(a) (b)	the Instruction fails or refuse	ns to Tenderers	, if required; or he Performance		in accordance
We undertake to pay to the Employer up to the above amount upon a of his first written demand, without the Employer having to substantial demand, provided that in his demand the Employer will note the amount claimed by him is due to him, owing to the occurrence of both of the two conditions, specifying the occurred condition or conditions.			substantiate his note that the rence of one or			
	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 show reach the Bank not later than the said date.					
		[Date]		[Signature of th	he Bank]	
		[Witness]		[Seal]		

PERFORMANCE BANK GUARANTEE

To:	(Name of Employer) (Address of Employer)	(Date)
Dear Sir,		
	of Contract No	d "the Contractor") has dated to execute
Contractor shall furnish you	u with a Bank Guarantee to security for compliance	the said Contract that the by a recognised bank for the e with his obligations in
AND WHEREAS we have agr	reed to give the Contractor	such a Bank Guarantee:
you, on behalf of the Contra Guarantee in figures) Keny (amount of Guarantee in w written demand and withou of Kenya Shillings	actor, up to a total of Kshs. ya Shillings yords), and we undertake to the cavil or argument, any sum argument (amount ding to prove or to show gets.	to pay you, upon your first am or sums within the limits of Guarantee in words) as grounds or reasons for your
We hereby waive the nec Contractor before presenting		g the said debt from the
Contract or of the Works t documents which may be n	to be performed thereunde nade between you and the y under this Guarantee, an	dification of the terms of the er or of any of the Contract Contractor shall in any way and we hereby waive notice of
This guarantee shall be Completion.	valid until the date of i	issue of the Certificate of
SIGNATURE AND SEA	AL OF THE GUARANTOR $_$	
Name of Bank		
Address		
Data		

BANK GUARANTEE FOR ADVANCE PAYMENT

To:	[name of Employer] [address of Employer]	(Date)
Gentlemen,	<u></u>	
Ref:		[name of Contract]
In accordance with the promentioned Contract, We Address of Contractor] (her his proper and faithful per Kshs[amount Shillings	e,	[name and tractor") shall deposit with pank guarantee to guarantee Contract in an amount of in figurers] Kenya
	tionally and irrevocably as Surety merely name of Employer] on	to guarantee as primary the payment to his first demand without
whatsoever right of objection Contractor, in the amount right Guarantee in		amount of
Guarantee in words], such recovered by you from the pr		
We further agree that no ch of the Contract or of the V Contract documents which of Employer and the Contr under this guarantee, and w modification.	Works to be performed the may be made between actor, shall in any way r	hereunder or of any of the[name release us from any liability
No drawing may be made a notice in writing from you that been paid to the Contract	that an advance payment	of the amount listed above
This guarantee shall remain advance payment under the	Contract until	n the date of the of Employer) receives full
payment of the same amoun	t from the Contract.	

Signature a	nd Seal		
Name of the Bank or financial institution			
Address			
Witness:	Name:		
	Address:		
	Signature:		

Yours faithfully,

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

1.1	Certifica	Constitution or legal status of tenderer (attach copy or Incorporation Certificate); Place of registration:					ation
	Principa	Principal place of business					
	Power o	er of attorney of signatory of tender					
1.2	2 Total ar years	nnual volume of	const	ruction work perf	ormed	in the last	five
Year Volume			lume				
	Currency Value						
1.3	volume	over the last five	year	tractor on works s. Also list detail d completion date	s of wo		
Project name		Name of client and contact person		Type of work performed and year of completion	ı	ue of ntract	
			_				
-			_				
1.4	Works.	List all informat					t the
	Item of Equipment	Description, Make and age (years)	e	Condition(new, good, poor) and number available	(from or to purch	ed, leased whom?), be nased whom?)	

(etc.)

Pos	ition	Name	Years of experience (general)	Years of experience in proposed position
Pro	ject Manager			
(etc	.)	-		
6			=	nce sheets, profit and below and attach copies
7		cash in han	d, lines of credit,	meet the qualification etc. List below and
7	requirements: attach copies of	cash in han supportive	d, lines of credit, documents.	etc. List below and imile numbers of banks

2 Joint Ventures

- 2.4 The information listed in 1.1 1.10 above shall be provided for each partner of the joint venture.
- 2.5 The information required in 1.11 above shall be provided for the joint venture.
- 2.6 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
- 2.7 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:
 - a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
 - c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

	Please fill in block letters.					
1.	Full names of tenderer					
2.	Full address of tenderer to which tend (unless an agent has been appointed	•				
3.	Telephone number (s) of tenderer	Telephone number (s) of tenderer				
4.	Telex address of tenderer					
5.	Name of tenderer's representative to be during the tender period	be contacted on matters of the tender				
6.	Details of tenderer's nominated agent is essential if the tenderer does not he (name, address, telephone, telex)	(if any) to receive tender notices. This ave his registered address in Kenya				
		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:
Name in full Nationality Citizenship Details Shares 1

Part 2(c) – Registered Co	mpany:					
Private or public						
State the nominal and issued capital of the Company-						
Nominal Kshs						
Issued Kshs	Issued Kshs					
Give details of all directors	s as follows:					
Name in full. Nationality	y. Citizenship Detail	s*. Shares.				
1						
Part 2(d) – Interest in the	e Firm:					
Is there any person / per has interest in this firm?		(Name of Employer) who (Delete as necessary)				
I certify that the information given above is correct.						
(Title) (S	 Signature)	(Date)				

• Attach proof of citizenship

STATEMENT OF FOREIGN CURRENCY REQUIREMENTS

(See Clause 23] of the Conditions of Contract)

In the event of our Tender for the execution of
(name of Contract) being accepted, we would require in accordance with Clause 21 of the Conditions of Contract, which is
attached hereto, the following percentage:
(Figures)(Words)
of the Contract Sum, (Less Fluctuations) to be paid in foreign currency.
Currency in which foreign exchange element is required:
Date: The Day of 20
Enter 0% (zero percent) if no payment will be made in foreign currency.
Maximum foreign currency requirement shall be(percent) of the Contract Sum, less Fluctuations.
(Signature of Tenderer)

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)	Porti	on 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)	Porti	on 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:	
			 Date
		IOIRHAITHE OF LEHUELEH	DAIE

LETTER OF NOTIFICATION OF AWARD

	Address of Procuring Entity
	ender No
,	Tender Name
	s to notify that the contract/s stated below under the above mentioned r have been awarded to you.
1.	Please acknowledge receipt of this letter of notification signifying your acceptance.
2.	The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3.	You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.
	(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

BILL OF QUANTITIES

MEASURED WORKS

ITEM	DESCRIPTION	AMOUNT
	BILL NO. 1	
	PARTICULAR PRELIMINARIES	
A	PRICING ITEMS OF PRELIMINARIES	
	Prices SHALL BE INSERTED against items of preliminaries in the tenderer's priced Bills of Quantities and Specification. The Contractor is advised to read and understand all preliminary items.	
В	FLOOR AREAS	
	The total gross floor area is approximately 2600 Square Metres. The total gross floor area is given without warranty but for guidance only.	
С	MEASUREMENTS	
	In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.	
D	FIRM PRICE CONTRACT	
	This is a firm price contract and the Contractor must allow in his tender rates for any increase in the cost of labour and/or materials during the currency of the contract.	
E	PRICING RATES	
	The tenderer shall include for all costs in executing the whole of the works, including profits, taxes, materials, labour, tools, transport, replacing damaged items, fixing all to comply with the said Conditions of Contract.	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
А	DESCRIPTION OF THE WORKS	
	The main works entail construction and completion of the 1st floor of the ICT & RESOURCE CENTRE.	
	The works include working in a learning environment where students and staff are using the ground floor section of the building and therefore elaborate safety measures should put in place to protect the users of the existing building from health hazardous such as falling objects, dust etc.	
	This includes but not limited to construction of structural columns, beams, 2nd floor slab, installation of windows and doors and floor wall and ceiling finishes and waterproofing.	
	Masonry walls will plastered and painted. External walls will be keyed and painted in exterior paint.	
	Roofing is in structural steel members and galvanised iron sheet covering	
	External doors and windows are in steel casement. Other doors are pannelled, flush doors and aluminium	
	Floor finishes are in terrazzo paving and granito tiles	
	Ceilings are in plaster and paint, and acoustic boards	
	Balustrading and railing are in mild steel	
	Electrical works include supply and installation of all electric fittings in accordance with engineer's directions.	
	Mechanical works include supply and installation of all sanitary fittings,plumbing and drainage, in accordance with engineer's directions.	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
Α	LOCATION OF SITE	
	The site of the proposed works is situated at Kiambu Institute of Science and Technology, in Kiambu The Contractor shall be deemed to have verified for themselves following:- (a) The nature of the site (b) The amount of clearing and cutting and fillings and therefore ready with the right equipment. (c) The nature of existing communication by road or otherwise. (d) The availability of land for the erection and positioning of all temporary structures, plant and materials necessary for the execution of the works. No claim will be allowed for travelling or other expenses, which may be incurred by the contractor in visiting the site or preparing the tender for the works.	
В	<u>CLAIMS</u>	
	It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claims shall be entertained upon the expiry of the said contract period.	
С	PAYMENTS PAYMENTS	
	The tenderer's attention is drawn to the fact that the GOVERNMENT pays for work done and materials delivered to site: all in accordance with Clause 23 of the Conditions of Contract agreement. In order to facilitate this, a list of the general component elements for the works is given in at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said elements.	
D	<u>SIGNBOARD</u>	
	Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
_		ANOUNI
A	<u>LABOUR CAMPS</u>	
	The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.	
В	<u>SECURITY</u>	
	The Contractor shall allow for providing adequate security for the works, stores, materials, plant and the workers, both his own and sub-contractors in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate securityagainst theft, loss or damage and the protection of the public.	
С	URGENCY OF THE WORKS	
	The Contractor is notified that these "Works are Urgent" and should be completed within the period state in these Particular Preliminaries. The Contractor shall allow in his rates for any costs he deems that he/she may incur by having to complete the works within the stipulated contract period.	
D	PAYMENT FOR MATERIALS ON SITE	
	All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the 'PROJECT MANAGER'. This is to include materials of the Contractor, Nominated Sub-Contractors and Nominated Suppliers.	
E	EXISTING PROPERTY AND SERVICES	
	Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.	
	The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
Α	CONTRACT COMPLETION PERIOD	
	The contract completion period in accordance with condition 31 of the Conditions of Contract must be adhered to. The 'PROJECT MANAGER' shall strictly monitor the Contractor's progress in relation to the progress chart and should it be found necessary the 'PROJECT MANAGER' shall inform the Contractor in writing that his actual performance on site is not satisfactory. In all such cases the Contractor shall accelerate his rate of performance production and progress by all means such as additional labour, plant, e.t.c and working overtime all at his cost.	
В	MATERIALS FROM DEMOLITIONS	
	Any materials arising from demolitions and not re-used shall become remain the property of the client. The Contractor shall allow in his rates the cost of assembling and keeping them in the client's premises.	
С	TENDER DOCUMENTS	
	Tender documents are as listed in Clause 2.1 of the Instruction to Tenderers Page STD/8.	
D	DELIVERY OF TENDER	
	Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the advertisement.	
	Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the advertisement. Tenders delivered/received later than the above time will not be opened.	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
А		
A	VALUE ADDED TAX The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1st September,1993 which requires payment of VAT on all contracts. The Contractor should therefore include allowance in his rates and prices for VAT and any other Government taxes currently in force. The contractor to update themselves on the current operations of VAT guidelines as specified by the Kenya Revenue Authority.	
В	AMENDMENTS TO TENDERING INSTRUCTIONS	
	a) Clause 3.6 of the Instructions to Tenderers has been amended to read; Tenders shall remain valid for a period of One Hundred and Twenty(120) days from the date of Tender Opening,and not Ninety (90) days. All tenderers are advised to note this amendment when filling the Form of Tender. b) Clause 3.8 of the Instructions to Tenderers will hence be qualified and interpreted to mean; "Bid Bond/Tender Security, which must be from an established and approved institution, shall remain valid for a period of One Hundred and Fifty (150) days	
	from the date of Tender Opening",i.e, it is still Thirty (30) days beyond the Tender Validity Period.	
	CARRIED TO COLLECTION	

