



REPUBLIC OF KENYA

MINISTRY OF TRANSPORT, INFRASTRUCTURE AND URBAN DEVELOPMENT

STATE DEPARTMENT OF PUBLIC WORKS

PROPOSED CONSTRUCTION OF THE COUNTY ASSEMBLY SPEAKER OFFICIAL
RESIDENTIAL HOUSE PHASE I AND II-BUSIA COUNTY.
WP ITEM NO.QD-JOB.NO.

TENDER DOCUMENTS

NEGOTIATION NO. 778839

TENDER NO.BSA/CA/02/2019/2020-2020/2021

PREPARED BY
COUNTY QUANTITY SURVEYOR
DIRECTORATE OF PUBLIC WORKS
P.O BOX 470-50400
BUSIA (K)

COUNTY ARCHITECT
DIRECTORATE OF PUBLIC WORKS
P.O BOX 470-50400
BUSIA (K)

COUNTY STRUCTURAL ENGINEER
DIRECTORATE OF PUBLIC WORKS
P.O BOX 470-50400
BUSIA (K).

COUNTY ELECTRICAL/MECHANICAL ENGINEER
DIRECTORATE OF PUBLIC WORKS
P.O BOX 470-50400
BUSIA (K).

ISSUED BY:

COUNTY WORKS OFFICER
DIRECTORATE OF PUBLIC WORKS
BUSIA COUNTY
P O BOX 470-50400

TENDER SUBMISSION DEADLINE: TUESDAY, 3RD MARCH 2020. AT 10:00AM

FEBRUARY 2020

PROPOSED CONSTRUCTION OF THE COUNTY ASSEMBLY SPEAKER OFFICIAL RESIDENTIAL HOUSE PHASE I AND II-BUSIA COUNTY.

SECTION NO.1

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REPUBLIC OF KENYA

PROPOSED CONSTRUCTION OF THE COUNTY ASSEMBLY SPEAKER OFFICIAL RESIDENTIAL HOUSE PHASE I AND II-BUSIA COUNTY.

TENDERER DOCUMENT

County Works Officer
Ministry of Public Works
P.O Box 470-50400
BUSIA (K)

The Contract for the above works entered into this day of2020 by the undersigned refers to these bills of quantities and the ministry of **ministry of transport, infrastructure, housing and urban development** General Specifications dated March 1976 (together with any amendments issued thereto) shall be read and construed as part of the said Contract.

CONTRACTOR

County Probation Officer

Date: _____

Date: _____

SPECIAL NOTES

The Contractor is required to check the numbers of the pages of these Bills of Quantities and should he/her find any missing or in duplicate or figures indistinct, he must inform the County Works Officer; Ministry of Public Works, Busia County at once and have the same rectified.

Should the contractor be in doubt about the precise meaning of any item or figure for any reason whatsoever, he must inform the County Works Officer, Ministry of Public Works, Busia in order that the correct meaning may be decided before the date for submission of the tenders.

No liability will be admitted nor claim allowed in respect of errors in the contractor's tender due to mistakes in the tender documents which should have been rectified in the manner described above.

The contract period and terms of payment shall be within **TWO (2) FINANCIAL YEARS- 2019/2020-2020/2021**

SECTION NO.2

STANDARD TENDER DOCUMENTS

TENDERING INSTRUCTIONS

1. General

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

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

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

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

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

- a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the tender to commit the tenderer:
- b) Total monetary value of construction work performed for each of the last five years:
- c) Experience in the works of a similar nature and size of each of the last five years, and details of work under way or contractually committed: and names and addresses of clients who may be contacted for further information on these contracts;
- d) Major items of construction equipment proposed to carry out the contract and an undertaking that they will be available for the Contract.

INSTRUCTIONS

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

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

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

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

- a) (Annual volume of construction work of at least 2.5 times the estimated annual cashflow for the contract;
- b) Experience as main contractor in the construction of at least two works of a nature and complexity equivalent to the works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);

INSTRUCTIONS

- c) Proposals for the timely acquisition (own, lease, hire, etc) of the essential equipment listed as required for the works;
- d) A Contract manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and
- e) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the contract, of no less than 4 months of the estimated payment flow under this Contract.

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

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

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.

The tenderer, at the tenderers own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderers own expense.

INSTRUCTIONS

2. Tender Documents

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

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

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

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

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.

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

INSTRUCTIONS

3. Preparation of Tenders

All documents relating to the tender and any correspondence shall be in English language.

The tender submitted by the tenderer shall comprise the following: (a) These Instructions to Tenderers, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications;

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

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

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

The unit rates and prices shall be in Kenya Shillings.

Tenders shall remain valid for a period of 90 days from the date of submission. However in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers responses shall be made in writing. A tenderer may refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with Clause 3.7 – 3.11 in all respects.

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

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

Any tender not accompanied by an acceptable Tender Security shall be rejected. The Tender Security of a joint venture must define as Tenderer all joint venture partners and list them in the following manner: a joint venture consisting of.....and.....

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

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

The Tender Security may be forfeited

- (a) (If the tenderer withdraws the tender after tender opening during the period of tender validity;
- (b) If the tenderer does not accept the correction of the tender price, pursuant to Clause 5.7;
- (c) In the case of a successful tenderer, if the tenderer fails within the specified time limit to
- (d) (sign the Agreement, or
 - (ii) (Furnish the required Performance Security.

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

The tenderer shall prepare one original of the documents comprising the tender documents as described in Clause 3.2 of these Instructions to Tenderers, bound with the volume containing the Form of Tender and deliver the same to the procurement office. In the event of discrepancy in the document to be delivered, the document submitted through the IFMIS system shall prevail.

INSTRUCTIONS

4. Submission of Tenders

4.1 The tenderer shall make online submissions of the tender through IFMIS supplier portal www.supplier.treasury.go.ke. The tenderer shall then forward the manual document to the procurement office after successful online submission. The procuring entity shall only accept manual documents after ensuring that the tenderer has completed the document online.

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

4.3 Tenders will be automatically closed by the system after the deadline for submission. No tender shall be received after the deadline prescribed in clause 4.2 .

5. Tender Opening and Evaluation

The tenders will be opened by the Employer, in the presence of the tenderers representatives who choose to attend at the time and in the place specified in the invitation to tender. Tenderers and Employers representatives who are present during the opening shall sign a register evidencing their attendance.

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

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

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

Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (a) meets the eligibility criteria defined in clause 1.7; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

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

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

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

- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.
- (d) The error correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected Builders Work (i.e Corrected tender sum less P.C and Provisional Sums)
- (e) The Error Correction Factor shall be applied to all Builders Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
- (f) The above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tender does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.11.

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

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

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

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

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.

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

6. Award of Contract

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

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

The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex, or facsimile. This notification (hereinafter and in all Contract documents called the Letter of Acceptance) will state the sum (hereinafter and in all Contract documents called the Contract Price) that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The notification of award will constitute the formation of the Contract, subject to the tenderer furnishing the Performance Security in accordance with clause 6.6 and signing the Agreement and return it to the Employer.

The Agreement will incorporate all agreements between the Employer and the successful tenderer. It will be signed by the Procuring Entity and sent to the successful tenderer, within 30 days following the notification of award. Within 21 days of receipt the successful tenderer will sign the Agreement and return it to the Employer.

Within 21 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in the amount stipulated in the Appendix to Conditions of Contract and in the form stipulated in the Tender documents. The Performance Security shall be in the form of a Bank Guarantee, and shall be issued at the tenderers option, by a reputable bank located in Kenya and acceptable to the Employer.

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

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

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

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

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

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

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

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

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

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

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

7. Corrupt and fraudulent practices

The procuring entity requires that tenderers observe the highest standards of ethics during procurement process and execution of contract. A tender shall sign declaration that he/she has not be involved in corrupt and fraudulent practices.

