REPUBLIC OF KENYA



COUNTY GOVERNMENT OF LAIKIPIA DEPARTMENT OF INFRASTRUCTURE

TENDER FOR THE

PROPOSED DISPENSARY

 \mathbf{AT}

KAPTITO

<u>IN</u>

MARMANET WARD

LAIKIPIA COUNTY

PREPARED BY

ISSUED BY

D.K NGUKU COUNTY QUANTITY SURVEYOR D.M MUTURI AG. CHIEF OFFICER

TENDER INVITATION: 23RD APRIL, 2021 CLOSING DATE: 30TH APRIL, 2021.

CONSTRUCTION OF A DISPENSARY AT KAPTITO IN MARMANET WARD-LAIKIPIA COUNTY

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INSTRUCTIONS TO TENDERERS

1. General

- 1.1. The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.
- 1.2. Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
 - (a) copies of certificates of registration, and principal place of business;
 - (b) total monetary value of construction work performed for each of the last five years;
 - (c) experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information on these contracts;
 - (d) major items of construction equipment owned;
 - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
 - (f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor"s reports for the last five years;
 - (g) authority to seek references from the Tenderer"s bankers.
- 1.3. The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.4. The Tenderer, at the Tenderer"s own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer"s own expense.
- 1.5. The procurement entity"s employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.6. The price to be charged for the tender document shall not exceed Kshs.1,000
- 1.7. The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2. Tender Documents

- 2.1. The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause here below:-
 - (a) These instructions to Tenderers
 - (b) Form of Tender
 - (c) Conditions of Contract and Appendix to Conditions of Contract
 - (d) Specifications
 - (e) Drawings
 - (f) Bills of Quantities/Schedule of Rates (whichever is applicable)

- (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions
- 2.2. The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.
- 2.3. A prospective Tenderer making inquiry of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4. Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5. To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 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) The Tender;
 - (b) Tender Security;
 - (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
 - (d) Any other materials required to be completed and submitted by Tenderers.
- 3.3. The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.
- 3.4. The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5. The unit rates and prices shall be in Kenya Shillings.
- 3.6. Tenders shall remain valid for a period of one hundred and twenty (120) days from the date of submission. However, in exceptional circumstances, the Employer may request that the

Tenderers extend the period of validity for a specified additional period. The request and the Tenderers" responses shall be made in writing.

- 3.7. The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.8. The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.9. Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than seven (7) days prior to the deadline for submission of tenders.
- 3.10. The procuring entity shall reply to any clarifications sought by the tenderer within three (3) days of receiving the request to enable the tenderer to make timely submission of its tender.

4. Submission of Tenders

- 4.1. The tender duly filled and sealed in an envelope shall;-
 - (a) be addressed to the Employer at the address provided in the invitation to tender;
 - (b) bear the name and identification number of the Contract as defined in the invitation to tender; and
 - (c) provide a warning not to open before the specified time and date for tender opening.
- 4.2. Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.
- 4.3. The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.
 - Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.
- 4.4. Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.
- 4.5. The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

5. Tender Opening and Evaluation

- 5.1. The tenders will be opened in the presence of the Tenderers" representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2. The Tenderers" names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.
- 5.3. Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer"s officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4. As per the provisions of the Public Procurement and Asset Disposal Act, 2015 (Section 82) "The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity".
- 5.5. The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 5.6. Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.7. Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 5.8. Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 5.9. Preference where allowed in the evaluation of tenders shall not exceed 15%
- 5.10. To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.
- 5.11. The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

6. Award of Contract

6.1. The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.

- 6.2. Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
- 6.3. The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- 6.4. Subject to the regulations, a successful tenderer shall submit a performance security equivalent to not more than ten (10) per cent of the contract amount before signing of the contract.
- 6.5. The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within the period specified in the notification but not before fourteen (14) days have elapsed following the giving of that notification provided that a contract shall be signed within the tender validity period. No contract is formed between the person submitting the successful tender and the accounting officer of a procuring entity until the written contract is signed by the parties.
- 6.6. The parties to the contract shall have it signed on or soon after fourteen (14) days from the date of notification of contract award unless there is an administrative review request.
- 6.7. The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.8. The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

7. Corrupt and fraudulent practices

- 7.1. The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will engage in corrupt and fraudulent practices; and a declaration that the person or his or her sub-contractors are not debarred from participating in procurement proceedings in Kenya.
- 7.2. The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.

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7.3. Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks

being debarred from participating in public procurement in Kenya.

EVALUATION CRITERIA

PRELIMINARY EVALUATION

Interested Bidders must attach the following (MANDATORY REQUIREMENTS)

- 1. Duly Filled Form of Tender
- 2. Confidential Business Questionnaire
- 3. **Certified** Certificate of Registration/Incorporation
- 4. Valid and **certified Copy** of VAT/PIN certificate from KRA
- 5. Valid and certified Tax Compliance Certificate
- 6. **Certified** Copy of CR12 showing the list of directors
- 7. Current Single Business Permit issued by the COUNTY GOVERNMENT OF LAIKIPIA or any other County Government
- 8. **Certified NCA** 7 and above Registration Certificate and practicing licence
- 9. Tender should be accompanied by a bid bond of 2% from established approved insurance company/Bank which must remain valid for a period of at least 120 days from the date of the opening of the Tender.
- 10. Valid AGPO certificate for women

TECHNICAL EVALUATION

- Confidential Business Questionnaire (duly filled, 2.5 points; and duly signed 2.5 points) 5
 points
- 2. Form of Tender (duly filled, 2.5 points; duly signed and stamped, 2.5 points) 5 points
- 3. Sanctity of the Tender Documents (Bound, 2.5 points; Without corrections, 2.5 points) 5 points
- 4. Audited financial accounts for the last three (3) years (5 points for each year provided) − **15 points**
- 5. List of works of similar nature spanning up to the last three years (5 points for a service order, or a duly executed contract; 5 points for a certificate of completion or any other valid evidence of the completion; giving a total of 10 points for each works duly awarded and completed) **Maximum of 30 points** for up to three construction works previously done.
- 6. List of Personnel and their qualifications (Qualified site agent with at least a diploma in construction, 10 points; at least one Foreman with Trade Test in construction related areas, 5 points) **Maximum of 15 points**

- 7. NCA 7 and above (10 points)
- Local Preference as evidenced by the location of the business as per the provided Single
 Business Permit (Laikipia 10 points; Other Counties 5 points; No Single Business Permit –
 no point)
- 9. Litigation History (Sworn Affidavit Provided **5 points**; Not provided **no point**)

Tenderers who shall have Technical Evaluation (TE) score above 60 points and above shall qualify for the financial evaluation.

SECTION III – CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. Definitions

- 1.1. In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;
 - "the Act" whenever used in this contract means the Public Procurement and Asset Disposal Act of 2015.
 - "Bills of Quantities" means the priced and completed Bill of Quantities forming part of the tender [where applicable].
 - "Schedule of Rates" means the priced Schedule of Rates forming part of the tender [where applicable].
 - "The Completion Date" means the date of completion of the Works as certified by the Employer"s Representative.
 - "The Contract" means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.
 - "The Contractor" refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.
 - "**The Contractor's Tender**" is the completed tendering document submitted by the Contractor to the Employer.
 - "The Contract Price" is the price stated in the Letter of Acceptance.
 - "Days" are calendar days; "Months" are calendar months.
 - "A Defect" is any part of the Works not completed in accordance with the Contract.
 - "The Defects Liability Certificate" is the certificate issued by Employer"s Representative upon correction of defects by the Contractor.
 - "The Defects Liability Period" is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.
 - "**Drawings**" include calculations and other information provided or approved by the Employer"s Representative for the execution of the Contract.
 - "Employer" Includes National or County Government administration, Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

- "**Equipment**" is the Contractor"s machinery and vehicles brought temporarily to the Site for the execution of the Works.
- "Site" means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.
- "Materials" are all supplies, including consumables, used by the Contractor for incorporation in the Works.
- "Employer's Representative" is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.
- "Specification" means the Specification of the Works included in the Contract.
- "Start Date" is the date when the Contractor shall commence execution of the Works.
- "A Subcontractor" is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.
- "**Temporary works**" are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.
- "A Variation" is an instruction given by the Employer's Representative which varies the Works.
- "The Works" are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

2. Contract Documents

- 2.1. The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;
 - (1) Agreement,
 - (2) Letter of Acceptance,
 - (3) Contractor's Tender,
 - (4) Conditions of Contract,
 - (5) Specifications,
 - (6) Drawings,
 - (7) Bills of Quantities or Schedule of Rates [whichever is applicable)

3. Employer's Representative's Decisions

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

4. Works, Language and Law of Contract

- 4.1. The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer"s Representative, and complete them by the Intended Completion Date.
- 4.2. The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

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

6. Work Program and Sub-contracting

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

7. The site

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

8. Instructions

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

9. Extension of Completion Date

- 9.1. The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.
- 9.2. For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

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

10. Management Meetings

- 10.1. A Contract management meeting shall be held regularly and attended by the Employer"s Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer"s Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer"s Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.
- 10.2. Communication between parties shall be effective only when in writing.