PROJECT MANAGER'S EXPENSES NOTES ON DISBURSEMENT OF FUNDS	
A Provide a Provisional Sum of Kenya Shillings Five Hundred Thousand (Kshs 500,000/=) only for Project Managers Stationery and Office Equipment B Allow for Contractor's profit and overheads, expenses (
500,000/=) only for Project Managers Stationery and Office Equipment Allow for Contractor's profit and overheads, expenses (%) Provide a Provisional Sum of Kenya Shillings Two Million (Kshs 2,000,000/=) only for Project Managers Allowances and Expenses Allow for Contractor's profit and overheads, expenses (%) Provide a Provisional Sum of Kenya Shillings Four Hundred Thousand (Kshs 400,000/=) only for Technical Training, Workshops and Continous Professional Development (CPDs)	
C Provide a Provisional Sum of Kenya Shillings Two Million (Kshs 2,000,000/=) only for Project Managers Allowances and Expenses D Allow for Contractor's profit and overheads, expenses (
for Project Managers Allowances and Expenses D Allow for Contractor's profit and overheads, expenses (%) E Provide a Provisional Sum of Kenya Shillings Four Hundred Thousand (Kshs 400,000/=) only for Technical Training, Workshops and Continous Professional Development (CPDs)	
E Provide a Provisional Sum of Kenya Shillings Four Hundred Thousand (Kshs 400,000/=) only for Technical Training, Workshops and Continous Professional Development (CPDs)	
400,000/=) only for Technical Training, Workshops and Continous Professional Development (CPDs)	
CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
А	PARTICULAR INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT	
	The following are the insertions to be made in the appendix to the Contract Agreement:-	
	1. Period of Final measurements - Three (3) Months from Practical Completion	
	2. Defects Liability Period - Six (6) Months from Practical Completion	
	3. Date for Possession - To be agreed with Project Manager	
	4. Date for Completion32 Calendar Weeks from date of possession	
	5. Liquidated and Ascertained Damages - At the rate of Kshs 50,000.00 per calendar week or part thereof	
	6. Prime Cost for which the contractor desires to tender	
	7. Period of issuing Interim Certificates - Monthly	
	8. Period of Honouring Certificates - Thirty (30) Days	
	9. Percentage of Certificate value retained - 10%	
	10. Limit of Retention Fund - 10% of Contract Sum	
	11.Bonds - The Bonds required shall be from APPROVED INSTITUTIONS ONLY	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
	PARTICULAR PRELIMINARIES	
	COLLECTION	
	Brought Forward from Page No. PP/1	
	Brought Forward from Page No. PP/2	
	Brought Forward from Page No. PP/3	
	Brought Forward from Page No. PP/4	
	Brought Forward from Page No. PP/5	
	Brought Forward from Page No. PP/6	
	Brought Forward from Page No. PP/7	
	Brought Forward from Page No. PP/8	
	CARRIED FORWARD TO GRAND SUMMARY	

ITEM	DESCRIPTION	AMOUNT
	SECTION NO. 1 PRELIMINARIES BILL NO. 1 GENERAL PRELIMINARIES	
A	PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification. The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.	
В	ABBREVIATIONS Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows:- m3/C.M. Shall mean cubic metre m2/S.M. Shall mean square metre m/L.M. Shall mean linear metre m/L.M. Shall mean Kilogramme No. Shall mean Number Prs. Shall mean Pairs B.S. Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I England. Ditto Shall mean the whole of the preceding description except as qualified in the description in which it occurs. m.s. Shall mean measured separately. a.b.d Shall mean as before described. P.M. Shall mean Project Manager	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
А	The Employer is: PRINCIPAL KIAMBU INSTITUTE OF SCIENCE AND TECHNOLOGY of P.O. BOX 414-00900 KIAMBU.	
В	PROJECT MANAGER The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the "Project Manager" as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the Government. This shall be the: County Works Office, P.O. Box 189, Kiambu.	
С	ARCHITECT The term "Architect" shall be deemed to mean "The P.M." as defined above	
D	QUANTITY SURVEYOR The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above	
E	ELECTRICAL ENGINEER The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above	
F	MECHANICAL ENGINEER The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above	
G	STRUCTURAL ENGINEER The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
А	FORM OF CONTRACT The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works(2006 Edition) included herein. The Conditions of Contract are also included herein	
В	BOND The Contractor shall find and submit on the Form of Tender an approved insurance company or bank who will be willing to be bound the Government in an amount equal to Five per cent (5 %) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the PROJECT MANAGER and who will, when and if called upon, sign a Bond to that effect on the relevant standard form included herein. (without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.	
С	PLANT, TOOLS AND VEHICLES Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.	
D	TRANSPORT. Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.	
E	MATERIALS AND WORKMANSHIP All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
А	SIGN FOR MATERIALS SUPPLIED The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER	
В	STORAGE OF MATERIALS The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.	
С	SAMPLES The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Roads, Housing and Public Works. The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
11 - 141	2200 11014	7.117100111
А	Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. The Contractor must make himself fully acquainted with current Acts and	
	Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.	
В	SECURITY OF WORKS ETC The Contractor shall be entirely responsible for the security of all the works stores materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.	
С	PUBLIC AND PRIVATE ROADS. Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER	
D	EXISTING PROPERTY. The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
А	VISIT SITE AND EXAMINE DRAWINGS The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.	
В	ACCESS TO SITE AND TEMPORARY ROADS. Means of access to the Site shall be agreed with the PROJECT MANAGER prior commencement of the work and Contractor must allow for building any necessary temporary access roads (approximately 70 metres long) for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all	
С	works and surfaces disturbed to the satisfaction of the PROJECT MANAGER The Contractor should also allow for relocating existing fence (approx. 30 metres long).	
	AREA TO BE OCCUPIED BY THE CONTRACTOR The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
A	OFFICE ETC. FOR THE PROJECT MANAGER The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the site office of the type approved by the Project Manager, complete with Furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.	
В	WATER AND ELECTRICITY SUPPLY FOR THE WORKS The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER. The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub-contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.	
С	SANITATION OF THE WORKS The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
11 [14]	DESCRIPTION	AMOUNT
A	SUPERVISION AND WORKING HOURS The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.	
В	PROVISIONAL SUMS. The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement mentioned in Condition No. 16 of the Conditions of Contract. Such sums are net and no addition shall be made to them for profit.	
С	PRIME COST (OR P.C.) SUMS The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement mentioned in Condition No. 16 of the Conditions of Contract. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods as stated in Condition No. 20 of the Conditions of Contract are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.	
D	PROGRESS CHART The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
A	ADJUSTMENT OF P.C. SUMS In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them. Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.	
В	ADJUSTMENT OF PROVISIONAL SUMS. In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued as described for Variations in Conditions No. 13 of the Conditions of Contract, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
_		-
A	NOMINATED SUB-CONTRACTORS When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No. 8 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".	
В	DIRECT CONTRACTS Notwithstanding the foregoing conditions, the Government reserves the right to place a Direct Contract for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.	
C	ATTENDANCE UPON OTHER TRADESMEN, ETC. The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
A	INSURANCE The Contractor shall insure as required in Conditions Nos. 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.	
В	PROVISIONAL WORK All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All Provisional and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER. Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.	
С	ALTERATIONS TO BILLS, PRICING, ETC. Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
А	Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.	
В	MATERIALS ARISING FROM EXCAVATIONS Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.	
С	PROTECTION OF THE WORKS. Provide protection of the whole of the works contained in the Bills of Quantities, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.	
D	REMOVAL OF RUBBISH ETC. Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
А	WORKS TO BE DELIVERED UP CLEAN Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally,polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER	
В	FIRM PRICE CONTRACT Unless otherwise specifically stated in the Particular Preliminaries this is a firm price contract and the Contractor must allow in his tender rates for any increase in the cost of labour and/or materials during the currency of the contract.	
С	GENERAL SPECIFICATION. For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.	
D	CONSTRUCTION TRAINING LEVY The Contractor's attention is drawn to the legal notice which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 1,000,000.00 in value.	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION	AMOUNT
А	MATERIALS ON SITE All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.	
В	HOARDING The Contractor shall enclose the site or part of the works under construction with a hoarding 2400 mm high consisting of gauge 30 iron sheets on 100 x 50 mm cypress timber posts firmly secured at 1800 mm centres with two 75 x 50 mm timber rails complete with 2No vehicular gates and 1No. pedestrian gate. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.	
С	CONTRACTOR'S SUPERINTENDENCE/SITE AGENT The Contractor shall constantly keep on the works a literate English speaking Agent or whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.	
D	COPYRIGHT The copyright of these documents is vested in County Works Office, Ministry of Public Works, Kiambu. No part of this document may be reproduced in any form or by any means without their prior permission.	
	CARRIED TO COLLECTION	

ITEM	DESCRIPTION		AMOUNT
	Section No. 1		
	Bill No. 2		
	GENERAL PRELIMINARIES		
	COLLECTION		Amount Kshs
	Total Brought Forward from Page No.		
		GP/1	
		GP/2	
		GP/3	
		GP/4	
		GP/5	
		GP/6	
		GP/7	
		GP/8	
		GP/9	
		GP/10	
		GP/11	
		GP/12	
		GP/13	
		GP/14	
	CARRIED FORWARD TO GRAND SUMI	MARY	