CONDITIONS OF CONTRACT

1. Definitions

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

Bills of Quantities means the priced and completed Bill of Quantities forming part of the tender (where applicable).

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 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 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 Employers Representative for the execution of the Contract.

Employer Includes Central or Local Government administration, Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site for the execution of the works.

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

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

Employer's Representative is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

Specification means the Specification of the Works included in the Contract.

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

A Sub-contractor 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

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) Specifications
- (5) Drawings,
- (6) Bill of Quantities.

3. Employer's Representatives Decisions

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

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.

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

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.

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

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

6. Work Program and Sub-contracting

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.

The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employers 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

The Employer shall give possession of all parts of the Site to the Contractor.

The Contractor shall allow the Employer's Representative and any other person authorized 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

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

9. Extension of Completion Date

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.

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 Representatives instructions issued under these conditions or

10. Management Meetings

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 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.

Communication between parties shall be effective only when in writing.

11. Defects

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.

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.

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

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

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

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 ordered.

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.

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

The Contractor shall be paid after the full value of the works on completion less the certified value for retention which shall be released after the defects liability period.

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.

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

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

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

17. Completion and Taking Over

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

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 60 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;

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

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.

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.

Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the 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

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
- (c) Without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21. Settlement of Disputes

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

SECTION NO. 3

APPENDIX TO CONDITIONS OF CONTRACT

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

The employer is: **THE COUNTY ASSEMBLY OF BUSIA**
Name: **CLERK TO THE COUNTY ASSEMBLY**

Telephone: 0721-675217

The Project Manager is:

Name: **THE COUNTY WORKS OFFICER**
BUSIA COUNTY
MINISTRY OF PUBLIC WORKS
Address: **P O BOX 470, BUSIA (K)**

Telephone: **0722-863322/0703-495970.**

The name (and identification number) of the Contract is **PROPOSED CONSTRUCTION OF THE COUNTY ASSEMBLY SPEAKER OFFICIAL RESIDENTIAL HOUSE-BUSIA COUNTY.**

The Works consist. **PROPOSED CONSTRUCTION OF THE COUNTY ASSEMBLY SPEAKER OFFICIAL RESIDENTIAL HOUSE-BUSIA COUNTY.**

The start date shall be; **TO BE AGREED WITH THE PROJECT MANAGER**

The Intended Completion Date for the whole of the Works shall be;
36 WEEKS AFTER COMMENCEMENT DATE

The following documents also form part of the Contract:
AS LISTED IN CLAUSE 2.1 OF THE CONDITIONS OF CONTRACT

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

The Site Possession Date shall be; **TO BE AGREED WITH EMPLOYER**

The site is located: **COUNTY ASSEMBLY-BUSIA COUNTY**

The Defects Liability period is 180 days

Other contractors, utilities etc, to be engaged by the Employer on the site include those for the execution of;

- 1. ELECTRICAL WORK**

The period between program updates is _____ **14** _____ days.

The amount to be withheld for late submission of an updated program is; **FULL CERTIFICATE**

The proportion of payments retained is **10** percent of the contract sum.

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

The Completion Period for the Works is **36** (weeks)

The Bidder should submit **ONLY ONE (1 NO.) ORIGINAL COPY** of the Bills of Quantities as indicated in clause 4.1 of the Instructions to Tenderers.

APPENDIX TO CONDITIONS OF CONTRACT

DRAWINGS

Bidders should visit and inquire with the works officer at the works office- County Assembly of Busia during normal working hours.

STANDARD FORMS

STANDARD FORMS

- (i) Form of Tender
- (ii) Form of Agreement
- (iii) Form of Tender Security
- (iv) Performance Bank Guarantee
- (v) Bank Guarantee for Advance Payment
- (vi) Qualification Information
- (vii) Tender Questionnaire
- (viii) Confidential Business Questionnaire
- (ix) Details of Sub-Contractors

FORM OF TENDER

TO: _____ (Name of Employer) _____ (Date)
_____ (Name of Contract)

Dear Sir,

1. In accordance with the Constitutions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such works and remedy any defects therein for the sum of Kshs. _____ (Amount in figures)

Kenya Shillings _____
_____ (Amount in words)

2. We undertake, if our tender is accepted, to commence the works as soon as is reasonably possible after the receipt of the Project Managers notice to commence, and to complete the whole of the works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until _____ (insert date), and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

Signature _____ in the capacity of _____

Duly authorized to sign tenders for and on behalf of

_____ (Name of Employer)

Of _____ (Address of Employer)

Witness, Name _____

Address _____

Signature _____

Date _____

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20_____

Between _____ of (or whose registered office is

situated at) _____

(hereinafter called the Employer) of the other part AND

_____ (of (or whose registered office is situated at)

_____ (hereinafter called the Contractor) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

_____ (Name and identification number of Contract) (hereinafter called the works) located at _____ (place/location of the works) and the

execution and completion of such works and the remedying of any defects therein for the Contract Price of Kshs. _____ (amount in figures), Kenya Shillings

_____ (amount in words)

NOW THIS AGREEMENT WITNESSETH as follows:

2. 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.
3. 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

4. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenant 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.
5. 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 sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
6. IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The common Seal of _____

Was hereunto affixed in the presence of

Signed sealed, and Delivered by the said

Binding Signature of Employer

Binding Signature of the Contractor

In the presence of (i) Name _____
Address _____
Signature _____

(ii) Name _____
Address _____
Signature _____

FORM OF TENDER SECURITY

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

.....(*name of contract*)

KNOW ALL PEOPLE by these presents that WE..... Having our registered office at

..... (Hereinafter called the Bank), are bound unto

.....(hereinafter called the Employer) in the sum of

Kshs.....For which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the common seal of the said Bank this..... Day of.....20.....

THE CONDITIONS of this obligation are:

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

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

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

(Date)

(signature of the Bank)

(witness)

(seal)

PERFORMANCE BANK GUARANTEE

TO: _____(Name of Employer)_____(Date
_____(Address of Employer)

Dear Sir,
WHEREAS _____(hereinafter called the Contractor) has undertaken, in
pursuance of Contract No. _____dated _____to execute
_____(hereinafter called the works);

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of
the Contractor, upto a total of Kshs _____(amount of Guarantee in figures)
Kenya Shillings _____
_____(amount of Guarantee in words), and we
undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums
within the limits of Kenya Shillings _____
_____(amount of guarantee in words) as aforesaid without
your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting
us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the
works to be performed thereunder or of any of the Contract documents which may be made between
you and the Contractor shall in any way release us from liability under this Guarantee, and we hereby
waive notice of any change, addition, or modification.

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

SIGNATURE AND SEAL OF THE GUARANTOR

Name of Bank _____
Address _____
Date _____

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ (name of Employer) _____ (Date)
_____ (address of Employer)

Gentleman,

Ref: _____ (name of Contract)

In accordance with the provisions of the Conditions of Contract of the above mentioned Contract, We, _____ (name and Address of Contractor) hereinafter called the Contractor) shall deposit with _____ (name of Employer) a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs _____ (amount of guarantee in figures) Kenya Shillings _____ (amount of guarantee in words)

We, _____ (bank of financial institution), as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to _____ (name of Employer) on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs _____ (amount of guarantee in figures) Kenya Shillings _____ (amount of guarantee in words) such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between _____ (name of Employer) and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from you that an advance payment of the amount listed above has been paid to the contractor pursuant to the Contract.