11. Defects

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

12. Bills of Quantities/Schedule of Rates

- 12.1. The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.
- 12.2. Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13. Variations

- 13.1. The Contractor shall provide the Employer"s Representative with a quotation for carrying out the variations when requested to do so. The Employer"s Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.
- 13.2. If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3. If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the

Employer"s Representative"s own forecast of the effects of the variation on the Contractor"s costs

14. Payment Certificates and Final Account

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

i. Advance payment	N/A
ii. First stage (at least 30% of works done) N/A
iii. Second stage (at least 60% of works do	ne) N/A
iv. Third stage (at least 90% of works done	e) N/A

- v. In any of the above circumstances, and where applicable and approved, the Employer shall accept **a maximum of one** (1) partial payment request from the Contractor during the entire duration of the contract.
- 14.2. Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.
- 14.3. The Contractor shall supply the Employer"s Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer"s Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor"s account if it is correct and complete. If it is not, the Employer"s Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer"s Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.
- 14.4. If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15. Insurance

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

16. Liquidated Damages

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

17. Completion and Taking Over

17.1. Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed. The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

18. Termination

- 18.1. The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;
 - (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
 - (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
 - (c) a payment certified by the Employer s Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.
 - (d)the Employer"s Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.
- 18.2. If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

19. Payment Upon Termination

- 19.1. The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.
- 19.2. The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer"s Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.
- 19.3. Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefor the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

20. Corrupt Gifts and Payments of Commission

- 20.1. The Contractor shall not;
 - (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.
 - (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21. Settlement of Disputes

21.1. Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applyin

21.2. APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: COUNTY GOVERNMENT OF LAIKIPIA - DEPARMENT OF MEDICAL

SERVICES & PUBLIC HEALTH

Address: P.O BOX 1271-10400 NANYUKI

Name of Employer"s Representative:

Chief Officer, Department of Infrastructure; or a representative designated by him/her in writing, and copied to both the contractor and the employer. The Employer's Representative shall be the PROJECT MANAGER.

The name (and identification number) of the Contract CONSTRUCTION OF THE PROPOSED

DISPENSARY AT KAPTITO

The Works consist of:

- (a) Preliminary works
- (b) Builder"s works

The Start Date shall be AS PER CONTRACT DOCUMENT.

The Intended Completion Date for the whole of the Works shall be **12 WEEKS AFTER SIGNING OF CONTRACT.**

The Site Possession Date shall be **AS SIGNED IN THE CONTRACT**The Site is located at Kaptito **dispensary**

The Defects Liability Period is: **180 days** (**6months**). During this period the employer shall retain 10% of the total tender sum. The contractor shall be required to make good any defects that arise due to poor workmanship of the contractor or manufacturers defect. The employer shall reserve the right to remedy the defects and charge the contractor.

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

The Head of Supply Chain Management, County Government of Laikipia P.O Box 1271 – 10400, NANYUKI.

The tender opening date and time is 30TH APRIL, 2021 12:00 P.M

RESERVED AMOUNT

The amount Reserved for this particular Work approximately -----

TENDER SECURITY

Tender Security is an amount not exceeding of 2% of Contract Price). In this case, the amount shall be fixed at --- (Not applicable for Youth, Women and People with Disability).

PERFORMANCE SECURITY

The amount of the Performance Security is stated in law (Public Procurement and Asset Disposal Act, 2015) as an absolute amount not exceeding 10% of the Contract Price.

It shall be **KSh** ---- bank guarantee from a reputable local bank and, as per the applicable law, must be provided before the signing of the Contract.

If the contractor chooses to utilise a performance bond from an insurance company, then it shall be up to 30% of the Contract Price; and in this case shall be fixed at a value of **KSh** ----

In case the contract is not fully or well executed, the performance security shall unconditionally be fully seized by the procuring entity as compensation without prejudice to other penalties provided for by the Act.

The Performance Securities may be waived or fixed at not more than one per cent of the contract price reserved for the works reserved for women, youth, persons with disabilities and other disadvantaged groups,

LABOUR

Unskilled labor shall be sourced from the locality of the project.

At least 30% of the labor force shall comprise of youth, women and persons living with disability.

MATERIALS;

The contractor is encouraged to use as much local available material as possible without compromising quality. All materials delivered to site will be deemed to be the property of the employer and permission will be required from the employer before their removal from site.

SECURITY:

Security of the materials on site will remain the responsibility of the contractor until the project is completed, tested, commissioned and handed over. All insurance costs shall be borne by the contractor and any loss of materials shall be replaced by the contractor.

INSURANCE:

The tenderer shall ensure a workman compensation insurance policy is in place before commencement of work.

CONCRETE;

All reinforced concrete shall be vibrated.

Supply and Install.

It shall be assumed that all materials supplied shall be installed and used to construct the specified infrastructure to working condition. The contractor shall be deemed to have completed the contract works when they provide a "Working System".

Where Sub-contract agreements exist, they shall be declared and shall form part of the contract. The County Government shall be the arbitrator in the event of any disputes between the Contractor and the Sub-Contractor and the decision of the arbitrator shall be final. The arbitrator can direct payments be made directly to sub-contractors, if need be.

Before commencement of work the contractor shall **submit work plans** for the project to be approved by the department before taking over the site.

The site shall be handed over to the contractor within one week of signing the Contract Agreement. The Contractor shall complete the project within the contract period. Any delay in completion shall attract the employer to charge for **Liquidated Damages.**

The penalties shall be charged at KSh 5,000 per day (contracts up to Kes.5 Million), KSh 10,000 per day (contracts 5M-10M) KSh 20,000 per day (Contracts above 10M)

Upon Completion of work the contractor shall **prepare and submit "as built" drawings** at the contractor "s cost that indicate the layout of the final installation.

SECTION IV - SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES

I. SPECIFICATIONS

Notes for preparing Specifications

- 1.0 Specifications must be drafted to present a clear and precise statement of the required standards of materials, and workmanship for tenderers to respond realistically and competitively to the requirements of the Employer and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be permanently incorporated in the Works be new, unused, of the most recent or current models and incorporating all recent improvements in design and materials unless provided otherwise in the Contract.
- 2.0 Specifications from previous similar projects are useful and may not be necessary to re-write specifications for every Works Contract.
- 3.0 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.

II. DRAWINGS

NOTE:

- 1. A list of the Contract Drawings should be inserted here.
 - a. The drawings include:
 - i. Floor Plan
 - ii. Elevations
 - iii. Section view, and
 - iv. Perspective view
- 2. The actual Contract Drawings including Site plans should be annexed in a separate booklet

III. BILL OF QUANTITIES/SCHEDULE OF RATES

Notes for preparing Bills of Quantities

The objectives of the Bills of Quantities are;

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

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

Notes for preparing Schedule of Rates

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

The objectives of the Schedule of Rates are;

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

In order to attain these objectives, Works should be itemized in the Schedule of Rates in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of Schedule of Rates should be as simple and brief as possible. Measurement of Work executed after every agreed stage should be done and the quantities so obtained used alongside the rates in the schedule to arrive at interim valuation [for each stage] and the final valuation.

PREAMBLE TO BILL OF QUANTITIES

- 1. These bills of quantities shall form part of the contract documents and are to be read in conjunction with the instruction to bidders" general, special conditions of contract, technical specifications, technical drawings and other contract documents.
- 2. There is no guarantee to the contractor that he will be required to carry out the quantities of work indicated under anyone particular item or group of items in the bills of quantities, though on the contract as a whole the quantities are believed to represent the overall value of the work to be carried out.
- 3. The prices and rates inserted in the bills of quantities will be used for valuing the work executed and the engineer will measure the whole of the works in accordance with the contract.
- 4. The quantities in the bill of quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the contractor and verified by the engineer and valued at the rates and prices bid in the priced bill of quantities, where applicable, and otherwise at such rates as the engineer may fix within the terms of the contract.
- 5. The rates in the bill of quantities shall include all contractual plant, labour, supervision, materials erection, maintenance, insurance, profit, taxes and duties, together with all general risks liabilities, and obligations set out or implied in the contract.
- 6. A rate or price shall be entered against each item in the priced bill of quantities whether quantities are stated or not. The cost of items which the contractor as failed to enter a rate or price shall be deemed to be covered by the other rates and prices entered in the bill of quantities.
- 7. The whole cost of complying with the provisions of the contract shall be included in the items provided in the bill of quantities, and where items are not provided, the cost shall be deemed to be distributed among the rates and prices entered in the related items of work.
- 8. Provisional sums included and so designated in the bill of quantities shall be expended in whole or in part at the direction and discretion of the engineer.
- 9. The method of measurement of completed work for payment shall be in accordance with the standard method of measurement of civil works.

BILLS OF QUANTITIES

COUNTY GOVERNMENT OF LAIKIPIA

DEPARTMENT OF INFRASTRUCTURE

BILL OF QUANTITIES FOR THE CONSTRUCTION DISPENSARY AT KAPTITO

Supplied as part of the contract for: The Proposed construction as above

PREPARED AND ISSUED BY:-

The Chief Officer,
Department of infrastructure,
P. O. Box 1271-10400
NANYUKI

	entered into on theday of by the undersigned parties, refers to these Bills of
	ered from page (i),the Ministry of Works general amendments thereto issued since the date of
(CONTRACTOR)	THE CHIEF OFFICER
	MEDICAL SERVICES & PUBLIC HEALTH
	COUNTY GOVERNMENT OF LAIKIPIA
Date:	Date:

SPECIAL NOTES

The contractor is required to check the pages of these Bills of Quantities together with all collections and summaries and should he find any missing or should the contractor be in doubt of the precise meaning of any items of figures, for any reason whatsoever, he must inform the assigned **PROJECT MANAGER** in order that the correct meaning may be decided before the date for submission of Tenders.

No liability will be admitted or claim allowed in respect of errors in the contractors tender due to mistakes in the Bills of Quantities which should have been rectified in the manner described above.

The Bills of Quantities, the General Specifications and Drawings shall be read and construed together and wherever descriptions in the Bills of Quantities do not agree with descriptions in the General Specifications and Drawings then the Bills of Quantities shall override the others and whenever the Drawings do not agree with General Specifications the Drawings shall override the General Specifications.

In the event of any discrepancies arising between the Bills of Quantities and 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.