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 1				
	ABORTIVE WORKS				
А	Hack existing mass concrete stub-columns 550x550x1m high and cart away all arising debris	133	NO		
В	Carefully remove existing column caps to be reused/disposed as directed	133	NO		
С	Carefully remove existing precast concrete coping 250x50mm and store on site to be reused/disposed as directed	330	LM		
D	Carefully take down existing temporary roof comprising of steel trusses and GCI sheets approximate area 50SM to be reused		Item		
E	Replace defective/cracked precast concrete coping on parapet walls 250x50mm (provisional)	100	LM		
F	Replace defective/cracked precast concrete coping on stub columns	100	LM		
G	Allow for reinstating of temporary roof		Item		
	Total for Carried Forward to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 2 REINFORCED CONCRETE SUPERSTRUCTURE				
	Vibrated reinforced concrete class 25 (20mm aggregate)				
Α	Columns	171	СМ		
В	Beams	64	СМ		
С	150mm Thick slab	82	SM		
D	350mm thick overall composite slab comprising 380mmx230mmx230mm high hollow conc.pots with 70mm concrete topping and 150mm solid concrete ribs at 455mm centres including intermediate solid strips and edge slabs	2,237	SM		
E	475mm ditto comprising 385mmx230mmx400mm high hollow conc.pots with 75mm concrete topping and 250mm solid concrete ribs at 510mm centres including intermediate solid strips and edge slabs	201	SM		
F	Steps and waist	7	СМ		
G	150mm Thick intermediate landing	10	SM		
	High-yield ribbed bars to KS 573: 2014 including bends, hooks and tying wire:				
н	8mm bar	3,101	KG		
J	10mm ditto	599	KG		
К	12mm ditto	9,459	KG		
L	16mm ditto	7,019	KG		
М	20mm ditto	40,126	KG		
N	25mm ditto	29,819	KG		
	Mesh fabric reinforcement				
Р	BRC type A142 weighing 2.22kg/m2	2,438	SM		
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Sawn formwork to:				
Α	Vertical sides of columns	1,581	SM		
Ь	Coffite of even and ad alah	92	CM		
В	Soffits of suspended slab	82	SM		
С	Soffits of suspended slab over 250mm thick	2,438	SM		
D	Edges of suspended floor slab over 75mm but n.e. 150mm high	10	LM		
Е	Sides and soffits of beams	453	SM		
F	Horizontal soffites of landings	20	SM		
G	Sloping soffites of staircase	48	SM		
Н	Risers of steps 150mm to 225mm high	138	LM		
J	Edge of landings 75mm to 150mm wide ditto	10	LM		
К	Edge of open sloping string of steps exceeding 225mm but not exceeding 300mm (extreme) including cutting to profiles of 325mm treads and 160mm risers	28	LM		
J	Labour in raking cutting to formwork	28	LM		
К	"Flexcell" or other equal and approved expansion joint filler to Architect's approval 25mm Thick to concrete surfaces	139	SM		
	TOTAL CARRIED TO COLLECTION				
	ELEMENT NO. 1				
	REINFORCED CONCRETE SUPERSTRUCTURE				
	COLLECTION				
	Total Brought Forward from Page No.	17			
	Total Brought Forward from Page No.	18			
	TOTAL FOR REINFORCED CONCRETE SUPERSTRUCTURE CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 3				
	WALLING AND PARTITIONS				
	MASONRY WALLING				
	EXTERNAL WALLING				
	"Thika stone"or approved equivalent machine cut stone walling bedded and jointed in 1:4 c/s mortar and reinforced with 20gauge				
	hoop iron wall ties every alternate course				
Α	200mm Thick walling	1211	SM		
В	200mm wide bituminous damp proof course under walls	0	LM		
С	PCC class 20 (20mm agg.) 100mm thick x 300mm wide PCC sunshade	870	LM		
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	INTERNAL WALLING "Thika stone"or approved equivalent machine cut stone walling bedded and jointed in 1:4 c/s mortar a.b.d				
А	200mm Thick walling	1053	SM		
В	Ditto 100mm Thick	146	SM		
С	Dry partition Aluminium glazed partition comprising of 100x45x4mm thick aluminium sections with and including glazing with 6mm thick clear transluscent glass	44	SM		
F	"Flexcell" or other equal and approved expansion joint filler to Architects approval 25mm through to masonry wall surfaces	35	SM		
		00	Olvi		
	TOTAL CARRIED TO COLLECTION				
	ELEMENT NO. 1				
	WALLING AND PARTITIONS				
	COLLECTION				<u>AMOUNT</u>
	Total Brought Forward from Page No.	19			
	Total Brought Forward from Page No.	20			
	TOTAL FOR WALLING CARRIED FORWARD SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 4 WINDOWS				
	Casement windows;standard metal casement section in small panes complete with and including permanent ventilators comprising "T"- bar, gauze and metal hood to full width of window, coupling mullions, approved ironmongery				
	and one coat primer or manufacturer				
А	Window type W01 overall size 1800mm x 1800mm high with two equal openable top hung size 600mmx600mm high and two equal side hung size 600mmx 1500mm high to Architect's approval	50	NO		
В	Ditto type W02 overall size 1700mmx 2700mm ditto	6	NO		
С	Window type W03 overall size 1100mmx2700mm with two equal openable top hung size 550mm x600mm high and two equal side hung size 550mm x 1500mm high to Architect's approval	6	NO		
D	Window type W04 overall size 1500mm x2700mm with two equal openable top hung size 750mm x 600mm high and two equal side hung size 750mm x1500mm high to Architect's appoval	2	NO		
E	Window type W05 overall size 1150mm x2700mm with two equal openable top hung size 575mmx 600mm high and two equal side hung size 575mm x1500mm high to Architect's approval	2	NO		
F	Window type W06 overall size 1000mm x2700mm with two equal openable top hung size 500mm x 600mm high and two equal side hung size 500mm x1500mm high to Architect's appproval	1	NO		
Е	Ditto type W07 overall size 700mm x2700mm high fixed	2	NO		
G	Ditto type W08 overall size 5000mmx900mm with three equal openable top hung leaves size 500mm x900mm high to Architect's approval	1	NO		
н	Ditto type W09 overall size 2400mm x900mm with three equal openable top hung leaves size 800mm x900mm high	2	NO		
J	Ditto type W10 overall size 3600mm x900mm with two equal openable top hung leaves size 900mm x900mm high	1	NO		
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Window's (c'td)				
А	Ditto type W11 overall size 1200mm x2700mm with two equal openabe top hung leaves size 500mm x600mm high	4	NO		
F	Ditto type W12 overall size 1800mm x2700mm high	2	NO		
В	Ditto type W13 overall size 1000mm x3600mm with two equal openabe top hung leaves size 500mm x600mm high	1	NO		
С	Ditto type W14 overall size 3450mm x600mm with three equal openabe top hung leaves size 575mm x600mm high	2	NO		
D	Ditto type W15 overall size 1800mm x600mm with one equal openabe top hung leaves size 600mm x600mm high	3	NO		
G	Ditto type W16 overall size 5400mm x2700mm high	3	NO		
Н	Ditto type W17 overall size 3100mm x2700mm high	1	NO		
J	Ditto type W18 overall size 2900mm x2700mm high	1	NO		
К	Ditto type W19 overall size 3400mm x2700mm high	7	NO		
L	Ditto type W20 overall size 1200mm x2700mm high	4	NO		
М	Glazing 5mm Thick to metal with putty glazing compound in paints n.e 0.10m2	598	SM		
	Window cills				
N	250x50mm Thick (extreme) PCC throated window cill bedded and jointed to masonry walling matching 1:4 cement and mortar	283	LM		
	<u>Curtain Rods</u>				
Р	35mm Diameter approved wrought iron front and rear rod curtain rail cut to lengths complete with fixings, sliding rings, runners and end stops and screwed or plugged to wall; primed and painted to Architect's approval	10	LM		
Q	Window boards Wrot prime grade mahogany 150 x 25mm window board with two labours screwed and plugged to wall	104	LM		
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
А	Pelmet boxes 50x25mm wrot cypress bearer plugged in masonry walling	283	LM		
В	Sawn cypress; second grade 150 top x 22mm Thick with two labours plugged architrave	283	LM		
С	Boxed ends to 150x150mm pelmet box (m/s)	224	NO		
D	150 top x 22mm Thick with two labours plugged architrave	283	LM		
Е	12mm diameter quadrant beading	283	LM		
F	Curtain rail Heavy duty double curtain track with 10 No. rollers per meter	283	LM		
	Painting Prepare and apply one coat aluminium wood primer to back of frames before fixing to:-				
G	Surfaces 200-300mm girth	283	LM		
Н	Ditto n.e 100mm girth	283	LM		
	Knot, prime and stop, apply two coats gloss paint to wood				
J	Surfaces 200-300mm girth	283	LM		
K	Ditto n.e 100mm girth	283	LM		
L	Prepare and apply two undercoats and one finishing coat of gloss paint as described:- General metal surfaces both sides measured	1196	SM		
	TOTAL CARRIED TO COLLECTION				
	TOTAL CARRIED TO COLLECTION				
	ELEMENT NO. 1 WINDOWS				
	COLLECTION				
	Total Brought Forward from Page No.	21			
	Total Brought Forward from Page No.	22			
	Total Brought Forward from Page No.	23			
	TOTAL FOR WINDOWS CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO: 5 DOORS				
	Supply, assemble and fix the following purpose made mild steel sections obtained from an approved manufacturer and primed with red oxide primer before delivery; complete with frames,				
	transomes,mullions and all necessary iron mongery including building lugs to jambs, plugging and screwing head and all to stonework and bedding frames in waterproof cement mortar and pointing in approved mastic externally,oiling,easing and adjusting, all complete with permanent vantillators comprising an additional				
	transome,standard gauge 16 sheet metal				
А	Double door;overall size 1500mm x 2400mm high with two equal openable leaves size 750mm x 2400mm high (type D02)	3	NO		
В	Single door;overall size 900mm x2400mm high(type D04)	2	NO		
С	Casement door overall size 5000mm x3600mm high comprised of four equal openable leaves each size 750mm x2400mm high type D01 to Architect's approval(see attached schedule)	1	NO		
	Steel grille door				
Α	Steel framed door size 1500x3600mm high overall; four openable folding leafs size 1250x3600mm and two fixed leafs 500x3600mm high	3	NO		
	Glass in doors				
D	5mm thick to metal with putty glazing compound in panes n.e 0.10m2	13	SM		
	Touch-up, prime and prepare and apply two undercoats;two coats oil paint full gloss finish; to crown "solo" paints or other equal and approved				
F	To metal door surfaces	26	SM		
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	DOOR CONT'D Wrot mahogany or approved equivalent Flush doors				
А	Double door type D06; 50mm thick solid core swing mahogany veneered flush door size 1500mm x2700mm overall with two openable equal leaves size 750mm x 2100mm high and including 900mm wide x 300mm high overhead fanlight glazed with 5mm thick clear sheet glass and 5mm thick glass panes size 540mm long x 850mm high to Architect's approval	3	NO		
В	Single door type D03; 50mm thick solid core single leaf swing mahogany veneered flush door size 900mm x2400mm overall with and including 1500mm long x 600mm high overhead fanlight glazed with 5mm thick clear sheet glass and 5mm thick glass panes size 540mm long x 850mm high to Architect's approval	8	NO		
С	Single door type D10; 45mm thick solid core single leaf swing mahogany veneered flush door size 1000mm x2400mm overall with and including 900mm wide x 300mm high overhead fanlight glazed with 5mm thick clear sheet glass and 5mm thick glass panes size 540mm long x 850mm high to Architect's approval	6	NO		
D	Ditto type D05; overall size 1000mm x 2100mm ditto with 2 NO. 25mm M.S.CHS grab bar fixed on either side of the door leaf primed and painted to Architect's approval	2	NO		
Е	Ditto type D03; overall size 900mm x 2100mm high with and including 5mm thick clear sheet glass size 540 wide x 850mm high	2	NO		
F	Single door type D08; 45mm thick solid core single leaf swing mahogany veneered flush door size 1000mm x 2000mm high with 2 NO. 25mm M.S.CHS grab bar fixed on either side of the door leaf primed and painted to Architect's approval	2	NO		
G	Ditto type D09; overall size 800mmx 2000mm high to Architect's aprroval	11	NO		
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	DOOR CONT'D				
	Frames and finishings Wrot mahogany or approved equivalent				
Α	Ex 150 x 50mm frame with three labours	184	LM		
В	Ex 150 x 50mm transome ditto	32	LM		
С	Ex 75 x 25mm architrave with four labours	184	LM		
D	Ex 15 x 15mm quadrant beading	184	LM		
	Prepare and apply one coat aluminium wood primer to back of frames before fixing to:-				
F	Surfaces 200-300mm girth	184	LM		
G	Ditto 100-200mm girth	32	LM		
Н	Ditto n.e 100mm girth	184	LM		
	Prepare and apply three coats of approved matt finish polyurethane varnish to wood				
Е	Door surfaces	72	SM		
F	Surfaces 200-300mm girth	184	LM		
G	Ditto 100-200mm girth	32	LM		
Н	Ditto n.e 100mm girth	184	LM		
	Supply and fix the following ironmongery complete with furniture and matching screws as per "UNION" catalogue made in England or approved equivalent				
J	Two lever mortice lock	34	NO		
К	100mm steel butt hinges	51	PRS		
	Supply and fix the following ironmongery complete with furniture and matching screws as per "UNION" catalogue made in England or approved equivalent (c'td)				
L	Approved brass handle with locking mechanism	34	NO		
М	38mm diameter rubber door stop plugged to wall or floor as appropriate	34	NO		
	TOTAL CARRIED TO COLLECTION				
	DOORS <u>COLLECTION</u>				
	Total Brought Forward from Page No.	24			
	Total Brought Forward from Page No.	25			
	Total Brought Forward from Page No.	26			
	TOTAL FOR DOORS CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 6				
	<u>FINISHES</u>				
	EXTERNAL WALL FINISHES				
А	E.O stone walling for fine chisel dressing and neat pointing in flush vertical and 12mm square recessed horizontal joints; as work proceeds.	827	SM		
	12mm cement and sand (1:4) render, finished with wood float to:-				
В	Reinforced concrete or masonry walling.	469	SM		
	Prepare and apply three coats of silk vinyl paint or approved equivalent to;				
С	Wall surfaces	369	SM		
	Prepare and apply first quality exterior Wallmaster paint as RuffnTuff' or other equal and approved on:-				
D	Wall surfaces	100	SM		
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	INTERNAL WALL FINISHES				
	12mm (minimum) two coat lime plaster as described to:-				
А	Concrete or masonry surfaces internally	2171	SM		
	Cement and sand backing (1:4)				
В	10mm thick to receive glazed wall tiles (m/s)	293	SM		
	Ceramic wall tilling				
С	Supply and fix approved 600 x 300 x 6mm glazed ceramic wall tiles to walls with tile adhesive, grout and spacers on prepared backing (m.s)	293	SM		
	Prepare and apply three coats of silk vinyl paint or approved equivalent to:				
D	Wall surfaces	2171	SM		
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	FLOOR FINISHES				
	Cement and sand (1:3) screeds, backings, beds etc				
Α	32mm wood floated to receive tile flooring (m.s)	2280	SM		
В	15mm Thick ditto to receive terrazo flooring (m.s)	200	SM		
С	100mm high skirting	785	LM		
	Non-Slip Granito floor tiling as "SAJ Ceramics Ltd" or equal and approved				
D	Supply and fix approved 600 x 600 x 8mm floor tiles to floors with tile adhesive, grout and spacers on prepared backing (m.s)	2280	SM		
Е	100mm high skirting	635	LM		
	Non-Slip Ceramic floor tiling as "SAJ Ceramics Ltd" or equal and approved				
F	Supply and fix approved 400 x 400 x 8mm floor tiles to floors with tile adhesive,grout and spacers on prepared backing (m.s)	40	SM		
G	100mm high skirting	50	LM		
	Terrazo flooring				
н	25mm Thick insitu well polished terrazzo laid on concrete in approved coloured aggregate finished smooth with and including 32x3mm aluminium dividing strips cut to lengths and set in terrazzo paving to form panels	200	SM		
J	100mm high x 25mm Thick skirting	100	LM		
	TOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	CEILING FINISHES				
	12mm (minimum) two coat lime plaster as described to:-				
А	12mm thick to concrete soffits	2120	SM		
В	Ditto to beams and columns	400	SM		
	Painting and Decoration Prepare and apply 3 coats of silk vinyl emulsion paints to;				
С	Plastered soffits	180	SM		
D	Ditto to beams and columns	400	SM		
	Suspended acoustic ceiling				
E	Suspended aluminium ceilings as "Hunter Douglas" comprising V-carriers, panels, suspension hangers, flush jointing and trap doors	1620	SM		
	TOTAL CARRIED TO COLLECTION				
	I O I AL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	STAIRCASE FINISHES				
	Gauged; cement sand screed (1:3) steel trowelled smooth				
А	15mm Thick 2No coats in landing	20	SM		
В	Ditto to 280mm wide treads	43	LM		
С	Ditto 160mm high risers	43	LM		
D	Ditto to 160mm edge of landing	4	LM		
E	20x300mm (extreme) raking open string with rounded top at junction with treads and risers and square bottom edge.	28	LM		
	25mm Thick insitu well polished terrazzo laid on concrete in approved coloured aggregate finished smooth with and including 40x3mm plastic dividing strips cut to lengths and set vertically in terrazzo paving to form panels as described in:-				
F	Staircase landing	20	SM		
G	Ditto to 280mm wide treads	43	LM		
Н	Ditto 160mm high risers	43	LM		
J	Ditto to 160mm edge of landing	28	LM		
К	20x300mm (extreme) raking open string with rounded top at junction with treads and risers and square bottom edge	28	LM		
	12mm Thick gauged plaster				
L	Soffits of landings	20	SM		
М	Sloping staircase soffits	48	SM		
	Prepare and apply 3 coats of silk vinyl emulsion paints to:				
N	Plastered soffits of landings	20	SM		
Р	Plastered sloping staircase soffits	48	SM		
	TOTAL CARRIED TO COLLECTION				
	10 THE OPERATED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BALUSTRADES				
	The following in mildsteel				
А	50mm dia tube handrail welded to mild steel balusters(m/s)	140	LM		
В	25mm dia solid baluster 950mm high with 75 x 75 x 4mm base plate welded one side to balusters (m/s)and grouted into concrete stairs with c/s mortar (1:4) mix.	132	NO		
С	20mm Thick dia intermediate horizontal rail butt welded to balusters (m/s)	140	LM		
	Touch up primer, prepare and apply two undercoats and one finishing coat first quality gloss paint available from approved manufacturer to:				
D	General surfaces of metal	412	LM		
	TOTAL CARRIED TO COLLECTION				
	IOTAL CARRIED TO COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	WATERPROOFING (Provisional)				
	Light weight roof screed comprising cement, sand and pumice (1:3:7), finished with a 10mm layer of water proofing cement and sand (1:4) topping, laid to fall (1:40) on concrete slab and finished to receive waterproofing material				
Α	12mm Screed finish to roof slabs laid to acceptable falls	2520	SM		
	Waterproofing as "BASF Masterprotect 300" or other equal and approved in accordance with the manufacturer's specifications and a ten year guarantee				
В	12mm Screed finish to roof slabs laid to acceptable falls	2520	SM		
	TOTAL CARRIED TO COLLECTION				
	ELEMENT NO. 5				
	FINISHES				
	COLLECTION				
	Total Brought Forward from Page No.	<u>Pg No</u>			
	External wall finishes	27			
	Internal wall finishes	28			
	Floor finishes	29			
	Ceiling finishes	30			
	Staircase finishes	31			
	Balustrading	32			
	Waterproofing	33			
	TOTAL FOR FINISHES CARRIED TO SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 7 JOINERY FITTINGS AND FIXTURES (ALL PROVISIONAL)				
	COUNTER WORKTOPS TO KITCHENETTES, WASHROOMS, SERVICE AREA				
А	Plain concrete (1:3:6 - 38mm aggregate) in 100mm Thick benching	40	SM		
В	Sawn formwork as described to:- Edge of benching over 75mm but not exceeding 150mm high	94	LM		
С	Cement and sand (1:3) screed as described 25mm Thick screed steel trowelled smooth	40	SM		
	Walling in fine dressed natural coursed stone from an approved quarry bedded and jointed in gauged mortar (1:3) with and including 20mm hoop iron reinforcement in other alternate course as described in:-				
D	200mm Thick dwarf walling to receive plaster and paint finish (m.s)	35	SM		
E	Cement and sand (1:3) screed as described 15mm Thick render to stone wall surfaces; ditto	70	SM		
F	Reinforced Concrete 1:2:4 75mm Thick worktop including fabric mesh	40	SM		
G	Sawn formwork as described to:- Edge of suspended slab n.e 100mm high	94	LM		
Н	Soffits of suspended slab	40	SM		
	Cement and sand (1:3) plaster/screed as described in:-				
J	Soffits of suspended slab and edges of fascia	50	SM		
К	Top to receive granite finish (m.s)	40	SM		
	20mm polished granite laid on concrete top (m.s) including pointing in adhesive cement as described in:-				
L	Worktop	40	SM		
М	100mm Front/back Fascia to kitchen worktops storage area and washrooms	94	LM		
	Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Form or leave an opening size 1000mm long x 525mm wide to fit in sink (m.s) in 75mm thick concrete suspended slab	10	NO		
	18mm Thick scratchproof laminated MDF board as described on:-				
В	Worktop for secretaries	13	SM		
С	Shelves and bottoms	65	SM		
D	Divisions, back and sides	54	SM		
E	Door overall size 400 x 600mm high	15	NO		
	Wrot cypress timber selected and kept clean				
F	25 x 50 mm Frame and bearers	45	LM		
	Ironmongery Supply and fix the following ironmongery with screws to match (Ref. is to Union Catalogue or other equal and approved)				
G	Malpa hinges	30	PRS		
н	Brass door handles	15	NO		
J	Ball catch	15	NO		
K	Tower bolt	30	NO		
	Carried to Collection				
	BILL NO. 3 ELEMENT NO. 6				
	JOINERY FITTINGS AND FIXTURES				
	COLLECTION				
	Total Brought Forward from Page No.	Page No			
		34			
		35			
	Total for Joinery Fittings and Fixtures Carried Forward to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 8 BUILDERS WORK IN CONNECTION WITH SERVICES				
	Builder's Work incidental to sanitary fittings, ventilation, plumbing, drainage, reticulation, fire fighting, electrical, TV, PABX, data and telephone installations, concealed fixings				
А	Allow for making holes, chasing walls, floors, inclusion of sleeves and other items necessary for the proper carrying out of the installations incuding all builder's work of making good all surfaces		Item		
	Total for BWIC Carried Forward to Summary				