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ (name of Employer) receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and Seal _____
Name of the Bank or financial institution _____
Address _____
Witness: Name: _____
Address: _____
Signature: _____

Date: _____

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

Constitution or legal status of tenderer (attach copy or Incorporation Certificate) Place of registration: _____

Principal place of Business: _____

Power of attorney of signatory of tender: _____

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

Year	Volume Currency	Value
------	--------------------	-------

Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

Project name Contract	Name of client and contact person	Type of work performed and year of completion Value of
--------------------------	-----------------------------------	---

_____	_____	_____
_____	_____	_____
_____	_____	_____

Major items of Contractor #s Equipment proposed for carrying out the Works. List all information requested below. Refer also to clause 1.7 (c) of the Instructions to Tenderers.

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

Project Manager _____	_____	_____ (etc)
_____	_____	_____
_____	_____	_____

Proposed subcontracts and firms involved. Refer to Clause 7.1 of the conditions of Contract. Section of the works Value of subcontract Subcontractor (name and address) Experience in similar work _____ (etc)

_____	_____	_____
_____	_____	_____
_____	_____	_____

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

_____	_____
_____	_____

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

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

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

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

2. Joint Ventures

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

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

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

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

- (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and
- (c) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

1. Full names of tenderer

.....

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

.....

3. Telephone number (s) of tenderer

.....

4. Telex address of tenderer

.....

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

.....

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

.....

.....

Signature of Tenderer

Make copy and deliver to: _____
(Name of Employer)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2(c) and 2(d) whichever applies to your type of business.

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

Part 1 – General

Business Name.....
Location of business premises; Country/Town.....
Plot No.Street/Road.....
Postal Address..... Tel.No.....
Nature of Business
Current Trade Licence No.Expiring date.....
Maximum value of business which you can handle at any time: K. pound.....
Name of your bankers
Branch.....

Part 2 (a) – Sole Proprietor

Your name in full Age.....
Nationality Country of Origin.....
Citizenship details

Part 2(b) – Partnership

Give details of partners as follows:

Name in full	Nationality	Citizenship	Details shares
1.			
2.			
3.			

Part 2 (c) – Registered Company

Private or public.....

State the nominal and issued capital of the company -

Nominal Kshs.....

Issued Kshs.....

Give details of all the director as follows:

Name in full	Nationality	Citizenship Details*	Shares
1.			
2.			
3.			
4.			

Part 2(d) – Interest in the Firm:

Is there any person/persons in (Name of Employer) who has interest in this firm? Yes/No (Delete as necessary).

I certify that the above information is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

Attach proof of citizenship

DETAILS OF SUB-CONTRACTORS

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

Failure to comply with this requirement may invalidate the tender.

- (1) Portion of works to be sublet:
- (i) Full name of Sub-contractor
 And address of head office:.....
- (ii) Sub-contractors experience of similar works carried out in the last 3 years with
 Contract value:

- (2) Portion of works to sublet:
- (i) Full name of Sub-contractor
 And address of head office:
- (ii) Sub-contractors experience of similar works carried out in the last 3 years
 with Contract value

(Signature of Tenderer)

Date

SECTION NO.3

SPECIFICATIONS AND PRICING NOTES

SPECIFICATIONS AND PRICING NOTES

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

GENERAL ITEMS

Materials Generally

A.1

All materials used on the works shall be new and of the qualities and kinds specified herein be taken and tested if required. No materials shall be used until approved and all materials which are not approved or which are damaged, contaminated or have deteriorated in any way or do not comply in any way with the requirements of this specification shall be rejected and shall be immediately removed from the site at the Contractor's expense.

Material for which there is a Kenya Bureau of Standard Specification

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

Materials for which there is no Kenya Bureau of Standards specification

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

EXCAVATION AND EARTHWORK

Site Clearance

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

Nature of the Soil

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

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

Foundation Excavations

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

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

Surplus Soil Disposal

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

Top Soil for Spreading

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

Filling under Surface Beds in Buildings

i) Murrum fillings

Murrum for filling as base course shall be from an approved source and of the highest quality. It shall be laid in layers not less than 150mm thick and not greater than 230mm thick prior to Compaction. Water will be applied to O.M.O and each layer will be thoroughly compacted by at Least 8 passes of a 10 tonne smooth wheeled roller or a 2 tonne vibrating roller until all Movement ceases and 100% C.B.R is obtained.

i) Hardcore filling

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

Anti-termite treatment

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

Polythene Sheeting

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

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

Existing Services

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

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

Protection

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

CONCRETEWORK

C. 1 **Codes of Practice**

All workmanship, materials, tests and performances in connection with reinforced concrete shall be in conformity with the latest edition of the British Standard for concrete works 9B.S. B110 parts 1 & 2, B. S 8004, B.S 8007) and any other approved Local and International Standards. Where inconsistency exists between these preambles and these Standards, the Contractor shall notify the Engineer in good time for his Clarification as to which of the two implications on the Contract.

C.2 **Supervision**

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

C. 3 **Cement**

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

C. 4 **Aggregate**

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

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

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

C. 5 **Water**

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

C. 6 **Quality Control at Work Stage**

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

C. 7 **Cement**

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

For non-structural concrete, volume batching may be used as indicated below: -

Class of concrete	15	10
Nominal mix by volume	1:3:6	1:4:8
Cubic metres of fine aggregate Per 50kg. bag of cement	0.12	0.16
Cubic metres of coarse aggregate Per 50kg bag of cement	0.24	0.32
Max. size of coarse aggregate	40mm* 40mm*	

*or 20mm for blinding concrete where described.

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

C. 8 **Construction Joints**

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

Faulty Concrete

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

Steel reinforcement

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

Hot rolled MS for the Reinforcement of concrete	KS 02 – 22
Hot rolled MS for the Reinforcement of concrete	KS 4449
Cold worked H.Y steel for the Reinforcement of concrete	BS 4461
Hard drawn steel wire	BS 4482

Fabric Reinforcement

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

C. 12 Fixing Steel Reinforcement

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

C. 13 Formwork

The method and system of formwork which the Contractor proposed to use shall be approved by the Engineer before construction commences. Formwork shall be substantially and rigidly constructed of timber, steel, plastic, precast concrete or other approved material.

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

WALLING

MATERIALS

D. 1 Cement

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

D. 2 Lime

The lime for making mortar shall be obtained from an approved source and shall comply with BS 890 Class A for non-hydraulic lime. The lime to be run to putty in an approved lined pit or container. The water to be first run into the pit or container and lime to be added until it is completely submerged, stirred vigorously until all lumps are disintegrated and shall be kept constantly covered with water and regularly stirred for at least four weeks. The resulting milk – lime then to be run through a fine sieve and run into a pit or other container and kept clean and moist for not less than two weeks before being used in the works.

D. 3 Sand

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

D.4 Water

Shall be as described in Concrete work.

D. 5 Stone

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

D. 6 Reinforced walls

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

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

D. 7 Wall Ties

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

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

D. 8 Fair Face

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

D. 9 Pointing

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

GLAZING

MATERIALS

E. 1 General

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

E. 2 Standards

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

E. 3 Clear sheet glass etc.

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

E. 5 Obscured Glass

To be of type described and as approved Architect.

E. 6 Putty

The putty of glazing to wood sashes is to be linseed oil putty all as B.S. 644

Workmanship

E.7 General

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

METAL WORK

MATERIALS

F. 1 Generally

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

F. 2 Mild Steel

Mild steel shall comply with B.S 15

F. 3 Hollow Section Tubing

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

F. 4 Bolts, Nuts and Washers

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

F. 5 Galvanized Sheet Steel

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

F. 6 Stainless Steel

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

F. 7 Steel Grills

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

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

WORKMANSHIP

F. 8 Welding

All welding is to be in accordance with the requirements with the requirements of B.S.1856 and 938 the electrodes shall comply with b.s. 639.

Painting

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

Any damage to the printing paint shall be made good to the Architects satisfaction.