ITEM	DESCRIPTION	KSHS
	PARTICULAR PRELIMINARIES	
A	PRICING ITEMS OF PRELIMINARIES	
	Prices SHALL BE INSERTED against items of "preliminaries" in the tenderer"s priced Bills of Quantities. The contractor is advised to read and understand all preliminary items. In the event that an item is not priced the cost is deemed to be included in the measured works/Bills of Quantities.	
	This is a FULL contract and the prices inserted against the various items shall be for all expenses required for the proper execution of the works.	
В	DESCRIPTION OF THE WORKS	
	The works to be carried out under this contract involves construction of dispensary as described. This includes but is not limited to all associated builders works, as may be instructed.	
C	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	LOCATION OF SITE The site for the proposed works is at Kaptito dispensary . The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor"s failure to do so will be entertained.	
	Carried to collection	

TENDER VALIDITY PERIOD 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 **TENDER SECURITY (N/A)** Bid bond/Tender security, which must be from an established bank or insurance company, shall remain valid for a period of One Hundred and Fifty (150) days from the date of Tender Opening i.e. Thirty (30) days beyond the Tender Validity Period. \mathbf{C} **DEMOLITIONS AND ALTERATIONS** The Contractor is to allow for all temporary protection required during the works including ordinary and special dust screens, hoardings, barriers, warning signs, etc as directed by the Project Manager and as necessary for the adequate propping and protection of existing property, finishes, workmen employed on the site, employer's agents and the public. Any damage or loss incurred due to the insufficiency of such protection must be made good by the Contractor. All protective devices are to be removed on completion of the works and any loss or damage made good to the satisfaction of the Project Manager The works shall be propped, strutted and supported as necessary before any alteration or demolition work commences. Prices shall include for all cleaning and preparatory work to structure and finishes and for making good to all finishes on completion whether or not specifically described. Unless described as set aside for re-use all arising debris and surplus materials shall be carefully removed from building and carted away from site. The Contractor shall be entirely responsible for any breakage or damage which may occur to materials required for re-use during their removal unless it is certified by the Project Manager that such damage or breakage was inevitable as a result of the condition of the item concerned **CLEARING AWAY** D The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works. remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager. Carried to collection

A	CLEARING AWAY CTD The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.	
В	CLAIMS 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 a claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claim shall be entertained upon the expiry of the said contact period.	
C	PAYMENTS The tenderer"s attention is drawn to the fact that the GOVERNMENT DOES NOT MAKE ADVANCE PAYMENTS but 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 at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said elements	
D	PREVENTION OF ACCIDENT, DAMAGE OR LOSS	
	The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is thus instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site.	
E	WORKING CONDITIONS The Contractor shall allow in his rates for any interferance that he may encounter in the course of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the station will be operating as usual during the course of the contract.	
F	SIGNBOARD 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	

A	LABOUR CAMPS	
	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	MATERIALS FROM DEMOLITIONS	
	Any materials arising from demolitions and not re-used shall become the property of the Government of Kenya.	
C	PRICING RATES The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.	
D	SECURITY The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.	
E	URGENCY OF THE WORKS	
	The Contractor is notified that these "works are urgent" and should be completed within the period stated in these Particular Preliminaries.	
	The Contractor shall allow in his rates for any costs he/ she deems that he/she may incur by having to complete these works within the stipulated contract period.	
F	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.	
G	EXISTING 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.	
	Carried to collection	

A	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 Contractors progress in relation to the progress chart and should it be found necessary the "PROJECT MANAGER" shall inform the Contractor in writing that his actual performance on site is not satisfactory. 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	PERFORMANCE BOND	
	A bond of 5 % of the contract sum will be required in accordance with clause 6.00 on award of contract of the Instructions to Tenderer"s. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank.	
C	TENDER DOCUMENTS	
	Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer"s 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 invitation to tender.	
	Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the invitation to tender. Tenders delivered/received later than the above time will not be opened.	
	Carried to collection	

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 1 st September, 1993 which requires payment of VAT on all contracts. The Contractor should therefore include allowance in his rates and prices for prices for VAT and any other Government taxes currently in force.	
	The tenderer is advised that in accordance with Government public notice No. 35 & 36 Dated 11 th September 2003 operational from 1 st October 2003, VAT will be deducted against the contract sum at the prevailing rate by the Employer and remitted directly to the Commissioner of VAT through all interim certificates. It should however be noted that this is not additional tax but a new mode of payment for VAT, any excess payment will be refundable once the Contractor has submitted monthly returns to the Commissioner of VAT who will do the refunds when satisfied that the VAT regulations have been complied with.	
	NB :V.A.T. shall not be included in the rates but shall be given as a percentage in the grand summary page.	
	Carried to collection	
	1	

	PARTICULARS OF INSERTIONS TO BE M CONTRACT AGREEMENT	ADE IN APPENDIX TO	
	The following are the insertions to be made in the	e appendix to the Contract	
Agreement: -			
Period of Final Measurement; 3 Months From Practical Completion			
	Defects Liability Period; 6 Months from Practical Completion		
Date for Possession; To be agreed with the Project Manager			
Date for Completion; 12 Weeks from date of Possession			
	Liquidated and Ascertained damages; At the rapart thereof	ate of Kshs 20,000 per week or	
	Prime cost sums for which		
	The Contractor desires to tender		
	Period of Interim Certificates	Monthly	
	Period of Honouring Certificates	30 days	
	Percentage of Certified Value Retained	10%	
	Limit of Retention Fund	10%	
	Carried to collection		
	COLLECTION		
	Brought forward from page 27		
	Brought forward from page 28		
	Brought forward from page 29		
	Brought forward from page 30		
	Brought forward from page 31		
	Brought forward from page 32		
	Brought forward from above		

	GENERAL PRELIMINARIES	
A	PRICING ITEMS OF PRELIMINARIES AND PREAMBLES	
Λ	Prices will be inserted against items of Preliminaries in the Contractor's	
	priced B	
	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. Value Added Tax (V.A.T.) shall not be included in the	
	individual prices but shall be given as a percentage in	
	the grand summary page.	
В	ABBREVIATIONS	
	Throughout these Bills, units of measurement and terms are abbreviated	
	and shall be all the requirements for the proper execution of the whole of the	
	works in the Contract.	
	C.M. Shall mean cubic metre	
	C.M. Shan mean cubic metre	
	O.M. O111	
	S.M. Shall mean square metre	
	7.16	
	L.M. Shall mean linear metre	
	MM Shall mean Millimetre	
	Kg. 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.	
С	EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT	
	Attendance; Clause B19(a) of the Standard Method of Measurement is	
	deleted and the following clause is substituted:-	
	Attendance on nominated Sub-Contractors shall be given as an item in	
	each case shall be deemed to include: allowing use of standing scaffolding, mess	
	rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for	
	storage of plant and materials; providing light and water for their work: clearing	
	away rubbish; unloading checking and hoisting: providing electric power and	
	removing and replacing duct covers, pipe casings and the like necessary for the	
	execution and testing of Sub- Contractors' work and being responsible for the	
	accuracy of the same.	
	Fix Only:-	
	"Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated),pay all demurrage charges, load and transport to site where	
	necessary, unload, store, unpack, assemble as necessary, distribute to	
	position, hoist and fix only.	
	Total to collection	

A	EMPLOYER	
	The "Employer" is the county Government of Laikipia	
	The term "Employer" and "Government" wherever used in the contract document shall be synonymous	
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 county Government.	
С	ARCHITECT	
	The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of infrastructure.	
D	QUANTITY SURVEYOR	
	The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of infrastructure.	
E	ELECTRICAL ENGINEER	
	The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry ofinfrastructure.	
F	MECHANICAL ENGINEER	
	The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of infrastructure.	
G	STRUCTURAL ENGINEER	
	The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Ministry of infrastructure.	
	Total to collection	
L		<u>. </u>

A	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	
	Conditions of Contract	
	These are numbered from 1 to 37 as set out in pages 18 to 38 of these tender documents.	
	Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities	
В	BOND.	
	The Contractor shall find and submit on the Form of Tender and approved bank and whowill be willing to be bound the county Government in and 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 isofar as may be stated otherwise herein and except for such items specifically and only required 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.	
D	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.	
Е	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 ensure they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.	
F	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	
	Total 4a1141	_
	Total to collection	

Α	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.	
В	SAMPLES	
Ь	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 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.	
С	GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.	
	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.	
D	SECURITY OF WORKS ETC.	
D	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.	
	Total to collection	

A	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	
В	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	
С	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.	
D	ACCESS TO SITE AND TEMPORARY ROADS. Means of access to the site shall be agreed with the PROJECT MANAGER prior to 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 workmenas may be required for the complete execution of the works including 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, culverts, bridges, etc. and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER.	
E	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	
F	OFFICE ETC. FOR THE PROJECT MANAGER The contractor shall provide, erect and maintain where directed on site and afterwards dismantle a site office of the type noted in the particular preliminaries or as directed 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.	
	Total to collection	

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. 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 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. D 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. 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. 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. Total to collection

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"

PADJUSTMENT OF P.C. SUMS. Ctd......

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.

C 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. 13of 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.

D 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. 20 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".

E 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.