ELEMENT	DESCRIPTION	PAGE NO.	AMOUNT
	ICT BLOCK SUMMARY		
1	ABORTIVE WORKS	16	
2	REINFORCED CONCRETE SUPERSTRUCTURE	18	
3	WALLING AND PARTITIONS	20	
4	WINDOWS	23	
5	DOORS	26	
6	FINISHES	33	
7	JOINERY FITTINGS AND FIXTURES (ALL PROVISIONAL)	35	
8	BUILDER'S WORK IN CONNECTION WITH SERVICES (B.W.I.C)	36	
	Total for Carried to Measured Works Summary		

ITEM	DESCRIPTION	UNIT	RATE	QTY	AMOUNT
	PRIME COST & PROVISIONAL SUMS				
	The contractor shall include in his tender the following to be deducted in whole or in part as directed by the Project Manager				
	PROVISIONAL SUMS				
	The following provisional items are to be measured on completion of the works and priced in accordance with rates contained in these Bills of Quantities or pro-rata thereto or deducted in whole if not required.				
	CONTINGENCY				
A	Allow a Provisional Sum of Kenya Shillings Six Million (6,000,000.00) only for Contingencies;		Sum		
	Total for PC and Provisional Sums Carried Forward to Measured Works Summary				

ITEM	DESCRIPTION	PAGE NO.	AMOUNT (KSHS.)	(OFFICIAL USE ONLY)
	MEASURED WORKS SUMMARY			
1	PARTICULAR PRELIMINARIES	PP/10		
2	GENERAL PRELIMINARIES	GP/15		
3	LIBRARY AND ICT BLOCK	37		
4	P.C. & PROVISIONAL SUMS	38		
	TOTAL CARRIED TO GRAND SUMMA	RY		

ITEM NO.	DESCRIPTION	PAGE NO.	AMOUNT (KSHS)	(OFFICIAL USE ONLY)
	GRAND SUMMARY			
	VOLUME 1 OF 3			
1	MEASURED WORKS	39		
	VOLUME 2 OF 3			
2	ELECTRICAL WORKS	ELEC		
	VOLUME 3 OF 3			
3	MECHANICAL WORKS	MECH		
	TOTAL CARRIED TO FORM OF TENDER			

AMOUNT IN WORDS:		
CONTRACTOR'S NAME:		
ADDRESS:		
SIGNATURE & STAMP:	 DATE:	
WITNESS'S NAME:	 	
ADDRESS:	 	
SIGNATURE:	DATE:	

ELECTRICAL WORKS

	BILL NO. 1 FIRST FLOOR				
ITEM NO.	DESCRIPTION	QTY	UNIT	RATE (KSh)	AMOUNT (Ksh)
	Supply, install, test, commission and set to work the following.				
	All lighting fittings to be complete with lamp, control gear etc as applicable.				
1.1	<u>LIGHTING</u>				
	Lighting points wired in $3 \times 1.5 \text{mm}^2$ PVC SC copper cables in heavy gauge super high impact PVC conduits in walls and slabs, complete with switch boxes being;				
1.1.1b 1.1.1c	Lighting point 1-way switched. Lighting point 2-way switched. Lighting point 2-way switched with intermediate switch. Unswitched	63 39 22 5	NO. NO. NO.		
1.1.2	5 A white moulded switch plates as MK or approved equivalent: - (a) 1-gang 1-way (b) 1-gang 2-way (c) 2-gang 2-way (d) 4-gang 2-way (e) intermediate	5 6 4 4 6	NO. NO. NO. NO.		
1.1.3	Lighting fittings, complete with lamps of specified wattage and appropriate colour rendering: -				
1.1.3a	600x600mm LED pannel ceilling mounted or approved equivalent.	56	NO.		
1.1.3b	As item No. 1.1.3 (a) above but emergency type	14	NO.		
1.1.3c	160mm diameter surface downlighter as THORN Corsa160T Cat No COR160 2H126 Cat2, or approved equivalent. Id Ca on drawing	17	NO.		
1.1.3d	200mm diameter surface downlighter as THORN Corsa160T Cat No COR160 2H126 Cat2, or approved equivalent. Id Ca on drawing	4	NO.		
1.1.3e	300mm diameter ceilling mounted as daylight THORN or approved equivalent. Id A on drawing	12	NO.		
	Total C/F to Collection Page 3				