Fixing of Steel Grilles

Fixing of metal grilles shall include for assembling and fixing, including screwing to sub-frames or cutting mortices for lugs in concrete or walling and running with cement mortar 91:4), bedding frames in similar mortar, pointing in mastic, bedding sills, transoms and mullions in mastic, making good finishing around both sides and fixing, and adjusting all fittings and frames.

FLOOR, WALL AND CEILING FINISHINGS

PLASTERWORK

G.1 Generally

Render, both internal and external shall be cement and sand in the proportions 1:4 finished to the thickness specified.

Plaster shall consist of an undercoat of 1 part cement to 6 parts sand by volume, and a finishing coat of 1 part cement to 10 parts lime putty. Each coat shall be finished to the thickness specified.

G. 2 Cement

Ordinary Portland cement and shall comply with K.S. 02 – 2. White and coloured cements shall comply with B.S. 12 and be obtained from an approved manufacturer.

Lime

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

Sands

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

Water

Water shall be clean and kept free from all impurities.

G. 6 Mixing of materials

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

G. 7 Period between coats

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

G.8 Surfaces of bed and backings

Screeded beds for insitu finishings of floor finishings bedded in mortar, shall be left rough from the screeding board

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

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

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

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

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

G. 9 Preparation of surfaces

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

PAINING AND DECORATING

MATERIALS

MATERIALS

H. 1 Colour range

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

H. 2 Approval of brands

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

H.3 Quality of Products

Where a type of paint is produced by the Manufacturer in more than one quality, only paints and materials of the first or best quality shall be used in the works. The container label shall indicate clearly the quality of the paint being used.

Where it is not evident that the first or best quality of paint is being used, the Architect will order the removal of such materials from the site and rectification of any work executed with those materials, all at the Contractor's expense.

H. 5 Some makers materials used for coating

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

H. 8 Remedying defects due to defective materials

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

H. 15 Emulsion paint

Emulsion paint (interior and/or exterior), shall have a P.V.A base and shall be of an approved brand.

The first coat shall be thinned in accordance with the manufacturer's instructions. Where described as applied externally, the paint shall incorporate an approved fungicide to prevent fungus growth.

H. 16 Black Bituminous paint

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

H. 20 **Primer for iron and steelwork**

Primer for iron and steelwork shall be: -

- (a) Load based priming paint complying with B.S 2523, Type B.
- (b) Calcium plumbate priming paint complying with B.S 3698, Type A

H. 25 **Primer for woodwork**

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

H. 26 **Oil paints**

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

H. 27 **Polyurethane lacquer**

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

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

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

H. 35 **Iron and steel**

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

H.37 **Hardwood**

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

H. 38 **Fibreboard**

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

H. 39 **Plywood**

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

H. 40 **Woodwork to be painted**

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

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

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

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

Workmanship

H. 42 **Standard of workmanship**

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

H.43 **Stirring of materials**

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

H. 44 **Manufacturers instructions**

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

H. 45 **Brush work**

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

ITEM NO.	PARTICULAR MATTERS	Amount Kshs.	
A	<p>VALUE ADDED TAX; The contractor shall allow for 16% Value Added Tax (V.A.T) In his/her built up rates. Please note that the Government is no longer deducting the 16% VAT. All obligations to pay all taxes, including VAT shall be borne by the contractor.</p>		
B	<p>FIRM PRICE CONTRACT This is a firm price contract and the Contractor must allow in his tender rates for any increase in the cost of labour and/or materials during the currency of the contract.</p>		
	KSHS		

ITEM NO.		Amount Kshs.
A	<p>SCOPE OF CONTRACT</p> <p>THE WORKS TO BE CARRIED OUT UNDER THIS CONTRACT COMPRISE PROPOSED CONSTRUCTION OF THE COUNTY ASSEMBLY SPEAKER OFFICIAL RESIDENTIAL HOUSE-BUSIA COUNTY.</p>	
B	<p>DESCRIPTION OF THE WORKS PROPOSED CONSTRUCTION OF THE COUNTY ASSEMBLY SPEAKER OFFICIAL RESIDENTIAL HOUSE-BUSIA COUNTY.</p>	
	<p>The total gross approximate floor area is 43 square metres. The total Plinth area is given without warranty but for guidance only.</p>	
	<p>MEASUREMENTS</p>	
C	<p>In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately e referred to the Project Manager.</p>	
	<p>LOCATION OF SITE</p>	
D	<p>The site for works is located within; COUNTY ASSEMBLY OF BUSIA The tenderer shall be deemed to have visited the site and familiarized himself with all site conditions prior to submission of tenders.</p>	
	<p>No claims arising from the tenderers failure to do so will be entertained.</p>	
	<p style="text-align: right;">KSHS</p>	

ITEM NO.		Amount Kshs.	
A	<p>EXISTING BUILDING SERVICES</p> <p>Special precautions shall be required throughout the contract period to avoid damage to the existing cables, drains and other services.</p> <p>The contractor shall allow for making good any damage arising from his actions during execution of this contract at his own expense.</p>		
B	<p>GENERAL</p> <p>The contractor is referred to the General Specifications for Building Works 1976 Edition Pages B1 – B2 inclusive and must allow for all costs in complying with these clauses.</p>		
C	<p>CONTRACT COMPLETION PERIOD</p> <p>The contract completion period in accordance with condition 31 of the conditions of contract must be strictly adhered to.</p> <p>The PROJECT MANAGER shall strictly monitor the Contractors progress in relation to the progress chart and should it be found necessary; the PROJECT MANAGER shall inform the Contractor in writing that his actual performance on site is not satisfactory.</p> <p>In all such cases, the Contractor shall accelerate his rate of performance, production and progress by all means such as additional labour, plant e.t.c, and working overtime all at his cost.</p>		
D	<p>WORKING CONDITIONS</p> <p>The Contractor shall allow in his rates for any interference that he may encounter in the course of execution of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed.</p>		
<p>Section No. 1 Bill No. 1 PARTICULAR MATTERS</p>		KSHS	

ITEM NO.		Amount Kshs.	
A	<p>SIGN BOARD</p> <p>Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.</p>		
B	<p>LABOUR CAMPS</p> <p>The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.</p>		
C	<p>MATERIALS FROM DEMOLITIONS</p> <p>Any materials arising from demolitions and not re-used shall become the property of the government. The Contractor shall allow in his rates the cost of assembling and keeping them in the office yard.</p>		
D	<p>PRICING RATES</p> <p>The tender 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.</p>		
<p>Section No. 1 Bill No. 1 PARTICULAR MATTERS</p>		KSHS	

ITEM NO.		Amount Kshs.	
A	PARTICULAR INSERTIONS TO BE MADE IN APPENDIX TO CONTRACTOR AGREEMENT		
	1. Period of Final measurements	3Months from practical completion	
	2. Defects liability period	6 Months from practical completion	
	3. Date of possession	To be agreed with Project Manager	
	4. Date of completion	8 weeks after Commencement	
	5. Liquidated and Ascertained Damages	At the rate of Kshs. 50,000 per week or part thereof	
	6. Period of issuing interim certificates	Monthly	
	7. Period of honouring certificates	Thirty (30) days	
	8. Percentage certified value retained	10%	
	9. Limit of Retention Fund	10% of contract sum	
	10. Bonds	The bonds required shall be from Approved Banking institutions only	
		KSHS	
Section No. 1 Bill No. 1	PARTICULAR MATTERS		

	<p>Section No. 1</p> <p>Bill No. 1</p> <p>PARTICULAR MATTERS</p> <p><u>COLLECTION</u></p> <p>Total Brought Forward from Page No.</p>	<p><i>Amount Kshs.</i></p>	
		-56-	
		-57-	
		-58-	
		-59-	
		-60-	
	Carried forward to Summary of Section No. 1 KSHS		
	<p>Section No. 1</p> <p>Bill No. 1</p> <p>PARTICULAR MATTERS</p>		