F 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.

executed at rates provided in these bills.	
Total to collection	

INSURANCE The Contractor shall insure as required in Clause 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. 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. 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. D BLASTING OPERATIONS 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. 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. Total to collection

A	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.	
В	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.	
С	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	
_	CDNDDAL CDDCIDICATION	
D	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, 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.	
E	TRAINING LEVY	
	The Contractor's attention is drawn to legal notice No. 237 of October, 1971, 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. 50,000.00 in value.	
F	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.	
G	HOARDING The Contractor shall enclose all the site under construction with a hoarding 2400 mm high consisting of iron sheets gauge 30 on 100 x 50 mm 2nd grade treated sawn cypress timber posts firmly secured at 1800 mm centres with two 75 x 50 mm 2nd grade treated sawn cypress timber rails. 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.	
	Total to collection	

В	CONTRACTOR'S SUPERINTENDENCE/SITE AGENT The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract. NEMA LICENSE Allow for ENVIRONMENTAL IMPACT ASSESSMENT to be paid to the consultant	
	Total to collection	
	<u>COLLECTION</u>	
	Brought forward from page 34 Brought forward from page 35	
	Brought forward from page 36	
	Brought forward from page 37	
	Brought forward from page 38	
	Brought forward from page 39	
	Brought forward from page 40	
	Brought forward from page 41	
	Brought forward from 42 Brought forward from above	
	TOTAL FOR GENERAL PRELIMINARIES TO GRAND SUMMARY	

SECTION V- STANDARD FORMS

List of Standard Forms

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

FORM OF INVITATION FOR TENDERS

	[date]
To:	[name of Contractor]
	[address]
Dear Sirs:	
Reference:	[Contract Name]
You have been prequalified to tender f	or the above project.
We hereby invite you and other prequacompletion of the above Contract.	alified tenderers to submit a tender for the execution and
A complete set of tender documents m	ay be purchased by you from
[mailing a	ddress, cable/telex/facsimile numbers].
Upon payment of a non-refundable fee	e of Kshs
All tenders must be accompanied bysecurity in the form and amount specif	number of copies of the same and a tender ried in the tendering documents, and must be delivered to
	[address and location]
at or beforein the presence of tenderers" representa	(time and date). Tenders will be opened immediately thereafter, atives who choose to attend.
Please confirm receipt of this letter imm	mediately in writing by cable/facsimile or telex.
Yours faithfully,	
	Authorised Signature
	Nama and Title

FORM OF TENDER

TO	:[Name of Employer]	[Date]
	[Name	of Contract]
Dea	ar Sir,	
1.	In accordance with the Conditions of Contract, Specification Quantities/Schedule of Rates for the execution of the above undersigned offer to construct, install and complete such Witherein for the sum of KShs. Shillings [Amount in words]	e named Works, we, the Vorks and remedy any defects
2.	We undertake, if our tender is accepted, to commence the We possible after the receipt of the Employer's Representative's no complete the whole of the Works accomplished in the Contract Appendix to Conditions of Contract.	otice to commence, and to
3.	We agree to abide by this tender until binding upon us and may be accepted at any time before that d	
4.	Unless and until a formal Agreement is prepared and executed written acceptance thereof, shall constitute a binding Contract	
5.	We understand that you are not bound to accept the lowest or a	ny tender you may receive.
	Dated this day of20	
	Signaturein the capacity of	
	duly authorized to sign tenders for and on behalf of	
	[Name o	f Tenderer] of
	[Address of Tender	er]
	Witness; Name_	
	Address	
	Signature	
	Date(Amend accordingly if provided by Insurance	re Company)

LETTER OF ACCEPTANCE[Letterhead paper of the Employer]

	[date]
To:	
To:	
[address of the Contractor]	
Dear Sir,	
This is to notify you that your Tender dated	d
for the execution of	umber, as given in the Tender documents]
for the Contract Price of Kshs.	[amount in figures][Kenya
Shillings	(amount in words)] in accordance with the
You are hereby instructed to proceed with Contract documents.	the execution of the said Works in accordance with the
Authorized Signature	
Name and Title of Signatory	
Attachment: Agreement	

FORM OF AGREEMENT

THIS AGREEMENT, made the	day of	20
THIS AGREEMENT, made thebetween	•	of [or whose registered office is
situated at]		
(hereinafter called "the Employer") of the or	ne part AND	
		of [or whose registered office
is situated at]		
(hereinafter called "the Contractor") of the o	ther part.	
WHEREAS THE Employer is desirous that	the Contractor execu	tes
(name and identification number of Contract at[Pla		
accepted the tender submitted by the Contracthe remedying of any defects therein for the	ctor for the execution	and completion of such Works and
[Amount in figures], Kenya Shillings		
[Amount in words].		

NOW THIS AGREEMENT WITNESSETH as follows:

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

The common Seal of				
Was hereunto affixed	in the presence of			
Signed Sealed, and De	elivered by the said			
Binding Signature of 1	Employer			
Binding Signature of	Contractor			
In the presence of [i]	Name			
	Address			
	Signature			
[ii] Name				
Address				
Signature				

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

FORM OF TENDER SECURITY

WHEREAS	(hereinafter called "the Tenderer") has for the construction of
(name of Contract)	
at(hereinafter called "the Bank"), called "the Employer") in the sum of KShs	having our registered office are bound unto
THE CONDITIONS of this obligation are:	
1. If after tender opening the tenderer withdraws specified in the instructions to tenderers Or	his tender during the period of tender validity
2. If the tenderer, having been notified of the acc period of tender validity:	eptance of his tender by the Employer during the
(a) fails or refuses to execute the form of Agreem Tenderers, if required; or(b) fails or refuses to furnish the Performance Se Tenderers;	
	attiate his demand, provided that in his demand the him is due to him, owing to the occurrence of one or
This guarantee will remain in force up to and inc validity, and any demand in respect thereof should be a should be a specific or the should be a shou	
[date]	[signature of the Bank]
[witness]	

PERFORMANCE BANK GUARANTEE

To:	(Name of Employer)	(Date)
	(Address of Employer)	
Dear Sir,		
		Contractor") has undertaken, in pursuance te (hereinafter called
you with a Bank Guara	as been stipulated by you in the said antee by a recognised bank for the su oligations in accordance with the Cor	•
AND WHEREAS we l	have agreed to give the Contractor su	uch a Bank Guarantee:
of the Contractor, up to Shillings we undertake to pay yo	o a total of Kshs. ou, upon your first written demand a of Kenya Shillings thout your needing to prove or to sho	rantor and responsible to you, on behalf(amount of Guarantee in figures) Kenya(amount of Guarantee in words), and nd without civil or argument, any sum or(amount of Guarantee in ow grounds or reasons for your demand
We hereby waive the n presenting us with the	necessity of your demanding the said demand.	debt from the Contractor before
Works to be performed you and the Contractor	l thereunder or of any of the Contrac	ation of the terms of the Contract or of the et documents which may be made between y liability under this Guarantee, and we on.
This guarantee shall be	e valid until the date of issue of the C	Certificate of Completion.
SIGNATURE AND SI	EAL OF THE GUARANTOR	
Name of Bank		
Address		
Date(Amend accord	lingly if provided by Insurance Comp	pany)

PERFORMANCE BOND

By th	this Bond, We of (or	whose registered office is					
situat	nated at]						
as Pri	Principal (hereinafter called "the Contractor") and						
whose registered office is situated at] as Obligee (hereinafter called "the Employer") in the amount of Kshs	istered office is situated at]						
whose		of [or					
as Ob	Doingee (hereinarter caned the Employer) in the amount of						
Kshs.	ns[amount of Bond in fig	ures] Kenya Shillings					
Surety	rety bind themselves, their heirs, executors, administrators, succerally, firmly by these presents.	cessors and assigns, jointly and					
theret	reto, which to the extent herein provided for, are by reference m						
and fa shall be shall be perform	I faithfully perform the said Contract (including any amendmen Il be null and void; otherwise it shall remain in full force and ef Il be, and declared by the Employer to be, in default under the of formed the Employer's obligations thereunder, the Surety may	ts thereto), then this obligation fect. Whenever the Contractor Contract, the Employer having					
(1)	complete the Contract in accordance with its terms and con	ditions; or					
(2)	obtain a tender or tenders from qualified tenderers for subn completing the Contract in accordance with its terms and completing the Employer and the Surety of the lowest responsive te between such tenderer and Employer and make available as there should be a default or a succession of defaults under the completion arranged under this paragraph) sufficient funds	onditions, and upon determination nderer, arrange for a Contract s work progresses (even though the Contract or Contracts of					

the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

(3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

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

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

	to set his hand and affixed his seal, and the Surety orporate seal duly attested by the signature of his20
SIGNED ON	SIGNED ON
On behalf of	On behalf of
By	By
In the capacity of	In the capacity of
In the presence of; Name	In the presence of; Name
Address	Address
Signature	Signature
Date	Date

BANK GUARANTEE FOR ADVANCE PAYMENT

To:	[name of Employer]	(Date)
	[address of Employer]	
Gentlemen,		
Ref:		[name of Contract]
	ce with the provisions of the Conditions of Cont	ract of the abovementioned
Contract, W	Ve,	[name and Address
		nk guarantee to guarantee his proper and
	formance under the said Contract in an amount of	
Guarantee 1	n figurers] Kenya Shillings Guarantee in words].	
-	[bank or financial instantial instanti	stitution] as instructed by the Contractor
agree uncon	nditionally and irrevocably to guarantee as prima	ry obligator and not as Surety merely
without wha	t to [namatsoever right of objection on our part and without	ut his first claim to the Contractor, in the
	exceeding Kshs [a	
Shillings		[amount of
	n words], such amount to be reduced periodicall	y by the amounts recovered by you from
	s of the Contract.	
	agree that no change or addition to or other mod	
	as to be performed thereunder or of any of the Co	
release us fr	[name of Employer] [name of Employer] [name of Employer]	and the Contractor, shall in any way
	modification.	energy warve notice of any such change,
	g may be made by you under this guarantee until	we have received notice in writing from
_	advance payment of the amount listed above ha	
the Contract		1
This guaran	tee shall remain valid and in full effect from the	date of the advance payment under the
Contract un		(name of Employer) receives
full paymen	nt of the same amount from the Contract.	
Yours faith	fully,	
Signature an	nd Seal	
Name of the	e Bank or financial institution	
Date		
Witness:	Name:	
	Address:	
	Signature:	
	Signature: Date:	

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

1.1	Constitution Place of re	_	f tende	erer (attach copy or In	acorporation Certificate);
	Principal p	place of business			
	Power of a	attorney of signator	y of to	ender	
1.2			ructio	n work performed in	the last five years
Year		Volume			
		Currency	Valı	ıe	
1.3	the last fiv				lar nature and volume over r committed, including
Proj	ect name	Name of clien and contact person	t	Type of work performed and year of Completion	Value of Contract
1.4	informatio	n requested below.			rying out the Works. List all
	m of uipment	Description, Make and age (years)		Condition(new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)

	ition	Name	Years of experience (general)	Years of experience in proposed position
Proj	ject Manager			
		_		
(etc	.)			
1.6	-		e years: balance sheew and attach copies.	ets, profit and loss stateme
				qualification requirement pies of supportive docume
1.8	Name, address a reference if cont	-		mbers of banks that may p
1.9	Statement of cor Tenderers.	npliance with th	ne requirements of Cl	ause 1.2 of the Instruction
1.10	Proposed progra	m (work metho	d and schedule) for the	he whole of the Works.
	ntures			

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

TENDER QUESTIONNAIRE

Please fill in block letters.