KIST ICT BLOCK PHASE II 1 OF 6

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE (KSh.)	AMOUNT (Ksh.)
1.1.3 f	2 x 36W led fluorescent fitting with diffuser or approved equivalent.	12	NO.		
1.1.3 g	1 x 36W led fluorescent fitting with diffuser or approved equivalent.	30	NO.		
1.1.3 h	100W fully recessed Tungsten bulkhead fitting as Thorn Cat. No. OLG 1100, or approved equivalent, complete with a PL 26 "White" lamp.	0	NO.		
1.1.3 i	8W maintained Exit Emergency Light as Thorn Cat. No. EFVM3/ICEL, or approved equivalent. Minimum 3-hour autonomy	5	NO.		
1.1.3 j	16W 2D shallow plastic light fitting as Thorn super club Cat. No. 2D CL16W complete with lamp	5	NO.		
1.2	POWER POINTS				
	Supply, install, set to work and commission power points wired in 3 \times 2.5mm ² PVC SC CU cables in heavy gauge super high impact PVC conduits in walls and slabs, complete with socket outlet	80	NO.		
1.2.1	Twin 13A standard socket outlets, with safety shutters on both live and neutral and with neon light as MK or equal and approved.	76	NO.		
1.2.1 a	Single 13A waterproof socket outlets, with safety shutters on both live and neutral and with neon light as MK or equal and approved.	4	NO.		
1.2.1 b	Outlet point for hand drier comprising 20mm diameter conduit, wiring in 3 x 2.5 mm ² SC-PVC-CU cables and all accessories including 20A DP switch with neon light as MK or Crabtree.	0	NO.		
1.2.1 c	Outlet for fire alarm points comprising concealed PVC conduit, box, wiring in 3 x 1.5mm ² screened fire-proof cable as FIREPIX or approved equivalent, and all accessories.	28	NO.		
	DATA POINTS				
1.2.2	Data points & cctv points comprising of concealed 25mm diameter PVC conduit, box, wiring to be done by others approved equivalent, and all accessories. Wiring and fittings to be done by others	14	NO.		
1.2.2.a	Metalic powder coated Trunking measuring 150x50 two compartment for data cabling at prescried height by the PEE including all other accessories	140	LM		
1.2.2.b	Ditto but Innner and outer bends	50	NO.		
1.2.2.c	Ditto but twin and sinle plates	55	NO.		
	Total C/F to collection Page 3				

KIST ICT BLOCK PHASE II 2 OF 6

ELECTRICAL WORKS PHASE II

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
NO.	POWER SUPPLY			(KSh.)	(Ksh.)
1.3.1	9-way TP/N power distribution board complete with 100A TP/N integral isolator and all accessories including lockable cover as Multi 9, or approved equivalent.	1	NO.		
1.3.2	12-way SP power consumer unit complete with 100A TP/N integral isolator and all accessories including lockable cover as Multi-9, or approved equivalent.	3	NO.		
1.3.3	Submain cable as 4C 25mm2 PVC/SWA/PVC cable, copper from the main metre board to DBFFA,CUFFA drawn in 50mm, 38mm Pvc conduits	80	LM		
1.3.4	Submain cable as 3C 10mm2 PVC/SWA/PVC cable, copper from to DBFFA1 to CU FFA2, drawn in 32mm Pvc conduits	120	LM		
1.3.5	Submain cable as 3C 10mm2 PVC/SWA/PVC cable, copper from to DBFFA1 to CUFFA3 drawn in 32mm Pvc conduits	140	LM		
1.3.6	Cable glands for the cable above	8	NO.		
1.3.7	Cable lugs for the cable above	16	NO.		
1.3.8	SP MCB in item no. 1.3.1 above.				
	a) 6A SP	10	NO.		
	b) 30A SP c) 20A SP	8 7	NO. NO.		
1.3.9	63A DP MCB in the distribution board above	3	NO.		
1.3.10	Blanking plates for un-used spare ways	12	NO.		
1.3.11	Earthing for the three boards above	1	ltem		
	Total C/F BELOW				
	COLLECTION GROUND FLOOR				
	TOTAL FOR PAGE 1				
	TOTAL FOR PAGE 2				
	TOTAL FOR PAGE ABOVE				
	Total C/F to SUMMARY PAGE				

KIST ICT BLOCK PHASE II 3 OF 6

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE (KSh.	AMOUNT (Ksh
	BILL NO. 2 FIRE ALARM AND DETECTION			·	· ·
	Supply,install,test and commission the following in accordance to BS 5839, BS EN 60849, BS 7807 and BS 9999 and as described in specifications and below:				
2.1	Radial circuit outlet wired using 3x2.5mm s/c Cu cables drawn in trunkings and 25dia HG conduits to Fire alarm panel.	No.	29		
2.2	Addressable Flush mounted call point	No.	10		
2.3	Addressable photoelectric smoke detector	No.	15		
2.4	Addressable Convection Heat detector	No.	1		
2.5	Addressable Combined Electronic sounder and Flasher	No.	7		
2.6	Intelligent addressable Fire alarm control panel as Menvier	No.	1		
2.7	Any other element as may be required state below				
	<i>I.</i>				
	3				
	Total C/F to SUMMARY PAGE				

KIST ICT BLOCK PHASE II 4 OF 6

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE (KSh.	AMOUNT (Ksh
3	BILL NO. 3 CCTV & ICT INFRUSRUCTURE				
	Supply, install, set to work, test and commission the following as specified and described below:- CCTV SURVELIANCE SYSTEM				
3.1	IP dome /Bullet camera (Indoor) as described in the particular specification 4Mp IR day/Night vision 30M distance	No.	12		
3.2	64 Channel Network Video Recording System base as described in the particular specification	No.	1		
3.3	Storage disk as sata high reslience 4TB	No.	3		
3.4	40" LCD Monitors complete with moutable brackets	No.	2		
3.5	24 Port POE+ network switch with 1G SFP hot- swappable fibre uplink (Managed - 12 x 10/100/1000, Support PoE+ and with 4 x Gigabit SFP uplink port) with IP Base	No.	2		
3.6	Fiber Patch Cord 3M Multimode LS-SC	No.	6		
3.7	Cable manager 1U	No.	4		
3.8	Purpose-made Wall mount cabinet (Type 9 U or equivalent) for the switch/patch-panel complete with extractor fan and 1 No. 3 pin power points on UPS. The cabinet to have front access glass door, all as per approved drawings	No.	1		
3.9	24 port Cat6 Copper Patch Panel	No.	2		
3.10.	UTP Cat. 6A patch cord, 1M as specified or approved equivalent for the Cameras,	No.	45		
3.11	Data cable termination, both ends.	No.	70		
3.12	UTP Cat 6A structured cable as Siemons or approved equivalent	Roll	20		
3.13	UTP Cat. 6A patch cord, 3M as Siemons or approved equivalent.	No.	80		
3.14	Allow for fixing labels on all the equipment and cables.	No.	1		
3.15	Allow for puling above cables camera points to specification	No.	70		
3.16	Data points for the E-library complete with floor mounted tower outlets to accommodate four number twin socket outlets and four number data outlets drwn in 25mm HG pvc conduits on the floor	No.	70		
3.17	Testing & Commissioning	No.	1		
	Total C/F to SUMMARY PAGE				

KIST ICT BLOCK PHASE II 5 OF 6

ELECTRICAL WORKS PHASE II

ITEM	DESCRIPTION	FOR OFFICIAL USE	AMOUNT
NO.	2.20 0.11 110.1		(Ksh Cts.)
S.01	Bill No. 1: GROUND FLOOR		-
S.02	Bill No. 2: FIRE ALARM AND DETECTION		-
S.03	Bill No. 3: CCTV & ICT INFRUSRUCTURE		-
S.04	Allow Kenya shillings Forty thousand for as built drawings by the PEE		40,000.00
S.09	Allow Kenya shillings Eight hundred thousand for contingency to be used as directed by the Project Electrical Engineer.		800,000.00
	TOTAL FOR ELECTRICAL WORKS		

KIST ICT BLOCK PHASE II 6 OF 6

MECHANICAL WORKS

MECHANICAL ,PLUMPING AND FIRE SERVICES BILLS OF QUANTITIES FOR ICT BLOCK AT KIST

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	INTERNAL PLUMBING Supply,deliver and install CPVC SDR-11 pipes and fitting for sizes upto 2" SDR 13.5 and for sizes above 2" upto 4" Tenderers must allow in their pipework prices for all the couplings, connectors, joints etc required in the running length of pipework and also where necessary for pipe fixing clips, holderbats plugged and screwed, brackets and pipe sleeves through structural member				
	PPR PIPES				-
В	32mm diameter pipe work	10	Lm		
С	40mm diameter pipe work BENDS	15	Lm		
D	32mm diameter bends	5	No		
Е	40mm diameter bends	8	No		
F	50mm diameter bends	8	No		
G	63mm diameter bends	0	No		
	<u>REDUCERS</u>				
Н	40x25mm ditto	5	No		
I	50x25mm ditto	5	No		
	Total c/f to collection page				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	UNIONS				
A	15mm diameter pipe unions	0	No		
В	20mm diameter pipe unions	0	No		
С	25mm diameter pipe unions	0	No		
D	32mm diameter pipe unions	4	No		
Е	40mm diameter pipe unions	4	No		
F	50mm diameter pipe unions	4	No		
G	63mm diameter pipe unions	0	No		
	THREADED FITTINGS				
Н	15mm male female threaded 90 bend /Elbow	0	No		
I	20mm male female threaded 90 bend /Elbow	0	No		
J	25mm male female threaded 90 bend /Elbow	0	No		
K	32mm ditto	0	No		
L	40mm ditto	0	No		
	<u>PLUGS</u>				
M	40mm diameter pipe threaded plug	6	No		
N	50mm diameter pipe threaded plug	7	No		
	VALVES				
0	25mm diameter approved medium pressure screw down full way non-rising stem wedge gate to BS 5154PN 25 for series B rating with wheel and head joints to steep tubing and coplete with round male threaded transition fitting AS PEGLER	0	No		
P	32mm gate valve as pegler	2	No		
Q	40mm diameter ditto	0	No		
	Total c/f to collection page				
	round to conceion page				l

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	INTERNAL FOUL WATER DRAINAGE				
	Supply, deliver and install the following UPVC,MUPVC,soil and waste systems respectively to BS5255 with fittings fixed to manufactures printed instructions and manufactured by reputable manufactures. Tenderers must allow in their pipework and also where necessary, for pipe fixing clips, holders bats plugged and screwed for the propoer and satisfactory functioning of the system MUPVC AND UPVC WASTE AND SOIL PIPEWORK				
A	100 diameter heavy gauge golden brown UPVC pipe	10	Lm		
В	100mm heavy gauge grey MUPVC pipe	10	Lm		
С	150mm heavy gauge golden brown UPVC pipe	0	Lm		
D	75mm diameter heavy gauge grey MUPV pipe	13	Lm		
Е	50mm diameter waste pipe	10	Lm		
F	40mm diameter waste pipe	20	Lm		
G	32mm diameter waste pipe	33	Lm		
	<u>BENDS</u>				
Н	100mm diameter bend with access	14	No		
I	100mm diameter long radius bend	13	No		
J	75mm diameter long radius bend	10	No		
K	100mm diameter sweep bend	0	No		
L	50mm diameter sweep bend	11	No		
M	40mm diameter sweep bend	8	No		
N	32mm diameter sweep bend	6	No		
	Total c/f to collection page				