<i>Item No.</i>		<i>Amount Kshs.</i>
A	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.	
B	ABBREVIATIONS Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows: -	
	C.M. Shall mean cubic metre	
	S.M. Shall mean square metre	
	L.M. Shall mean linear metre	
	MM Shall mean millimeter	
	Kg. Shall mean Kilogramme	
	No. Shall mean Number	
	Prs Shall mean Pairs	
	B.S Shall mean the British Standard Specifications Publishes by the British Standards Institution, 2 Park Street, London W.I	
	Ditto Shall mean the whole of the preceding description except as qualified in the description in which it occurs	
	M.S Shall mean measured separately	
	a.b.d Shall mean as before described	
	P.M Shall mean Project Manager	
	KSHS	

ITEM NO.		Amount Kshs.	
A	<p>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</p> <p>Attendance; clause B19 (a) of the Standard Method of Measurement is deleted and the following clause is substituted: -</p> <p>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 an the like necessary for the execution and testing of sub-contractors' work and being responsible for the accuracy of the same.</p> <p>B 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.</p> <p>The Employer is:</p> <p>CLERK TO THE COUNTY ASSEMBLY</p> <p>PROJECT MANAGER The term "P.M" wherever used in these Bills of Quantities shall be</p> <p>C deemed to imply the Project Manager as defined in condition 1 of the conditions of Contract or such person or persons as may be duly authorized t represent him on behalf of the Government.</p> <p>ARCHITECT The term "Architect" shall be deemed to mean "The P.M. as defined</p> <p>D above whose address unless other wise notified is County Works Officer, P.O. Box 470-50400 , BUSIA(K)</p> <p>QUANTITY SURVEYOR The term "Quantity Surveyor" shall be deemed to mean "The P.M" as</p> <p>E defined above whose address unless otherwise notified is County Works Officer, P.O... Box 470-50400, BUSIA(K)</p>		
	<p>Section No. 1 Bill No. 2 GENERAL MATTERS</p>	KSHS	

ITEM NO.		Amount Kshs.	
A	ELECTRICAL ENGINEER		
	<p>The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is County Works Officer, , P.O.. Box 470-50400, BUSIA(K)</p>		
B	MECHANICAL ENGINEER		
	<p>The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose unless otherwise notified is County Works Officer, , P.O. Box 470-50400, BUSIA(K)</p>		
C	STRUCTURAL ENGINEER		
	<p>The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is County Works Officer, P.O. Box 470-50400, BUSIA(K)</p>		
D	FORM OF CONTRACT		
	<p>The form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of building Works (2000 Edition) included herein. The Conditions of Contract are also included herein.</p>		
E	CONDITIONS OF CONTRACT		
	<p>These are numbered from 1 to 21 as set out in pages 15 to 25 of these tender documents. Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities.</p>		
F	BOND		
	<p>The Contractor shall find and submit on the Form of Tender and approved bank and who will be willing to be bound the Government in an amount equal to Five percent (2%) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the PROJECT MANGER 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 Contractors shall furnish within seven days another surety to the approval of the Government.</p>		
	KSHS		
	<p>Section No. 1 Bill No. 2 GENERAL MATTER</p>		

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

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

ITEM NO.		Amount Kshs.	
A	<p>PUBLIC AND PRIVATE ROADS</p> <p>Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority an the PROJECT MANAGER.</p>		
B	<p>EXISTING PROPERTY</p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER.</p>		
C	<p>VISIT SITE AND EXAMINE DRAWINGS</p> <p>The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect this tender. No claim arising from his failure to comply with this recommendation will be considered.</p>		
D	<p>ACCESS TO SITE AND TEMPORARY ROADS</p> <p>Means of access to the Site shall be agreed with the PROJECT MANAGER prior commencement of the work and Contractor must allow for building any necessary temporary access roads (approximately 70 metres long) for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the contractor shall remove such temporary access roads; temporary culverts, bridges, etc and make good and reinstate all works and surfaces distributed to the satisfaction of the PROJECT MANGER. The Contractor should also allow for relocating existing fence (approximately 30 metres long).</p>		
E	<p>AREA TO BE OCCUPIED BY THE CONTRACTOR</p> <p>The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc, shall be defined on site by the PROJECT MANAGER</p>		
	<p>Section No. 1 Bill No. 2 GENERAL MATTERS</p>	KSHS	

ITEM NO.		Amount Kshs.
A	<p>OFFICE ETC. FOR THE PROJECT MANAGER The Contractor shall provide, erect and maintain where directed on site an afterwards dismantle the site office of the type approved by the Project Manager, complete with Furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock – up type water or bucket closet for the solo use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government of Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office 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 leveling staff, ranging rods and 50 metre metallic or linen tape.</p>	
B	<p>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 as this own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER. The contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the contractor must make his own arrangements for augmenting this supply at his own cost. Nominated sub-contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.</p>	
C	<p>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.</p>	
D	<p>SUPERVISION AND WORKING HOURS The works shall be executed under the direction and 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 works is being prepared for the contract.</p>	
<p>Section No. 1 Bill No. 2 GENERAL MATTERS</p>	KSHS	

ITEM NO.		Amount Kshs.
A	<p>PROVISIONAL SUMS The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section An item A7 (i) of the Standard Method of Measurement mentioned in Condition No. 16 of the condition of Contract. Such sums are net and no addition shall be made to them for profit.</p>	
B	<p>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 An item A7 (ii) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Persons of rims nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods a stated in condition No. 20 of the Conditions of Contract are described herein as nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as nominated Suppliers.</p>	
C	<p>PROGRESS CHART The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a progress chart of the whole of the works including the works of Nominated Sub-Contractors; one copy and be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress can be recorded and chart to be amended as necessary as the work proceeds.</p>	
D	<p>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 the m 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. In terms of profit upon P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rte column in respect of them.</p>	
	<p>Should the contractor be permitted to tender and his tender be accepted of any work for which a P.C Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p>	
	<p>Section No. 1 Bill No. 2 GENERAL MATTERS</p>	<p style="text-align: right;">KSHS</p>

ITEM NO.		Amount Kshs.
A	<p>ADJUSTMENT OF PROVISIONAL SUMS</p> <p>In the final account all Provisional Sums shall be deducted at the value of the works properly executed in respect of them upon the PROJECT MANAGER'S order added to the Contract Sum. Such work shall be valued as described for variations in conditions No. 13 of the Conditions of Contract, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p>	
B	<p>NOMINATED SUB-CONTRACTORS</p> <p>When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No. 8 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractor's work concerned in the P.C Sums under the description "add for Attendance".</p>	
C	<p>DIRECT CONTRACTS</p> <p>Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C Sum the priced bills of Quantities will be adjusted as described for P.C. Sum and allowed.</p>	
D	<p>ATTENDANCE UPON OTHER TRADESMEN, ETC</p> <p>The contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor shall, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after his 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 at rates provided in these Bills.</p>	
	<p>Section No. 1 Bill No. 2 GENERAL MATTERS</p>	<p style="text-align: right;">KSHS</p> <hr/>

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

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

ITEM NO.		Amount Kshs.
A	<p>GENERAL SPECIFICATION For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.</p>	
B	<p>TRAINING LEVY The Contractor's attention is drawn to the legal notice which requires payment by the Contractor of a Training Levy at the rate of ¼% of the Contract sum on all contracts of more than Kshs. 1,000,000.00 in value.</p>	
C	<p>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.</p>	
D	<p>HOARDING The contractor shall enclose the site or part of the works under construction with a hording 2400mm high consisting of gauge 30 iron sheets on 100 x 50mm cypress timber posts firmly secured at 1800mm centres with two 75 x 50mm timber rails complete with 2No. Vehicular gates and 1No. Pedestrian gate. The contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on site.</p>	
E	<p>CONTRACTOR'S SUPERINTENDENCE/SITE AGENT The Contractor shall constantly keep on the works literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the conditions of Contract.</p>	
F	<p>COPYRIGHT The copyright of these documents is vested in Chief Quantity Surveyor, Ministry of Public Works. No part of this document may be reproduced in any form or by any means without their prior permission.</p>	
<p>Section No. 1 Bill No. 2 GENERAL MATTERS</p>		<p style="text-align: right;">KSHS</p>