1.	Full names of tenderer;	
2.	Full address of tenderer to which tender been appointed below);	correspondence is to be sent (unless an agent has
3.	Telephone number (s) of tenderer;	
4.	Telex of tenderer;	
5.	Name of tenderer"s representative to be period;	contacted on matters of the tender during the tender
6.		f any) to receive tender notices. This is essential if address in Kenya (name, address, telephone, telex);
		Signature of Tenderer
	Make copy and deliver to:	(Name of Employer)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 2 (c) 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
Plot No Street/Road.
Postal Address Tel. No email
Nature of Business
Current Trade License No Expiring Date
Maximum value of business which you can handle at any one time: K₤
Name of your bankers Branch
Are you an agent of the Kenya National Trading Corporation? YES/NO.
Part 2 (a) – Sole Proprietors:
Your name in full
Nationality Country of origin
*Citizenship details
Part 2 (b) – Partnership:
Give details of partners as follows:
Name Nationality Citizenship Details Shares
1
2
3
4
5
Part 2 (c) – Registered Company:
Private or public
State the nominal and issued capital of the company-
Nominal K£
Issued K£
Give details of all directors as follows:
Name Nationality Citizenship Details Shares
1
2
3
4
5
Date

^{*}If Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or Registration.

DETAILS OF SUB-CONTRACTORS

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

Failure to comply with this requirement may invalidate the tender. (1) Portion of Works to be sublet: Full name of Sub-contractor (i) and address of head office: Sub-contractor"s experience (ii) of similar works carried out in the last 3 years with Contract value: Portion of Works to sublet: (2) (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

[Signature of Tenderer)

PREAMBLES AND PRINCING NOTES

GENERALLY

All work is to be carried out in accordance with the ministry of public works.

General specification issued in 1976 as qualified or amended below.

The contractor shall maintain a copy in the PROJECT MANAGER'S office at all times.

<u>MANUFACTURERS NAME</u> and catalogue references are given as a guide to quality only

Alternative manufacture of equal quality will be accepted at the discretion of the PROJECT MANAGER

EXCAVATION

Prices are to include for excavating in all materials met with except rock as specified.

Prices are also to include for planking and strutting and for destroying all white ants in

the vicinity of the buildings.

CONCRETE WORK

All concrete work will conform to the "concrete specification for building in 1974"

issued by the structural department of ministry of roads and public works. All reinforced

concrete to be class 20 of the above specification and to be guaranteed strength as described.

Cover to Reinforcement: - unless other wise specified on the drawings cover to be

Foundations	50mm
Columns	40mm
Beams	25mm
Slabs	50mm

<u>Test cubes:</u> allowance must be included in the tender for the preparation of concrete test

cubes as required by the PROJECT MANAGER.

<u>Precast concrete works:-</u> prices are to included for handling reinforcement and for Kaptito dispensary/61

bedding in cement mortar; concrete will be class 20.

WALLING

<u>Concrete blocks:</u> all concrete walling blocks are to be described in the ministry of roads

and public works standard specification for metric concrete blocks issued in September

1972 bocks shall be type B, Medium Destiny and solid blocks shall have a destiny of not

less than 100kgm³.

Wall reinforced shall be hoop iron one layer per 90mm thickness and placed in bed joint

of alternate courses.

<u>Samples:</u> prices are to include for packing and sending samples blocks to approved testing laboratories

ROOFING

All roof materials shall be as specified in the bill of quantities and laid in accordance with

the Manufacturer's instructions.

CAPENTRY AND JOINERY

Cypress: the grading rules for cypress shall be the same as those for podocarpus.

Laminated plastic sheeting: shall be fixed with and approved waterproof adhesive.

<u>Prices of joinery:-</u> shall include for pencil rounded arises ;for protection against damage

and for bedding frames and cills in cement mortar.

<u>Plugged :-</u> shall mean drilling walling or concrete with masonry drill and filling with

proprietary plugs of the correct size: cutting with hammer and chisel will not be permitted.

IRONMONGER.

Shall be as specified in the bills of quantities ,or equal and approved. Prices must include

for removing and refining during and after painting ,for labelling all keys and for mixing with matching screws.

METAL WORK

<u>Structural steelwork:</u> shall comply with ministry public of works structural steel specification

1973.

Generally: all steelwork shall be cleaned free from rust and primed one coat of red lead

primer before being delivered to the site.

<u>Prices for metal windows :-</u> are to include for assembling parts, bedding and pointing in

mastic building in fixing lugs, and plugging as necessary.

PLASTER WORK AND OTHER FINISHES

<u>Generally:-</u> all plaster work and paving as described in the general specification and in these Bill of Quantities

<u>Terrazzo paving:</u> shall be as described for granolithic paving but using marble chipping and colour cement.

<u>Paving :-</u> prices are to include for brushing concrete clean, wetting and coating with

cement and sand grout 1:1

<u>Tyrolean rendering shall be in two coats</u>:- the first coat 10mm thick in gauged cement

mortar 1:4 (with 10% lime added to the cement) applied with a trowel and the second

coat in cement and sand 1:4 applied with tyrolean spraying machine in three layers to a total

thickness between 5and 10mm

<u>GLAZING</u>

Polished Plate Glass:- shall be generally grazing quality

<u>Prime Rebates:</u> prices are to include for priming rebates before placing putty. <u>Broken or Scratched Glass:</u> the contractor will be responsible at his own cost for

replacing any broken or scratched glass and handing over in perfect conditi PAINTING

Generally:- Note that the general contractor is to provide scaffolding for all trades

including painting

<u>Paint Category</u>:-shall be category "A" ministry of public works approved list and applied

in accordance with manufacturer's instructions.

<u>Prices</u>:- prices are to include for all preparatory work priming coats and for protecting

other works and for cleaning up on completion prices for painting on galvanized metal

are to include for mordant solution as necessary.

PLUMBING

<u>Generally;</u> all work shall be executed by an approved sub-contractor and in accordance with the general specification.

<u>Description;</u> the sizes given are the internal diameter. The words pipe and tube are

synonymous.

<u>Prices of pipes;</u> are to include for assembling and jointing parts plugging as necessary

and all joints to services and wastes or soil pipes.

DRAINAGE

All work to be executed by approved sub-contractors and in accordance with general specification.

ROADS AND CAR PARKS

All work must be supervised by an experienced roads engineer or foreman.

EXTERNAL WORKS

Prices of excavation are to include for keeping excavations dry for supporting sides.

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	PROPOSED CONSTRUCTION OF DISPENSARY- LAIKIPIA COUNTY				
	ELEMENT NO.1 SUBSTRUCTURES				
	<u>Excavations</u>				
A	Clear site of all shrubs and undergrowth including grubbing up of roots and dispose off as directed.	170	SM		
В	Excavate oversite average 150mm deep and cart away as directed	170	SM		
С	Excavate oversite to reduce levels commencing from stripped level not exceeding 1.50meters deep cart and spread 100metre away	51	СМ		
D	Excavate trenches for strip foundation not exceeding 1.5metres for reduced level	64	СМ		
Е	Excavate for column bases	1	CM		
F	Extra over excavation from rock in any position	4	СМ		
	Filling and carting away				
G	Return, fill and ram with selected and approved excavated material around excavations	34	CM		
Н	Load and cart away excavated materials from site	35	CM		
I	Hardcore filling in making up levels, exceeding 300mm thick in layers of 150mm maximum thickness.	33	СМ		
J	50 mm selected fine material to hardcore surfaces, well rolled and leveled to receive concrete	109	SM		
K	Apply "Termidor" or any other similar and approved anti termite chemical treatment on blinded surfaces.	109	SM		
L	500 gauge polythene sheeting with sides and end laps as described laid on blinded surfaces	134	SM		
	Plain concrete (1:4:8) in				
M	50mm Thick blinding to strip foundation	74	SM		
	Carried to Collection	<u> </u>	<u> </u>		

	Vibrated reinforced concrete grade 20/20 (1:2:4) in:				
A	Strip footing irrespective of depth	15	CM		
В	Column bases	1	СМ		
С	Column	0.5	CM		
D	150mm Thick ground bed/Ramp	134	SM		
	Sawn formwork to:				
Е	Sides of strip footing	38	SM		
F	Sides of column bases	4	SM		
G	Vertical sides of column	4	SM		
Н	Edges of floor bed 75 - 150mm high	58	LM		
	Steel reinforcement as described including cutting to length, bending and fixing including all necessary tying wires and spacing blocks (all provisional)				
I	12mm diameter bars	58	KG		
J	10mm diameter bar	276	KG		
K	8mm diameter bar Steel fabric mesh reinforcement to B.S. 4483	122	KG		
L	No. A 142 fabric weighing 2.22Kg/sm fixed in bed	134	SM	430	
	Carried to Collection				