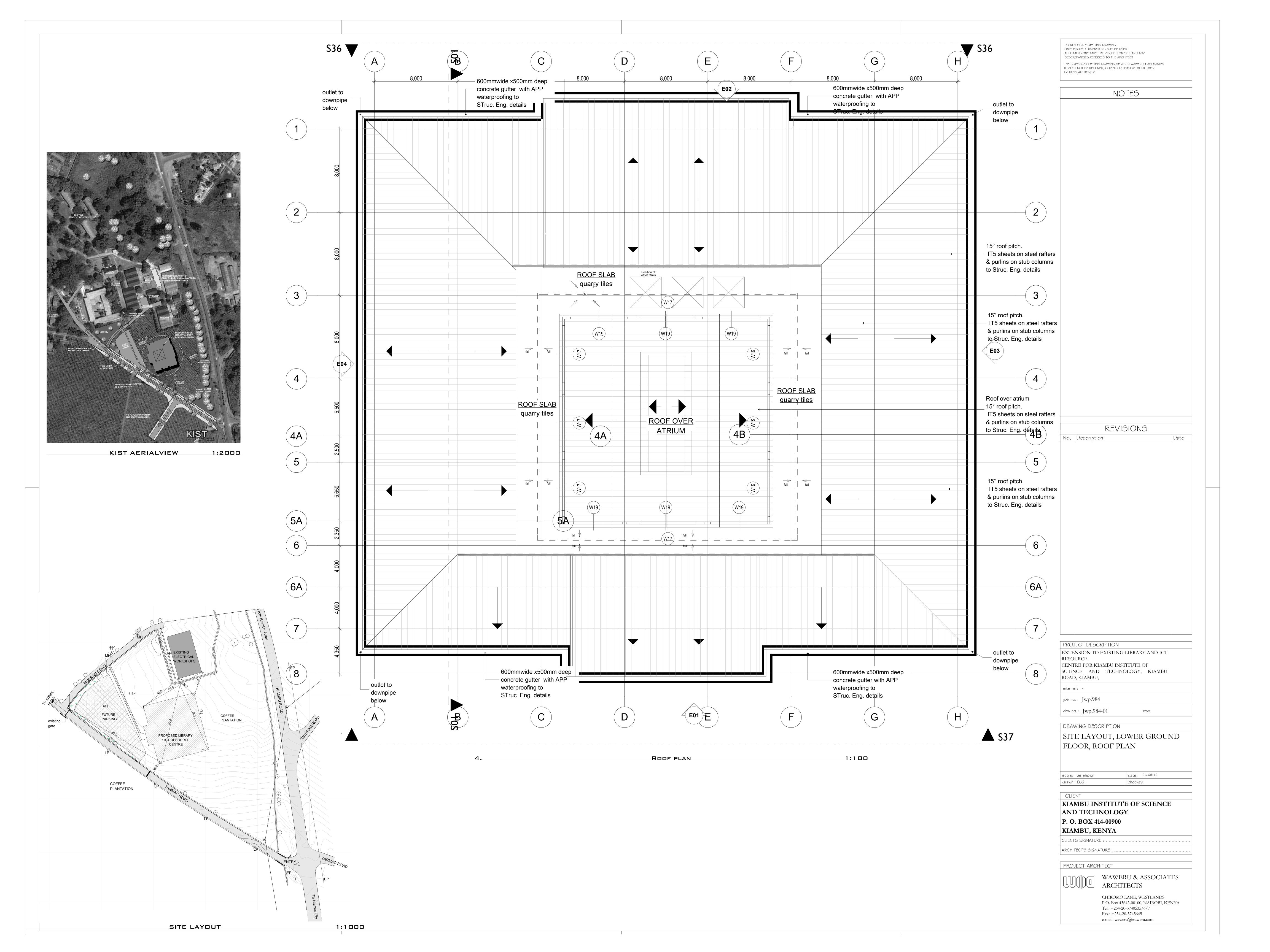
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	TEES				
A	75mm diameter sweep tee	4	No		
В	40mm diameter sweep tee	2	No		
С	32mm diameter sweep tee	2	No		
	<u>BRANCH</u>				
D	100mm diameter single branch	11	No		
Е	100mm diameter double branch	5	No		
	ACCESS CAPS				
F	50mm diameter access cap	8	No		
G	40mm diameter access cap	10	No		
Н	32mm diameter access cap	7	No		
	WC CONNECTORS				
I	100mm diameter WC connector	0	No		
	<u>TRAPS</u>				
J	100x50mm diameter floor trap	8	No		
K	100x100mm diameter floor drain and grating	15	No		
L	Standard 300x300x450mm masonry gully trap complete with 125mm reinforced concrete cover	0	No		
	Total carried to collection page				

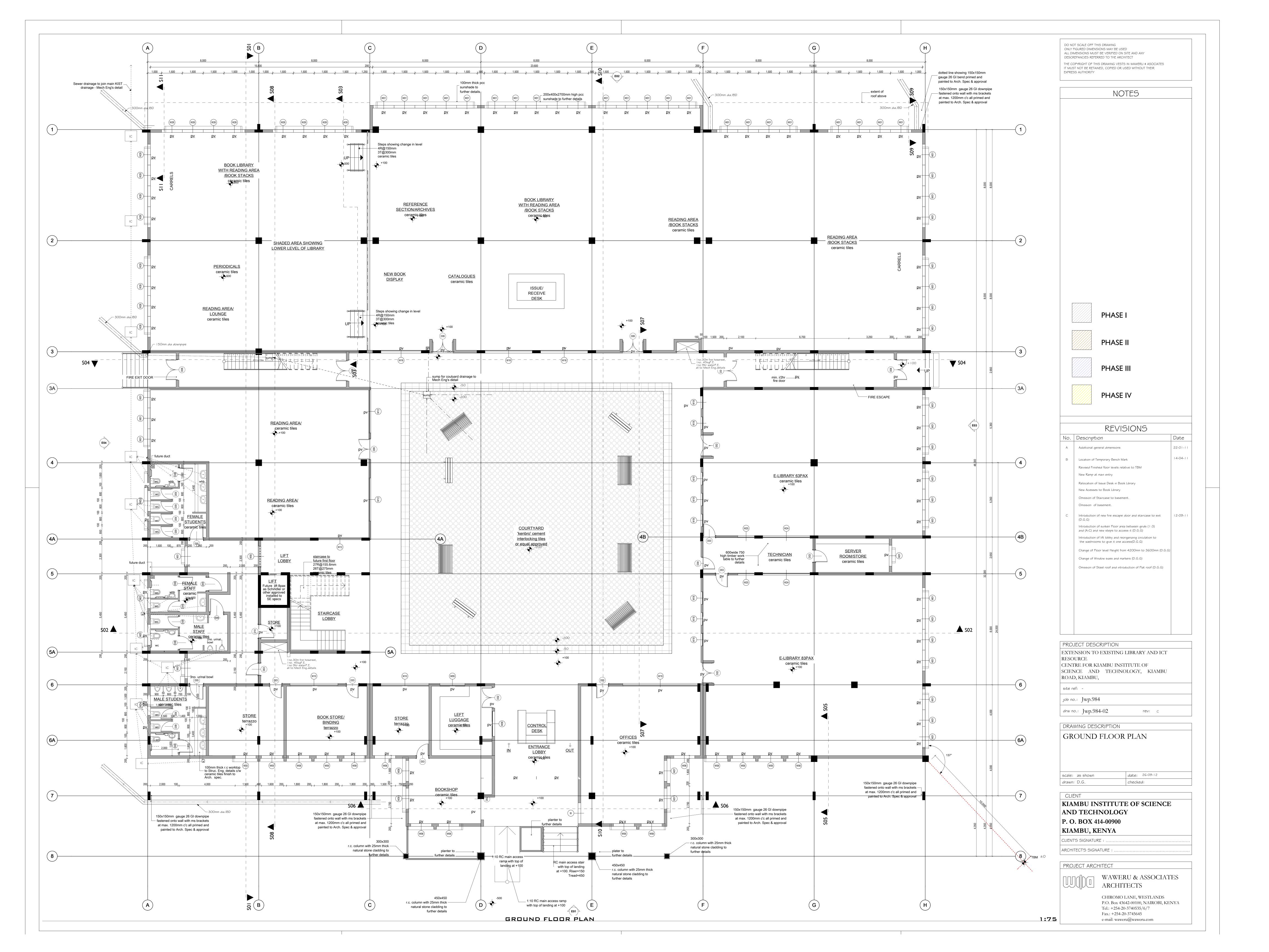
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	FIRE PROTECTION				
	Supply, deliver and install the following fire fighting equipment in positions indicated on the contract drawings or as shall be instructed by the Engineer, supply and install the following fire fighting installation and equipment as described and shown on the drawings. Tendersers should allow for all fittings, joining couplings including unions and clamps where necessary for the functioning of the installation when pricing				
	HOSEREEL INSTALLATION HOSERELL				
A	20mm diameter 30m long swinging type hose reel complete with delivery valve, mild steel feed pipe, isolation valve guide and all other accessories as "Angus Fire Armour" or equal and approved.	4	No		
	GMS PIPE CLASS B				
В	20mm diameter pipework	3	Lm		
С	25mm diameter pipework	3	Lm		
D	50mm diameter pipework	3	Lm		
	EXTRA OVER PIPEWORK				
	<u>BENDS</u>				
Е	20mm diameter bends	4	No		
F	25mm diameter bends	4	No		
G	50mm diameter bends	4	No		
	<u>TEES</u>				
Н	50mm diameter equal tees	3	No		
	VALVES				
I	25mm diameter approved medium pressure screw down full way non -rising stem wedge gate valve to BS 1952 with wheel and head joints to steel tubing. The gate valve to be as PEGLER	2	No		
J	50mm diameter reducer	2	No		
	<u>REDUCERS</u>				
K	50x25mm diameter reducer	2	No		
	<u>UNIONS</u>				
L	25mm diameter pipe unions	4	No		
M	50mm diameter pipe unions	3	No		
	Total carried to collection				