<p>Section No. 1</p> <p>Bill No. 2</p> <p>GENERALMATTERS</p> <p><u>COLLECTION</u></p> <p>Total Brought Forward from Page No.</p>	<p style="text-align: center;"><i>Amount Kshs.</i></p>	
	-62-	
	-63-	
	-64-	
	-65-	
	-66-	
	-67-	
	-68-	
	-69-	
	-70-	
	-71-	
	-72-	
	-73-	
Carried Forward to Summary of Section No. 1	KSHS	
<p>Section No. 1</p> <p>Bill No. 2</p> <p>GENERAL MATTERS</p>		

Bill No.	<u>SECTION SUMMARY - PRELIMINARIES</u>	Page No.		Amount Kshs.
1	PARTICULAR MATTERS	-61-		
2	GENERAL MATTERS	-74-		
Section No. 1	Carried to Grand Summary		KSHS	

TENDER EVALUATION CRITERIA

Evaluation will be done in five stages as follows: -

1. Determination of responsiveness.
2. Technical evaluation.
3. Financial evaluation.
4. Combination of technical and financial evaluation.
5. Recommendation for award.

1. STAGE 1. (TENDER RESPONSIVENESS)

- (i) In accordance with the requirement of the instruction to Tenderers under clause 5, only substantially responsive tenders will be subject to detailed evaluation. For purpose of clause 5, a responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents without material deviation or reservation. The mandatory conditions to be compiled with are:
- a) Certified copy of registration/ incorporation certificate.
 - b) Valid tax compliance certificate.
 - c) Certified copy of valid registration with NCA 5 to 1 (Buildings)
 - d) Form of tender (properly filled, signed and stamped)
 - e) Bid security of kshs.200,000(from approved institutions with proper validity period)
 - f) Litigation history (sworn affidavit to be provided)
 - g) Confidential business questionnaire (property filled and signed and stamped)
 - h) Single Business Permit for the current year
 - i) Copies of National Identity Card of the directors/owners and CR12 Certificate
- (ii) A bidder shall fulfill all the above conditions in order to proceed to technical evaluation.
- (iii) Any bidder that does not fulfill any of the above conditions shall be disqualified from further evaluation at this stage.

EVC/1

2. STAGE 2. (TECHNICAL EVALUATION)

(i) The technical analysis will be allocated 70 scores.

(ii) The tenderer **MUST** show proof of equipments, plant & machinery, Vehicle, similar works etc.

(iii) The criteria for technical analysis will be as follows: -

Item	Criteria		Score	Max score		
1	a)	Below 40 million Ksh	1	6		
		Over 40 m ksh	2			
	b)	Below 40 million ksh	2			
		Over 40m Ksh	3		9	
15						
2	Availability of equipment Attach ownership documents	Pickup	1 number More than 1	2 4	4	
		Truck	1 number More than 1	3 5	5	
		Other relevant	1 number 2 number	1 3	5	
			3 and over	5		
14						
3	Qualified personnel in relevant trade i.e construction industry a) Director of the company (any one (1) director). b) 2no.Key personnel but of different specialty with over 5 years' experience (Qs's,Architects,Str/Civil eng & constr.managers) (Attach evidence in form of cv and relevant certificates)	Diploma	Per person	1	3	
						Degree
		Diploma	1	2		
			Degree	2		4
		Registered with relevant professional boards	2	4		11
4	Financial status KES-Audited financial statements certified by a practicing Certified Public Accountant (CPAK)	Financial statement of 2017	1	1		
		Financial statement of 2018	1	1		

Item	Criteria	score	Max score		
	Financial reports	<u>Financial statement of 2018</u>	1	1	
		<u>Net yearly operating profit</u>	Profit loss	1 0	1
		Non-current Asset base	0-15m Over15-30m Over 30m-40m Over 40m-50m Over 50	0 1 2 3 4	
				4	7
5	Evidence of adequacy of working capital (cash at hand & Banks-signed & stamped current bank statement dated not more than a month from the date of submission, letters of credit stating amount to be advanced)	<u>Has financial resources</u>			
		below the cost of the project	0		
		equal the cost of the project	4		
		more than 2x the cost of the project	10	10	10
6	Credit worthiness	Clearance Certificate from credit reference bureau	3	3	3
7	MATERIAL DEVIATIONS, MARKET PRICES AND CONSISTENCY OF RATES The bidder's prices shall be evaluated further by comparing them to the market prices	Front loading for main Elements The elemental total shall be compared against the market price as per engineer's estimates where the i Preliminaries ii Builder(iii). Civil works	5	5	
		Market rates for main items. The unit rate shall be compared against the market rate as follows: - Concrete class 25/20,Reinforcement Y25,200mm walling.Formwork per sm,Z purlins,Decra roofing,Aluminum doors,Casement window size 2250x2750,Granito floor tiles.Wall tiles,Plaster 12mm internal,Emulsion paint	5	5	
					10
Total score					70

(v). All companies that score 42 and above (out of 70) will proceed to financial evaluation.

(c)Consistency of rates and errors

The tenderers rates shall be thoroughly evaluated for consistency or lack of consistency. Specific emphasis will be given to work items of similar nature occurring in different elements or bills of the priced bill of quantities. Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as per clause 5.7

STAGE 3:FINANCIAL EVALUATION OF TENDERS

Tenders which have been determined to be substantially responsive to technical requirements will be evaluated and compared. The Financial Proposal will be checked for correctness of the computations. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its tender will be rejected, and its tender security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

The following evaluation methods will be applied: The formulae for determining the Weighted Financial Score (Sf) shall be as follows:

$Sf = 30 \times Fm/F$ where Sf is the financial score;
Fm is the lowest priced financial proposal and
F is the price of the proposal under consideration.

WEIGHTED TECHNICAL AND FINANCIAL SCORE

Proposals will be ranked according to their combined weighted technical (St) and financial (Sf) scores using the weights (T = 0.7, is the weight given to the Technical Proposal; P = 0.3, is the weight given to the Financial Proposal; and T + P = 1

The combined weighted technical and financial score, S, is calculated as follows:

$S = (St \times T \%) + (Sf \times P \%)$.

STAGE 4. RECOMMENDATION FOR AWARD

A recommendation will be made to award this tender to the tenderer achieving the highest combined technical and financial score.