	7				
	Natural stone walling in cement and sand (1:3) mortar and including reinforcing with 20 x 3mm thick hoop iron in every alternate course.				
A	200mm Thick walling	146	SM		
В	Extra walling in 400x400x1500mm high mason pier	18	NO		
	<u>Plinths</u>				
С	12mm thick cement and sand (1:3) render to plinths	26	SM		
D	Prepare and apply three coats bituminous paint to rendered plinths	26	SM		
Е	Allow for keeping the whole of the excavations free from all water; include for draining or other wise keeping all works free from water as necessary over the entire contract period	1	ITEM		
F	Allow for maintaining and upholding sides of excavations and keeping excavations clear of all fallen materials, rubbish etc	1	ITEM		
	Paving Slabs around building				
G	600 x 600 x 50mm thick precast concrete paving slabs bedded and jointed in cement and sand (1:4) mortar laid on and including 50mm thick sand bed	34	SM		
	Carried to Collection				
		<u> </u>			
	COLLECTION				
	FROM PAGE 65				
	FROM PAGE 66				
	FROM ABOVE				
	TOTAL FOR ELEMENT NO. 1				
	CARRIED TO SUMMARY				

	ELEMENT NO. 2				
	REINFORCED CONCRETE SUPERSTRUCTURE				
	Vibrated reinforced concrete grade 20/20 (1:2:4) in:				
A	Columns	0.5	CM		
В	Beams	6	CM		
	Sawn formwork to:				
C	Sides and soffites of beams	68	SM		
D	Sides of Column	6	SM		
	Steel reinforcement as described including cutting to length, bending, hoisting and fixing including all necessary tying wires and spacing blocks (all provisional)				
E	8mm Diameter bars	219	KG		
L	onini Dianetei bais	219	KO		
F	12mm Ditto	465	KG		
	TOTAL FOR ELEMENT NO. 2 CARRIED TO				
	(REINFORCED CONCRETE) SUMMARY				

	ELEMENT NO. 3				
	ELEVIENT NO.5				
	WALLING				
A	200 mm wide approved quality 3-ply bituminous felt damp proof course under walls	90	LM		
	Machine dressed natural stone walling from approved quarry in cement and sand (1:4) mortar reinforced with and including 25 x 3mm thick hoop iron in every alternate course				
В	200mm Thick walling externally	188	SM		
С	Extra walling in 400x400x2700mm high mason pier	18	NO		
	TOTAL FOR ELEMENT NO. 3 CARRIED TO				
	(WALLING) SUMMARY				

	ELEMENT NO.4					
	POOFING					
	ROOFING prepainted sheets; 28gauge; prepainted					
A	Roof covering; 150mm laps on one end and one and a half corrugation side lap; fixed to angle section purlins with and including J-bolts, nut and neoprene washers.	186	SM			
В	150mm dia. Half round ridge cap/valleys	38	LM			
	The following in pressure impregnated first grade cypress timber					
С	100 x 50mm Rafters	98	LM			
D	Ditto common rafters	64	LM			
Е	Ditto tie beams	68	LM			
F	Ditto king post	15	LM			
G	75x50 50mm struts and ties	160	LM			
Н	75x50mm Purlins	234	LM			
	Carried to Collection					

	ROOFING - (CONTINUED)				
	The following in second grade celcured and well seasoned cypress timber				
A	100 x 50 mm wall plate bolted to wall with and including 12mm diameter bolts 60mm long at 1000mm centres	61	LM		
В	200 x 50mm Ridge board	16	LM		
С	Bore hole in 50mm thick timber for 12mm diameter bolts	52	NO		
D	Make mortice in reinforced concrete for 12mm diameter bolts	52	NO		
	<u>Eaves</u>				
Е	25 x 100mm Tongue & Grooved boarding secret nailed to and including 50 x 50mm celcured wrot cypress bearers or brandering at 600mm centres	38	SM		
	Fascia Board				
F	225 x 25 mm thick wrot cypress fascia /barge boards fixed to end of rafters (m/s)	68	LM		
	Rain water goods				
	Heavy duty upvc gutters and down pipe as classic or equal and approved				
G	75 x 100mm gutter fixed to fascia boards (m/s) with and including approved brackets at 1000mm centres	64	LM		
Н	Extra over gutter for stopped ends	6	NO		
I	Ditto but for 100 mm diameter outlet	6	NO		
	Carried to Collection				

	ROOFING - (CONTINUED)				
	<u>Downpipe</u>				
A	75x75 mm diameter upvc downpipe fixed to wall with and including holder butts at 1000mm centres	12	LM		
В	Extra over downpipe for swanneck 1200mm long	4	NO		
C	Ditto horse shoe 300 mm long	4	NO		
	Decoration and painting				
	Knot, stain prepare and apply three coats oil gloss paint to:				
D	Fascias; 200 to 300mm girth; external	68	LM		
Е	Surfaces of eaves; over 300mm girth external	38	SM		
	Carried to Collection				
	COLLECTION				
	FROM PAGE 70				
	FROM PAGE 71				
	FROM ABOVE				
	TOTAL FOR ELEMENT NO. 4 CARRIED TO (ROOFING) SUMMARY				

	ELEMENT NO.5				
	DOORS				
	Mild steel Doors				
A	900 x 2400mm high mild steel pannel door comprising of 3 No. Size 300 x 800mm high and 3No. Size 300 x 450mm high including 900 x 200mm and 900 x 300mm high double plates complete with 100 x 50 x 3mm RHS framing and metal lugs including purpose made hanging and locking accessories once primed with red oxide primer before delivery to the site including three lever mortice steel lock as per 'Union' Ref 2277 or other equal and approved manufacturer.	8	NO		
	4mm Thick one way glass and glazing fixed with and including putty to steel windows				
В	Panes 0.1 - 0.5 square metres	3	SM		
	Flush door 50mm thick solid core standard flush door faced both sides with mahogany veneer and hardwood lipped all round in:				
С	Single leaf door; size 900 x 2100mm high comprising of 900 x 2100 mm high openable leaf faced both side with mahogany veneer and hardwood lipping	5	NO		
	Carried to Collection	l		I	

	Frames & Finishings				
	Wrot Mahogany or other equal and approved :-				
A	100mm x 50mm Frame with two labours plugged	33	LM		
В	45 x 38mm architrave	33	LM		
C	25mm diameter quadrant	33	LM		
	Supply and fix the following ironmongery with screws to match.				
D	2 Lever mortice lock and set furniture Ref.Union 2295.	5	NO.		
E	100mm Brass butts hinges	7.5	PRS		
F	40mm Diameter rubber door stops	13	NO.		
G	Fanlight Glazing 4mm Thick clear glass and glazing fixed with and including timber glazing beading; size 900 x 300mm high	5	NO		
	Carried to Collection				
	DOORS - (CONTINUED)				
Н	Painting Prepare and apply three coats wood preservative primer to backs of timber frame not exceeding 100mm girth	33	LM		
	Prepare and apply three coats of premium quality clear varnish as "Basco Paints - Duracoat" or "Crown Paints" to				
J	General surfaces of flush door	18	SM		
K	Surfaces between 200mm to 300mm girth	33	LM		
L	Ditto between 100mm to 200mm girth Prepare and apply three coats gloss oil paint to:	33	LM		
F	General surfaces of metal	36	SM		
	Carried to Collection			<u> </u>	

	COLLECTION				
	FROM PAGE 73				
	TROWTINGE 13				
	FROM PAGE 74				
	EDOM A DOME				
	FROM ABOVE				
	TOTAL FOR ELEMENT NO. 5 CARRIED TO				
	(DOORS) SUMMARY				
	ELEMENT NO.6				
	WINDOWS				
A	250 x 25mm Precast concrete window cill bedded and jointed	16	LM		
	with cement and sand (1:3) mortar	10			
	Supply & fix the following purpose made steel assement				
	Supply & fix the following purpose made steel casement window fabricated from standard sections complete with frames,				
	mullions and transomes including all necessary locking and window stays, screws and nuts once shop primed before				
	delivery to site				
В	Steel casement window size 1200 x 1500mm high.	11	NO		
D	Steel casement window size 600 x 600mm high.	2	NO		
	Burglar proofing.				
Е	Overall size 1200 x 1500mm high comprising of 25 x 6mm mild	20	SM		
	steel flat framing and 12mm diameter horizontal and vertical round bars at 125mm centres				
_	The following in wrot cypress				
F	225 x 25mm Pelmet top	15	LM		
G	125 x 25mm Pelmet fascia	15	LM		
		10			
Н	225 x 25mm Window board	15	LM		
	Carried to Collection	<u> </u>	I	I.	

	WINDOWS - (CONTINUED)				
A	50 x 50mm bearer plugged	15	LM		
В	225 x 100 x 25mm Pelmet box ends	22	NO		
C	Aluminium curtain rail	15	LM		
	4mm Thick one way glass and glazing fixed with and including putty to steel windows				
D	Panes 0.1 - 0.5 square metres	20	SM		
	4mm Thick obscure glass and glazing fixed with and including putty to steel windows				
Е	Panes 0.1 - 0.5 square metres	1	SM		
F	Prepare and apply three coats wood preservative primer to backs of timber frame not exceeding 100mm girth	15	LM		
G	Ditto 100 - 200mm girth	15	LM		
	Prepare and apply three coats gloss oil paint to surfaces of metal				
Н	Glazed surfaces; both sides (measured gross)	40	SM		
I	Ditto grilled surfaces; both sides (measured gross)	40	SM		
	Carried to Collection				
	COLLECTION				
	FROM PAGE 75				
	FROM ABOVE				
	TOTAL FOR ELEMENT NO. 6 CARRIED TO (WINDOWS) SUMMARY				

	ELEMENT NO. 7					
	EXTERNAL FINISHINGS					
A	Walls Extra over walling for smooth chisel dressing with flush pointed vertical joints and recessed horizontal joints	110	SM			
	12mm thick gauged lime (1:2:9) plaster to :					
В	Beams	18	SM			
	Prepare and apply three coats of first grade silk vinly emuilsion paint as per "Crown Berger" or other equal and approved to:					
D	Plastered surfaces of beams	18	SM			
	TOTAL FOR ELEMENT NO. 7 CARRIED TO					
	(EXTERNAL FINISHES) SUMMARY					
	L	l .		L	l	