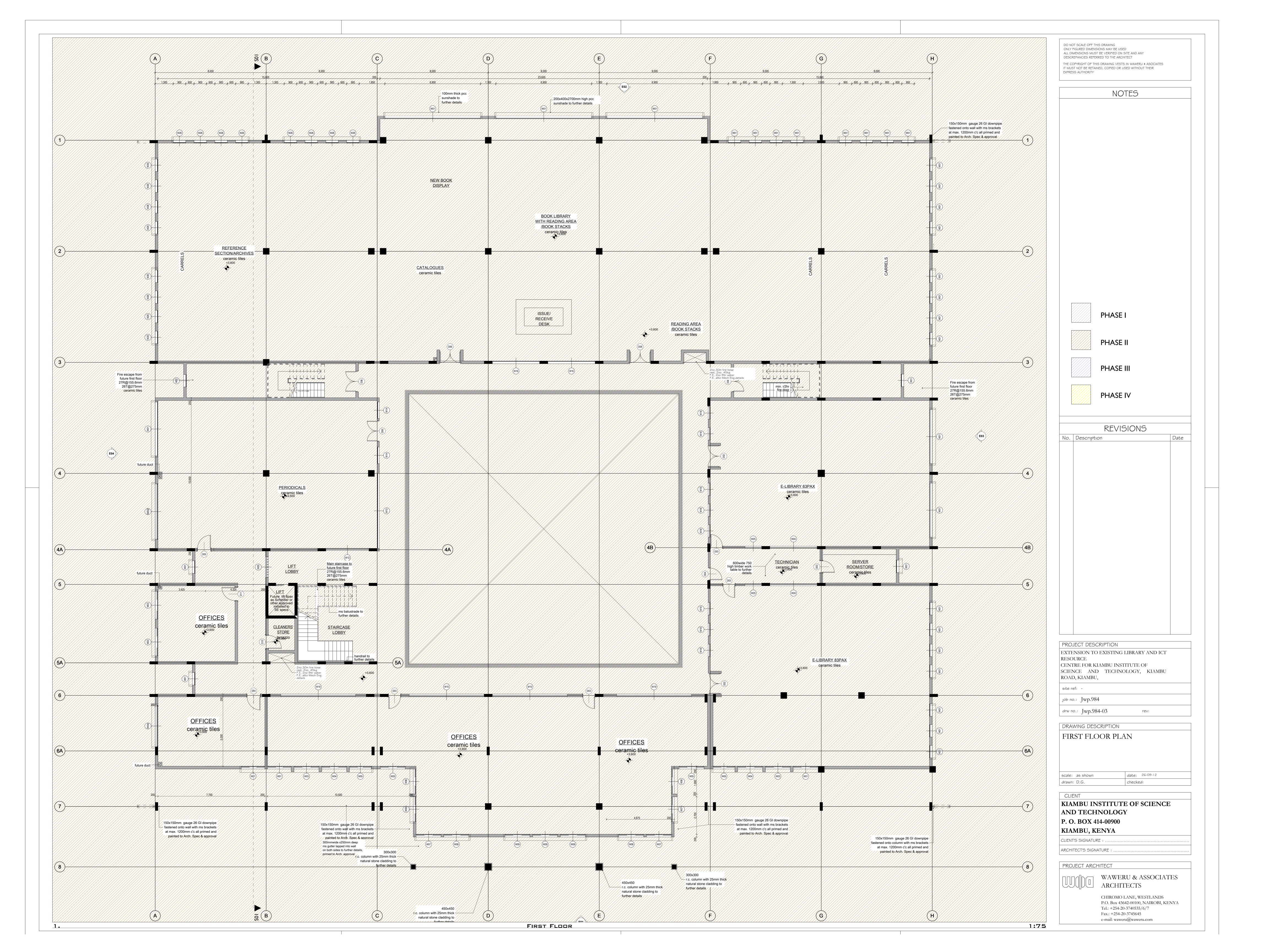
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	PORTABLE FIRE EXTINGUISHERS				
	Supply, deliver, install, test and commission the flowing portable fire extinguishers and conforming to BS EN 3 BS 1449. Water / Carbon Dioxide Gas Fire Extinguisher				
A	9 litres water carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets. Carbon Dioxide Gas Fire Extinguisher	5	No		
В	9Kg carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mountings brackets Dry Chemical Powder Fire Extinguisher	5	No		
С	9Kg chemical powder portable fire extinguisher complete with pressure gauge, initial charge and mountings brackets.	5	No		
D	Manual Alarm Bell 9 (225mm) manual operated alarm bell(Gong)	2	No		
	FIRE BLANKET				
E	Fire blanket made of cloth woven with pre-asbestos yarn or any other fire proof material and to measure 1800x1210mm. It shall be fitted with special tapes folded so as to often instantaneous single action to release blanket from storing jacket to BS 1721 Fire Notices	5	No		
F	Allow for fire signage for the hose reel system, fire exits and fire instructions as described in the particular specifications and to the Project Engineer's approval	15	No		
G	Testing and Commissioning	1	Item		
	Total carried to collection page				

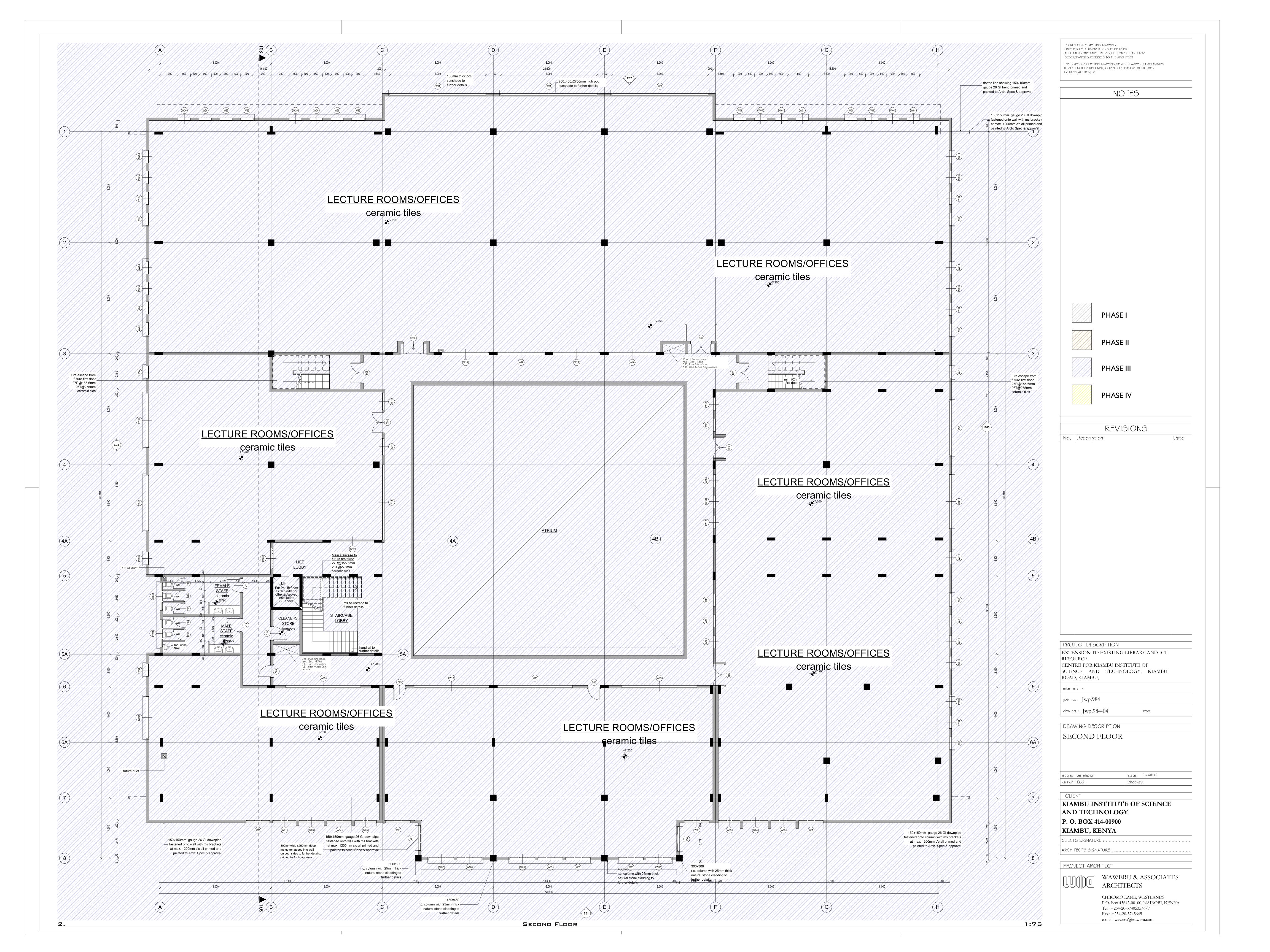
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	PC AND PROVISIONAL SUM				
A	Allow a sum of Ksh 600,000.00 (Kenya shillings Six				
A	Hundred thousand) only for contigencies				600,000.00
	Totals carried to summary page				600,000.00

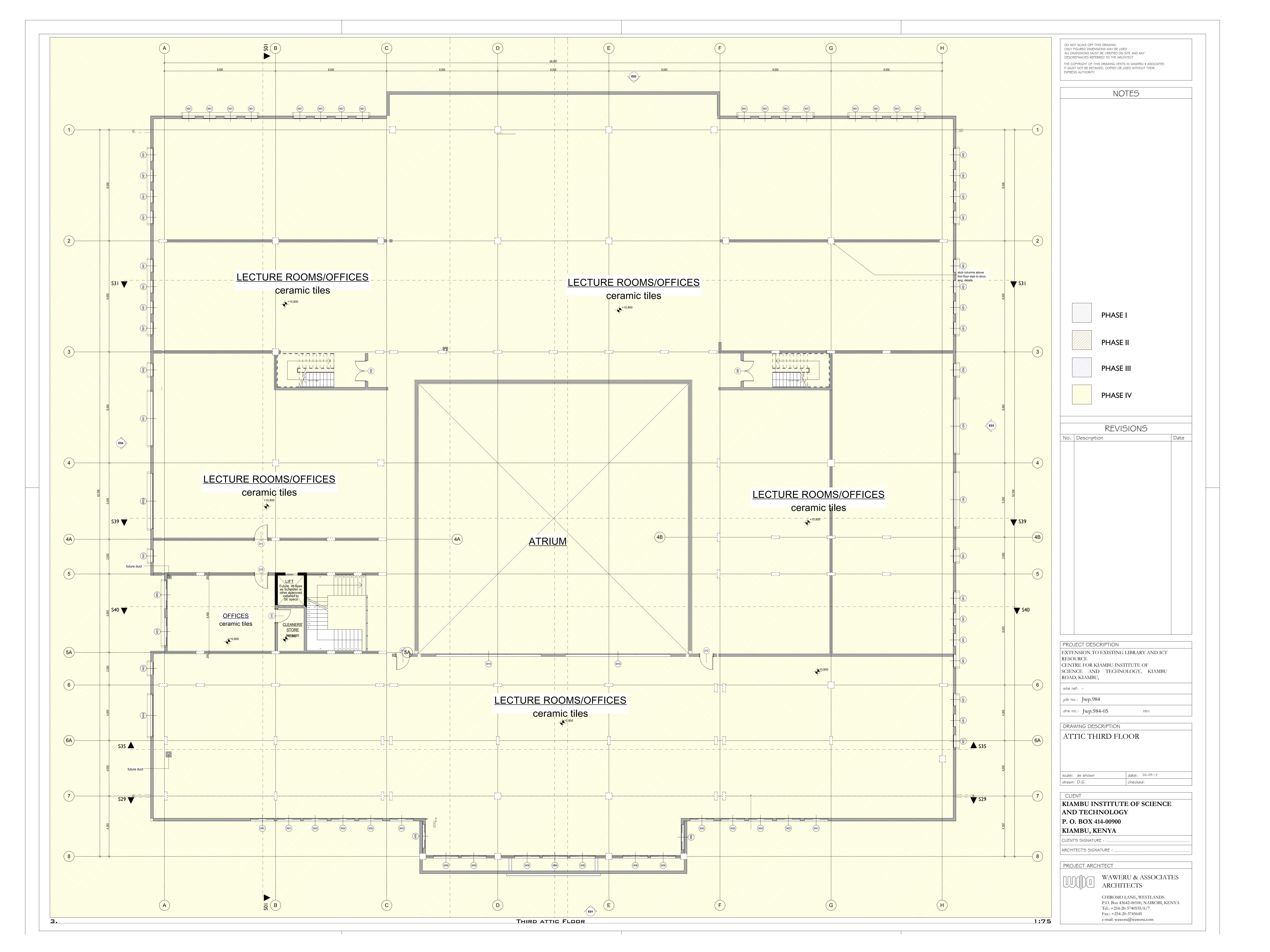
ITEM	DESCRIPTION	FOR	OFFICI	AL USE	AMOUNT
A	Preliminaries				
В	Mechanical, plumbing, internal drainage and fire fighting services				-
С	P.C and provisional sum				600,000.00
	TOTAL FOR MECHANICAL WORKS				
	Amount in words:				
	SUB Contractor	•••••			
	Address			•••••	
	Signature	Date			
	Witness		• • • • • • • • • • • • • • • • • • • •		
	Address				
	Signature Do	ate			