EVC/4

Item	Description	Qty	Unit	Rate	Shs
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	<u>ELEMENT NO.1</u>			
	<u>SUBSTRUCTURE</u> <u>(ALL PROVISIONAL)</u>			
	Note: This element is inclusive of all works up to and including surface bed			
	<u>EXCAVATIONS & EARTHWORKS</u>			
A	Excavate oversite to remove vegetable top soil mean depth 200mm ,load and spread on site to make up levels.	438	SM	
B	Excavate in normal soil for strip foundation trenches and column pits starting from stripped level but not exceeding 1.50m deep.	200	Cm	
C	Ditto for column pits 1.5 -3.0m deep	7	Cm	
D	Excavate to reduce levels .	98	Cm	
E	Extra over excavation for excavating in hardrock class(1)one.	52	Cm	
F	Return infill and ram selected excavated materials around foundations.	89	Cm	
G	Load and cart away surplus excavated materials to a distance of about 100mm radius with site precincts.	216	Cm	
H	Imported red murrum compacted to approval to make up levels below hardcore(m.s)	98	Cm	
J	300mm Thick approved hardcore, watered, hand packed and compacted to approval.	328	Sm	
K	50mm Thick murrum blinding to top of hardcore(m.s).	328	Sm	
L	Treat surface of hardcore and exposed surface of foundation walling with 'Gladiator' or other equal approved anti-termite solution strictly to the manufacturers' printed instructions.	348	Sm	
M	200mm Thick hand dressed or machine cut natural stone walling in cement and sand (1:4)mortar with and including 20swgx19mm with hoop at every alternate course.	389	Sm	
	<u>Concrete works</u>			
	<u>Plain concrete (1:4:8)in:-</u>			
N	50mm thick (mean) blinding under column bases and strip foundation .	133	Sm	
P	Ditto under column bases	46	Sm	
	<u>Vibrated reinforced concrete(1:2:4)20/20mm aggregate in:-</u>			
Q	Strip foundation ,column bases and columns in foundations	33	Cm	
R	columns in foundation and steps	8	Cm	
S	150mm Thick surface bed.	348	Sm	
	<u>Sawn formwork to:-</u>			
T	Sides of strip foundation ,Column bases and columns in foundation	140	Sm	
U	Ditto columns	25	Sm	
V	Ditto steps	32	Sm	
W	Edge of surface bed girth 150-225mm.	112	Lm	
	Total carried to collection			

Item	Description	Qty	Unit	Rate	Sh s
	<u>REINFORCEMENT:-</u>				
	<u>High tensile square twisted bars to B.S 4461 with and including descaling ,cutting to size ,bending ,binding wire and spacer blocks.</u>				
A	8mm Diameter bars	45	Kg		
B	10mm Diameter bars	402	Kg		
C	12mm Ditto.	1484	Kg		
D	16mm ditto	568	Kg		
E	B.R.C mesh ref.No A142 with and including 150mm (min) end and side laps.	348	Sm		
	Damp proofing.				
F	500gauge black bituminous polythene paper as damp proof membrane with and including 150mm(min)end and side laps.	348	Sm		
G	600x600x50mm Thick pre-cast concrete (1:2:4) paving slabs laid on and including 50mm thick consolidated sand,jointed and pointed in cement and sand (1:4) mortar.	95	Sm		
	<u>Plinth</u>				
H	15mm thick cement and sand (1:4) render to plinth walls externally.	73	Sm		
J	Prepare and apply three coats of black bituminous paint on rendered plinth walls externally.	73	Sm		
K	Allow for strutting and plunking of all excavated works.		Item		
L	Allow for keeping off all types of water from excavated works by bailing or otherwise.		Item		
	Total carried to collection				
	Collection				
	Brought from page GR/1				
	Brought from above				

Item	Description	Qty	Unit	Rate	Sh s
	ELEMENT NO.2				
	R.C FRAME WORK				
	Vibrated reinforced concrete (1:2:4) as before described in:-				
A	Ring beam and tie beams .	26	Cm		
B	Columns	3	Cm		
C	Stairs (treads and risers)	3	Cm		
D	150mm Thick suspended slab landing and balcony	227	Sm		
E	Ditto landings .	3	Sm		
	Sawn formwork to:-				
F	Soffites of suspended slab .	196	Sm		
G	Ditto tie beams ,ring beams and lintels at openings.	17	Sm		
H	Ditto landings	3	Sm		
J	Sides of beams ,tie beams ,ring beam and lintols.	160	Sm		
K	Soffites of inclined going not exceeding 30 ⁰ from the horizontal .	9	Sm		
L	Sides of stringers ditto maximum girth 300mm.	14	Lm		
M	Edges of risers girth 150-225mm .	32	Lm		
N	Edges of suspended slabs girth 150-225mm.	112	Lm		
	High tensile square twisted bars to B.S 4461 as before described				
P	8mm Diameter bars	772	Kg		
Q	10mm Ditto	1693	Kg		
R	12mm Ditto	3023	Kg		
S	16mm Ditto.	1615	Kg		
	Total carried to summary of elements				

Item	Description	Qty	Unit	Rate	Sh s
	ELEMENT NO.3				
	WALLING				
	DAMP PROOFING				
A	150mm wide hessian based black damp proof course laid horizontally.	6	Lm		
B	200mm Ditto	141	Lm		
	GROUND FLOOR				
C	150mm Thick machine cut natural stone walling as before described internally .	17	Sm		
D	200mm Thick ditto.	202	Sm		
E	Ditto externally.	128	Sm		
	FIRST FLOOR				
G	150mm Thick walling internally.	43	Sm		
H	200mm Ditto.	189	Sm		
J	Ditto in roof space.	8	Sm		
K	Ditto externally.	177	Sm		
M	Labour and materials at eaves 200mm thick and 250mm high	84	Lm		
	Damp proofing				
N	150mm wide hessian based black damp proof course laid horizontally.	13	Lm		
P	200mm Ditto	144	Lm		
	Total carried to summary				

GR/4

Item	Description	Qty	Unit	Rate	Sh s
	ELEMENT NO.4				
	ROOF-(Pitch angle =30⁰)				
	Construction (All in sawn well seasoned and treated cypress grade III timber)				
A	150x50mm Tie beams	168	Lm		
B	150x50mm rafters	214	Lm		
C	150x50mm Struts and ties.	296	Lm		
D	100x50mm Valley rafters .	19	Lm		
E	100x50 mm Jack rafters	730	Lm		
F	100x50mm Hip rafters	59	Lm		
G	100x50mm Wall plate bolted to ring beam.(bolts m.s)	63	Lm		
H	Ditto bearer plugged to wall	39	Lm		
J	50x50mm Valley battens	39	Lm		
K	50x50mm Hip battens	120	Lm		
L	75x50mm common batten	734	Lm		
M	150x25mm cleats	72	Lm		
N	100x25mm Ditto,	122	Lm		
	Bolts				
P	12mm Diameter ,200mm long mild steel anchor bolts complete with all necessary accessories at 1200mm (max) centres..	54	No		
Q	Bore 12mm Diameter holes through 50mm thick wall plate.	54	No		
	Wrot cypress				
R	250x25mm Fascia board	96	Lm		
S	Ditto verge board.	15	Lm		
T	75x25mm Eaves treatment with and including 50x25mm hangers and bearers .	62	Sm		
	COVER (All in 15mm thick'decra' to approved colour)				
U	Roof cover with and including matching self taping screws fixed to battens(M.S)	196	Sm		
V	Matching ridge cover	6	Lm		
W	Ditto hip cover	54	Lm		
X	Ditto flushing size 500mm wide flushing bent twicw to profile	17	Lm		
	Total carried to collection				

Item	Description	Qty	Unit	Rate	Sh s
RAIN WATER GOODS (All in medium grade uPVC fittings)					
A	150mm Diameter half round rain water gutter complete with matching holder bats.	96	Lm		
B	Extra over uPVC 90° external bends .	13	No		
C	Ditto internal bends.	9	No		
D	100mm Diameter rain water down pipe with matching clips.	56	Lm		
E	Extra over ditto noszzle outlet.	16	No		
F	Extra over ditto 600mm projection swan –neck.	16	No		
G	Extra over ditto rain water shoe.	16	No		
Total carried to collection					
COLLECTION					
Brought from page GR/5					
Brought from above					
TOTAL CARRIED TO SUMMARY OF ELEMENTS					