	ELEMENT NO. 8				
	INTERNAL FINISHES				
	<u>FLOORS</u>				
	Cement and sand (1:4) screeding smooth trowelled				
A	32mm thick screed toreceive floor tile	109	SM		
В	8mm thick non slip floor tiles on approved backing	109	SM		
С	Ditto 100mm high x 10mm thick skirting	149	LM		
	Ceiling				
D	50 x 50mm celcured cypress timber brandering	438	LM		
Е	Ditto but plugged	164	LM		
F	10mm thick Celotex board ceiling nailed to timber brandering (m/s)	109	SM		
	Carried to Collection				

	7				
	INTERNAL FINISHES - (CONTINUED)				
	Ceiling (ctd)				
A	Extra over celotex ceiling for trap door size 600 x 450mm wide comprising with and including 50 x 50mm timber framing	2	NO		
В	100 x 25mm Thick wrot softwood moulded cornice	164	LM		
	Prepare and apply three coats first grade plastic emulsion paint to:				
C	Celotex ceiling surfaces	109	SM		
D	Timber surfaces not exceeding 100mm girth	164	LM		
	Plaster; 18mm thick, 2 No. coatwork, 12mm first coat of cement sand (1:3); 3mm second coat of cement and lime putty (1:9); steel trowelled to concrete or blockwork base generally to: -				
D	Walls, beams and internal	264	SM		
	Tile, Slab or Block Finishings Approved ceramic tiles to B.S. 1281; local; white glazed wall tiles to regular or approved other pattern; bedding and jointing in cement sand (1:4) mortar, grouting with white cement				
Е	6mm thick; butt joints straight both ways; to cement sand base (m/s) to walls internal	18	SM		
	Painting and decorations				
	Prepare and apply one undercoat and three coats of first quality plastic emulsion paint to: -				
F	Plastered walls	250	SM		
	CARRIED TO COLLECTION				
	COLLECTION				
	FROM PAGE BW 78				
	FROM PAGE above				
	TOTAL FOR ELEMENT NO. 8 CARRIED TO				
	(INTERNAL FINISHES) SUMMARY				

	ELEMENT NO:9			
	FOUL DRAINAGE			
	SEPTIC TANK 9000 LITRES CAPACITY			
	EXCAVATION/EARTHWORKS			
A	Excavate septic tank commencing from ground level but not exceeding 1.5m deep.	13	СМ	
В	Ditto from 1.5meters deep but not exceeding 3.0mm.	2	CM	
C	Excavate manholes pit, commencing from ground level but not exceeding 1.5m deep	3	СМ	
D	Spread excavates materials on site as directed.	14	CM	
E	Allow for keeping pit free from all water during construction.		ITEM	
F	Allow for plunking and strutting sides of excavation		ITEM	
	Filling			
G	Selected excavated materials and fill around the septic tank.	4	СМ	
	Concrete works			
Н	50mm thick concrete blinding(1:2:4)	9	SM	
	Vibrate reinforced concrete class 15/20			
I	200mm thick base	9	SM	
J	Beam	0.5	CM	
K	Suspended slab	9	SM	
	Carried to Collection			

	Reinforcements;- High yield twisted bar reinforcement to B 5 44661				
	including cutting bends,hooks typing wire, spacer and distance blocks;-				
A B	12mm diameter bar 10mm diameter bars	15 105	KG KG		
С	8mm diameter bar	103	KG		
	Sawn formwork to:-				
D D	Sides and soffit of beam Soffit of suspended slab	2.4 6	SM SM		
Е	Ditto, but edges of suspended slab 75-150 mm high. Natural stone roughly dressed from approved quarry bedded and jointed in cement and sand mortar mix(1:4) reinforced with 25x2mm hoop iron in every alterante course	12	LM		
F	200mm thick vertical wall	28	SM		
	Plaster:[Internal &External]				
G	Plaster:18mm thick 2No. Coat work 15mm first coat of cement sand and waterproof cement(1:3:2) 3mm second coat of cement lime putty and water proof cement (1:9:2) ;steel trowelled to masonary work				
Н	Internarlly	24	SM		
I	Externally	22	SM		
J	Ditto, but to floor	6	SM		
K	25mm cement and sand (1:3) mix screeding to suspended slab trowelled finish	9	SM		
L	600x900x1200mm deep(internal dimension)manhole complete with concrete base and reinforced suspended concrete slab and 200mm thick natral stone walling finished with 12mm cement sand plaster and 25mm cement sand screed	2	NO		
M	Provide and fix 600 x 450mm pre-cast concrete manhole cover complete with frames.	2	NO		
N	Ditto; cast iron heavy duty manhole covers complete with frame to septic tank.	2	NO		
	Carried to Collection				

	SOAK PIT(Size 900mm diameter x3mm deep)					
	The following is in one number soak pit					
A	Excavate 0- 1.5m	3	CM			
В	Excavate 0- 1.5m Excavate 1.5- 3.0m	3	CM			
C	Extra over excavation in soft rock	3	CM			
		8				
D	Spread the excavated materials on site	8	CM			
E	Return fill and ram	1	CM			
F	Approved hardcore fill	10	CM			
G	150mm thick natural stone walling in mortar mix(1:3)mix	5	SM			
Н	Mass concrete 1:3:6 in strip foundation	1	CM			
I	8mm diameter steel reinforcement	10	KGS			
•	omm diameter steer remioreement	10	ROS			
J	Vibrated reinforced concrete 1:2:4 in 150mm thick suspended slab	1	CM			
K	Permanent sawn formwork to suspended slab	3	SM			
L	Provide reinforced precast concrete manhole cover 600x450mm with MS50x50x4mm angle framing	1	NO			
M	External Draianinge Excavate for pipe trench not exceeding 1.5 m deep starting	25	LM			
1V1	from existing ground level	23	LIVI			
N	Return and ram excavated material around septic tank	25	CM			
P	Spead on site surplus excavated materials as directed	6	CM			
Q	Grade surfaces of excavation	20	SM			
R	Cut or leave a hole in 150mm thick stone walling for 100mm pipe and make good	10	NO			
S	100mm upvc grey waste pipe	25	LM			
T	1000x1000x800mm deep(internal dimension)manhole complete with concrete base and reinforced suspended concrete slab and 200mm thick natral stone walling finished with 12mm cement sand plaster and 25mm cement sand screed	3	NO			
U	Provide reinforced precast concrete manhole cover with MS50x50x4mm angle framing	3	NO			
	Carried to Collection					
			ĺ	Ì	1	

			1
COLLECTION			
From Page 80			
From Page 81			
From Page 82			
TOTAL FOR ELEMENT NO:9 FOUL DRAINAGE CARRI SUMMARY	ED TO		

	SECTION SUMMARY	
A	SUBSTRUCTURES	
В	REINFORCED CONCRETE SUPERSTRUCTURE	
C	WALLING	
D	ROOFING	
E	DOORS	
F	WINDOWS	
G	EXTERNAL FINISHES	
Н	INTERNAL FINISHES	
	FOUL DRAINAGE	
	TOTAL BUILDERS CARRIED TO GRAND SUMMARY	

	SANITARY FITTINGS:		
	Supply, deliver, install and fix the following		
	sanitary fittings including all materials and		
	jointing to supply, waste/soil and overflow		
	pipes. Twyfords Ltd products are specified only as		
	an indication of quality. Equal approved		
	appliances may be supplied. Where trade name are		
	mentioned, the Ref. No. is intended only as a guide		
	to the type and quality of fittings.		
	WATER CLOSET:		
A.	Low level wash down Wc suit as Twyfords		
	"CLASSIC" comprising of the following:-	2	NO.
	WC bowl bottom outlet ref. No.CC1138WH.		
	Low level 7.5 litres cistern and fittings. Side inlet		
	and overflow Ref. No.CC284WH.		
	Heavy duty black seat and cover.		
	The suit to be supplied complete with valveless		
	cistern fittings including siphon, 1/2" side inlet		
	ball valve ,1/4" side overflow,plastic flush bend		
	inlet connection and reversible chrome plated		
	cistern lever and cistern supports.		
В.	WASH HAND BASIN: Wash hand basin, size 590x440mm wide in hole		
.	Ref. No. WB 2535 WH. Following:-		
	Chrome plated Aztec pillar taps ½" Ref. No. AZ	2	NO.
	5200 CP.		
	Chrome plated tap Ref. No. AZ 5800CP		
	Chrome plated chain waste Ref. No. 5823cp		
	Wall supports Ref. No. SR 1319XX as twyfords		
	"SOLA 590" together with bottle traps.		
	MEDICAL SINK:		
	Single bowl single drainer, (SBSD) Medical		
C.	purpose sink, size 1000x500mm complete with		
	overflow,waste fittings,plug,chain stay 1 No.	8	NO.
	chromium plated bib taps and 40mm diameter	0	NO.
	plastic bottle trap with 75mm deep seal.		
D.	20mm Fibory Action Billon tons for modical sini-		
	20mm Elbow Action Pillar taps for medical sinks (Cobra type		
	ROBE HOOK:	8	NO.
E	Robe hook in-vitreous china and white colour		
E	mounted unto a concealed screw to wall wedges,		
	to be as Twyfords OC 6858 1998 or approved		
	equivalent		
	-	2	NO.