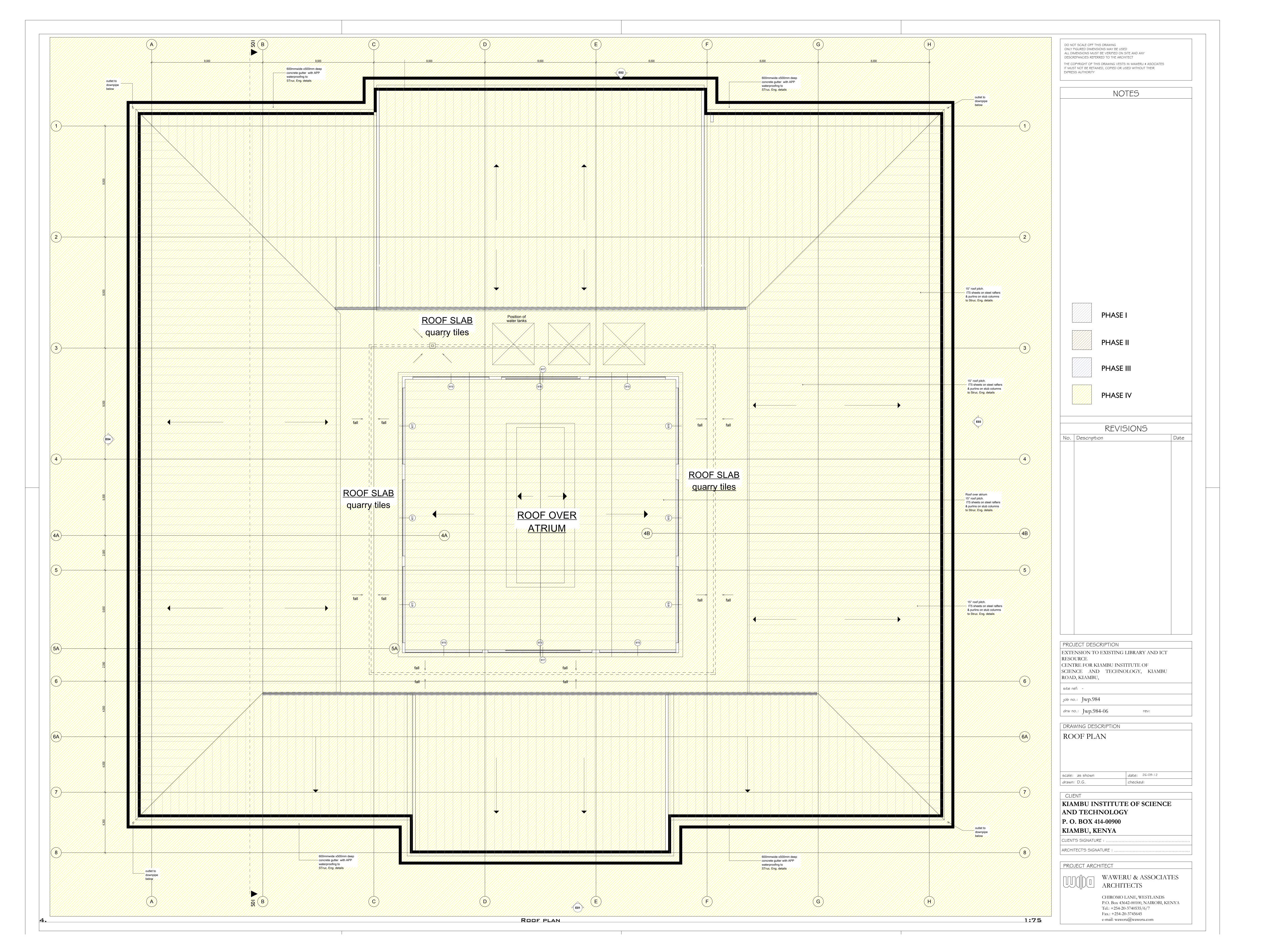


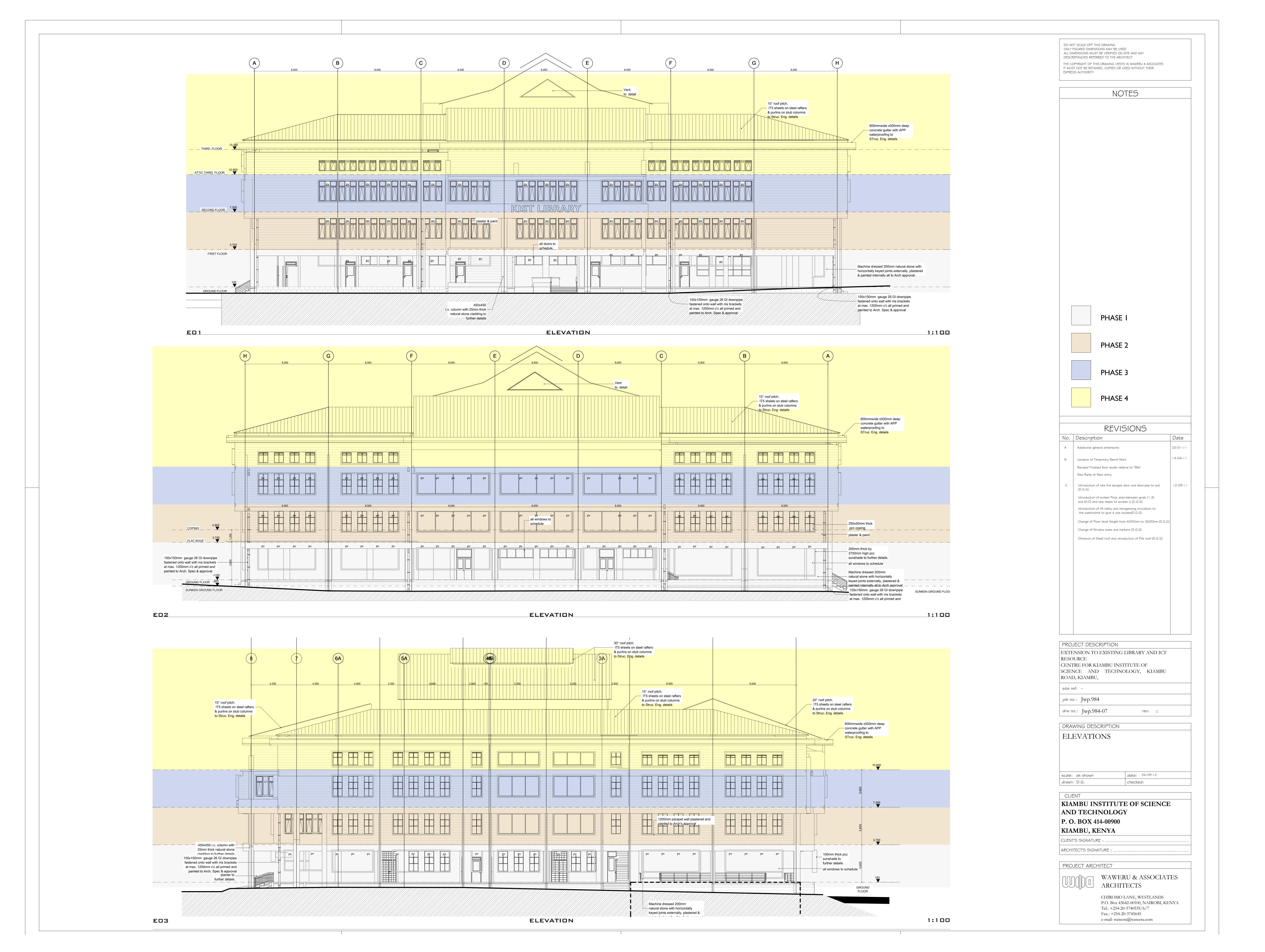


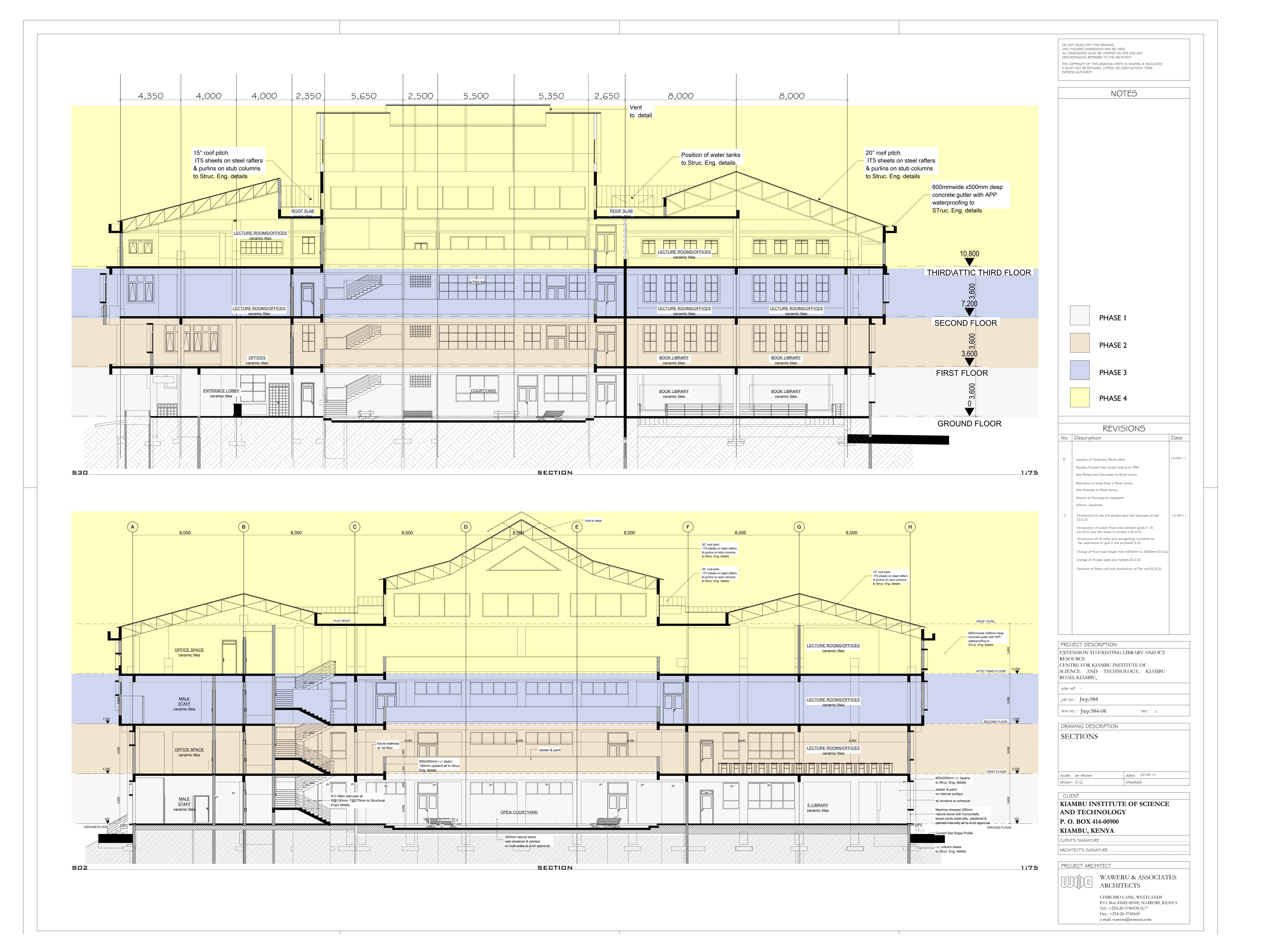














VIEW TO ENTRANCE AREA





FRONT VIEW



BACK VIEW

DO NOT SCALE OFF THIS DRAWING
ONLY FIGURED DIMENSIONS MAY BE USED
ALL DIMENSIONS MUST BE VERIFIED ON SITE AND ANY
DESCREPANCIES REFERRED TO THE ARCHITECT THE COPYRIGHT OF THIS DRAWING VESTS IN WAWERU \$ ASOCIATES IT MUST NOT BE RETAINED, COPIED OR USED WITHOUT THEIR EXPRESS AUTHORITY

NOTES

REVISIONS No. Description

PROJECT DESCRIPTION EXTENSION TO EXISTING LIBRARY AND ICT CENTRE FOR KIAMBU INSTITUTE OF SCIENCE AND TECHNOLOGY, KIAMBU ROAD, KIAMBU, site ref: -Job no.: Jwp.984 drw no.: Jwp.984-09 DRAWING DESCRIPTION IMAGES

CLIENT KIAMBU INSTITUTE OF SCIENCE AND TECHNOLOGY P. O. BOX 414-00900

KIAMBU, KENYA CLIENT'S SIGNATURE : ARCHITECT'S SIGNATURE :

PROJECT ARCHITECT



scale: as shown

drawn: D.G.

WAWERU & ASSOCIATES WAWERU & AS ARCHITECTS

date: 26-09-12

CHIROMO LANE, WESTLANDS P.O. Box 43642-00100, NAIROBI, KENYA Tel.: +254-20-3740535/6/7 Fax.: +254-20-3745645 e-mail: waweru@waweru.com