			1
A	. MIRRORS: 6mm thick polished plate glass, silver backed mirror with beveled edges, size 610x497mm	2	NO.
D	plugged and screwed to wall with 4 No. chrome platred chrome capped screws and 5mm thick foam plated chrome capped scrtews and 5mm thick foam plated chrome capped screws and		
В	5mm thick foam back nest. TOILET ROLL HOLDER: Toilet roll holder in vitreous China to BS 3402 in	2	NO.
С	white colour of size 165x165mm and recessed into wall. Toilet roll holder to BE AS Twyfords "SEMI RECESSED & ORNAMENTAL" accessories Ref. No. VC 9808 WH.		
D	TOILET BRUSH AND HOLDER: Toilet brush and holder in vitreous china or equal	2	NO.
	and approved equivalent. FLEXIBLE CONNECTIONS: 300mm long x 15mm diameter flexible	12	NO.
Е	connections complete with integral chrome plated angle valve as cobra or equal approved. SHOWER FITTING:	1	NO.
F	Shower fitting as Bricon wall type with concealed riser pipe, Carina handle and adjustable shower rose complete with 15mm tap as pegler.	1	NO.
G	SOAP TRAY: Vitrous China soap tray white in colour and recessed into wall, size 165x165mm to be as Twyford VC9808WH.	2	NO.
	TOWEL RAIL: 120mm diameter x 800mm long approved towel rail, CP, PLUGGED and screwed into the wall.	2	NO.
	Total sanitary fittings carried to collection		

			1
	DESCRIPTION		
	INTERNAL PLUMBING:		
	Supply, deliver, Install and test PPR.PN 20 pipes		
	and fittings as described and shown on the		
A.	drawings.Rates must allow. PPR PN PIPEWORK:	42	LM
В.		30	LM
	25mm diameter pipework		
C.	20mm ditto		
D.	BENDS/ELBOWS:	8	NO.
	20mm diameter	6	NO.
	25mm diameter		
	EXTRA OVER GMS PIPEWORK FOR THE		
Б.	FOLLOWING TEES/UNIONS:		NIC
E.	TEES:	22	NO.
F.	20mm diameter	8	NO.
G.	20mm diameter	3	NO.
Н.	UNIONS:	4	NO.
11.	20mm diameter	4	110.
I.	25mm diameter		
J.	VALVES:	3	NO.
	Gate valves 20mm diameter Peglar type	3	NO.
K.	Gate valves 25mm diameter ditto		1.0.
L.	SOCKETS:	6	NO.
	20mm diameter	3	NO.
	25mm diameter		
M.	NIPPLES:	6	NO.
N.	25mm diameter	3	NO.
	20mm diameter		
Ο.	REDUCING BUSH:	8	NO.
P.	25X20mm Ditto.		
	ROOF WATER STORAGE TANK:		
	Supply and install plastic water tank of capacity	1	NO.
	920 litres on roof space. The tank as ("ROTO")		
	measuring 870mm x 860mm high will have to be		
	assembled complete with medium pressure ball		
	valve inlet, outlet connections and drain cock and		
	all other connections including ball valve and		
Q.	other necessary item for its proper functioning.		
۸.	PORTABLE FIRE FIGHTING EQUIPMENT:	2	NO.
	9 litres water/carbon dioxide extinguisher to BS	-	110.
	1382 and BS 5423 and with normal charge and	1	NO.
R.	wall mounting brackets.		
	5Kg Dry powder fire extinguisher with normal		
S.	charge and mounting brackets.	1	NO.
	9Kg dry powder fire extinguisher with normal		
	charge and with mounting brackets		
	Total internal Plumbing and Portable Fire		
	Total Internal Francisco and Fortubio Fire		

			T
NO	Fighting Equipment carried to collection page.		
NO.	INTERDIAL DRAINAGE		
	INTERNAL DRAINAGE		
	All drainage pipes to akey terrain or equal		
	approved.Allow for connection to the nearest		
A.	manhole.	26	LM
	UPVC AND MUPVC:		
В.	100mm diameter heavy duty Golden brown pipe		
C.	Class D.	18	LM
D.	100mm diameter heavy duty grey Ditto.	8	LM
E.	50mm diameter heavy duty class D.	9	LM LM
	40mm Ditto.	28	LIVI
	32mm Ditto.		
	Extra Over UPVC and m.u.P.V.C pipe work for		
	the following:		
F.	BENDS:	5	NO.
G.	100mm diameter bend.	6	NO.
Н.	40mm Ditto.	28	NO.
т	32mm Ditto.		
I. J.	ACCESS CAPS:		NO.
б. К.	100mm diameter access cap.	2 4	NO.
IX.	40mm Ditto.	10	NO.
L.	32mm Ditto.		110.
	BOSS CONNECTOR:	2	NO.
M.	100mmx50mm boss connector.		
	W.C CONNECTOR:	2	NO.
N.	100mm diameter WC connectors.		
	W.C MANIFOLD:		
	100mm diameter WC manifold capable of	2	NO.
	connection to horizontal soil pipe.Complete with		
O. P.	pan seal to fit pan outlet.		NO.
г.	100mm diameter floor trap and grating.	2 4	NO.
Q.	100mm Gulley trap complete with cover.	-	
٠.	VENT COWL:	1	NO.
R.	100mm diameter vent cowl.		
	TANGIT:	3	LTRE
	Solvent cement (Tangit).		
	corvoire comone (range).		
	Total Internal drainage carried to collection		
	page.		

A	MANHOLES: Construct and complete standard manhole size 800x800mm internally and 1200mm average depth as type 600x450mm medium duty single seal coated cast iron manhole cover and frame.	6	NO.
В	Excavate drain trench starting from ground level grade and complete bottoms including backfilling above bends and surrounds and removing surplus material from site trench not exceeding 750mm deep.	25	LM
С	100mm diameter Upvc drainage pipes heavy duty duty golden brown laid to excavated trench.	25	LM
	COLLECTION		
	Brought forward from page85		
	Brought forward from page 86		
	Brought forward from page 87		
	Brought forward from page 88		
	Brought forward from above		
	Total carried to grand summary		

ITEM	DESCRIPTION	QNTY.	UNIT	RATE	AMOUNT
	SUPPLY, INSTALL, TEST &				
	COMMISSION THE FOLLOWING				
1.01	<u>LIGHTING POINTS</u>				
	Lighting points wired in 3 x 1.5 mm ²				
	P.V.C – SC-CU cables (E.A) drawn in 20				
	mm diameter H.G P.V.C conduits	20	NO.		
	concealed inside ceiling c/w all				
4 00	necessary accessories.				
1.02	SWITCHES				
	(a) One gang two way switch as MK or	6	NO.		
	approved equivalent.		NIC		
	(b) Two gang one way switch as MK or	3	NO.		
1 02	approved equivalent.				
1.03	<u>LIGHTING FITTINGS</u>				
	Light fittings c/w fixing accessories and				
	lamps as follows:-				
	(i) 1200mm, 1 x 36w florescent fittings of				
	slim cross section with clip-on cover	9	NO		
	as Thorn/approved equivalent .		NO		
	(ii) Bulk head fitting complete with fixing				
	accessories as MK or approved	7	NO		
	equivalent.	•	110		
	(iii) 100W Ball fitting complete with bulb as				
1.04	thorn or approved equivalent.	4	NO.		
	SOCKET OUTLET/POWER POINTS				
	Socket outlet points wired in 3 x 2 5 mm ² SC-P.V.C-CU cables drawn inside				
	25 mm diameter p.v.c conduits c/w all		NO.		
	necessary accessories				
	liecessary accessories	14			
	(i) 13A 2 gang switched molded socket				
	outlet plate as MK/approved		NO		
	equivalent				
	cyaivaicht	14			
	Carried to Collection				
			1	1	

ITEM	DESCRIPTION	QNTY.	UNIT	RATE	AMOUNT
1.05	CONSUMER ETC UNIT/DISTRIBUTION BOARDS 6way consumer unit flush molded on wall c/w 100A SPN/N integral isolator as ABD/approved equivalent. Single pole miniature cct breakers to fit the above consumer unit as follows:-	1	NO.		
	(i) 6 Amps sp (ii) 32 Amps sp	3	NO. NO.		
1.06	SUB-MAINS CABLES AND OTHER ITEMS Sub-mains wired in 3 x 10 mm2 SC- PVC-CU cables (E.A) drawn in 32 mm diameter H.G ppvc conduits concealed inside ceiling c/w all necessary accessories.	20	LM		
	 (i) Electrical earthing system comprising 10.0 mm2 SC-PVC-CU cables (E.A) drawn inside HG PVC conduits, 1500 mm x 15 mm diameter copper electrode c/w clamp, precast concrete inspection pit with cover (ii) Loop-in box 16gauge c/w 60 /80 double pole cut-out c/w HRC fuses as Henry 	LOT 2	LOT		
	Carried to Collection				

ITEM	DESCRIPTION	QTY.	UNIT	RATE	AMOUNT
1.07	UNDERGROUND CABLE Lay 16.0MM ² 3 core copper cable buried 750mm deep filling with hatari tile and back filling.	50	LM		
1.08	Trenching at least 750mm deep	50	LM		
1.09	Cable gland	4	NO		
	Hatari tiles	150	PCS		
				Kshs.	
	Carried to Collection				

COLLECTION PAGE

ITEM	DESCRIPTION	KSHS	CTS
A	Carried from 90		
В	Carried from 91		
С	Carried from 92		
	TOTAL CARRIED TO GRAND SUMMARY KSHS.		

GRAND SUMMARY

ITEM	DESCRIPTION	TENDERERS AMOUNT	OFFICIAL USE
I	Particular Preliminaries from page 33		
	1 8 77		
2,	General Preliminaries from page 43		
	2 9		
3	Building works from page 84		
4	Mechanical works from page 89		
5	Electrical works from page 93		
	SUB-TOTAL		
	ADD 16 % V.A.T		
	TOTAL CARRIED TO FINAL ACCOUNT		
Amou	int of tender in words: Kenya Shilings		
Tende	erer's signature and stamp		
Date			
Witn	ess: Name and signature		
Descr	iption		
2 0001	-F		
Addre	ess		
Date			