Item	Description	Qty	Unit	Rate	Sh s
	ELEMENT NO.5				
	WINDOWS				
	Steel casement Purpose made standard steel casement (3mm thick)windows complete with and including permanent vents 12mm diameter mild steel burglar proofing to an approved pattern with all necessary accessories primed once with red –oxide primer.				
A	Window size 600x600mm	3	No		
B	Ditto size 900x600mm ditto	1	No		
C	Ditto size 600x1500mm high	1	No		
D	Ditto size 600x1800mm	1	No		
E	Ditto size 900x1800mm	3	No		
F	Ditto size 1500x1500mm	1	No		
G	Ditto size 1500x1800mm	2	No		
H	Ditto size 2000x1800mm	3	No		
J	Ditto size 2800x1800mm	1	No		
K	Corner type window overall size 3100x600mm high with and including 100x100x3mm SHS mullion inclusive to detail	1	No		
L	2000x1800mm Ditto	1	No		
M	2800x1500mm Ditto	1	No		
N	2600x1800mm Ditto	1	No		
	Glazing				
Q	4mm thick clear sheet glass in panes 0.1-0.5m ² with metal putty.	44	Sm		
R	Ditto obscure	2	Sm		
	Pelmet boxes (20No) (all in first grade wrot mahogany timber)				
S	200x25mm moulded window board plugged.	33	Lm		
T	50x38mm Bearer plugged .	33	Lm		
U	70x20mm Top to fascia	33	Lm		
V	120x20mm Moulded Fascia.	33	Lm		
W	120x70x20mm Ends .	40	No		
	Curtain track				
X	Brass –I-section curtain track complete with rollers ,hooks,brackets and ends stops(20No)	33	Lm		
	Window cills (20No)				
Y	45mm Thick (mean) by 280mm wide pre-cast concrete window cill once throated and weathered jointed in cement and sand(1:4) mortar.	33	Lm		
	Total carried to summary of elements				

Item	Description	Qty	Unit	Rate	Sh s
	<u>ELEMENT NO.6</u> <u>DOORS</u> <u>GRILLS</u>				
A	Double steel grill door in two openable leaves overall size 1700x2700mm high comprising of 50x50x3mm thick angle line framing ,30x30x3mm square hollow sections welded at 150mm (max) centres both ways including fixing, hanging ,closing and opening accessories and top fanlight size 1700x600mm high to approval all primed once with red-oxide primer before fixing.	1	No		
B	Ditto but 1500x2700mm ditto 1500x600mm ditto	1	No		
C	Ditto 900x2700mm ditto 900x600mm ditto	1	No		
	Paneled doors (All in wrot camphor or other equal approved hardwood				
D	45mm thick (finished) five(5) paneled each sash double door overall size 1700x2700mm In two unequal openable parts with fan light 1700x600mm to approval.	1	No		
	Flush doors				
E	40mm Thick (finished) solid core flush door overall size 820x2030mm openable sash faced with internal quality mahogany plywood and lipped all round in hardwood with overhead fanlight size 820x300mm high to approved detail.	7	No		
F	Ditto but semi-solid core flush door ditto.	4	No		
	Frames (wrot camphor or other approved hardwood)				
G	145x45mm Door frame once rebated .	63	Lm		
H	Ditto transome twice rebated .	9	Lm		
J	Ditto mullion	2	Lm		
K	45x20mm Architrave .	63	Lm		
L	20x20mm Quadrant.	63	Lm		
M	40x15mm Glazing beads .	21	Lm		
	Glazing				
N	675x675x6mm thick clear glass in fanlight secured with beadings (m.s).	2	No		
P	775x675x6mm Ditto	2	No		
Q	820x675x6mm Ditto	10	No		
	Iron mongery				
R	100mm brass butt hinges with matching screws .	27	Prs		
S	2-lever "Union'ornamental mortice lock complete with furniture .	4	No		
T	3-lever ditto.	6	No		
U	Ditto but rebated	4	No		
V	Approved mild steel door crumps	80	No		
W	32mm Diameter rubber door stop complete with rawl bolt fixed to floor or wall.	18	No		
X	Approved overhead hydrolic door closer	4	No		
Total carried to summary of elements					

Item	Description	Qty	Unit	Rate	Sh s
	<u>ELEMENT NO.7</u>				
	<u>FINISHES</u>				
	<u>Floor</u>				
A	30mm Thick cement and sand(toweled (1:3) toweled smooth in entry porch	38	Sm		
B	24mm thick cement and sand (1:4) to receive ceramic floor tiles (M.S)	66	Sm		
C	5mm Ditto to receive granitto	46	Sm		
D	18mm ditto to receive wood blocks(M.S)	166	Sm		
E	12mm Thick mahogany wood blocks in Lounge ,Private lounge,Private dining, guest room, common dining, passage and entry lobby	166	Sm		
F	20x100mm High Mahogany skirting	115	Lm		
G	300x300x6mm Thick ceramic floor tiles including matching grout and adhesive in waiting lobby, kitchen and store	66	Sm		
H	20x100mm High ceramic skirting	65	Lm		
J	500x500x25mm Thick polished Granitto floor finish in entry porch and verandah	46	Sm		
K	20x100mm High granitto skirting	17	Lm		
	<u>Walls</u>				
L	15mm Thick two coats gauged plaster(1:1:6) to vertical columns and wall internally.	539	Sm		
M	Ditto to soffittes of suspended slab and exposed beams ditto	210	Sm		
N	Ditto to inclined soffittes of going ditto	9	Sm		
P	Ditto to soffittes of landing ditto	3	Sm		
Q	15mm Thick two coats gauged plaster(1:1:6) to jambs and reveals of openings internally.	18	Sm		
R	250x200x6mm Thick white glazed ceramic wall tiles on and including cement sand (1:2) backing ,jointed and pointed in white cement paste above worktops and W.C walls to a height of 1900mm high.	95	Sm		
s	Extra over ditto for corners	38	Lm		
	<u>Ceiling</u>				
T	12mm Thick celotex ceiling lining on timber brandering (m.s)	95	Sm		
U	Extra over ditto in openable trap door overall size 800x800mm complete with hinges and framing	1	No		
V	75x75mm cypress covetto cornice	120	Lm		
	<u>Cypress brandering</u>				
W	75x50mm Brandering cut in flush between tie beams .	135	Lm		
X	50x50mm Ditto plugged .	201	Lm		
	Total carried to collection				

Item	Description	Qty	Unit	Rate	Sh s
	External wall finishes				
A	15mm Thick cement and sand(1:4) render to sides of edge beams ,ring beam and alls above ring beam and columns	68	Sm		
B	Ditto to walls in roof space.	18	Sm		
C	Fairface horizontal recessed keying to stone wall externally.	132	Sm		
	Balustrades				
D	30x30x3mm square hollow section overall height 950mm ,part cast in treads balcony or landing and top part welded to handrail(m.s) at 275mm centres (25No)	24	Lm		
E	75x4mm Thick mild steel flat handrail welded to balustrades (m.s)	7	Lm		
F	Ditto intermediate handrail	7	Lm		
G	Extra over for wreath formation	3	No		
H	75x50mm Moulded mahogany handrail grooved to metal flat(m.s)	7	Lm		
J	145x45mm mahogany plugged to wall	12	Lm		
K	Bore or leave holes size 30x30x50mm deep in treads or landing to receive balustrades (m.s).	25	No		
	Total carried to collection				
	Collection				
	Brought from page GR/9				
	Brought from above				
	Total carried to collection				

Item	Description	Qty	Unit	Rate	Sh s
	<u>ELEMENT NO.8</u>				
	<u>PAINTING AND DECORATING</u>				
	<u>(All in first grade 'CROWN' or other equal approved)</u>				
	<u>Prime only backs of frames before fixing.</u>				
A	Surfaces 0-100mm girth.	246	Lm		
B	Ditto 100-200mm girth.	63	Lm		
C	Ditto 200-300mm girth.	111	Lm		
	<u>Knot,prime ,prepare and apply one undercoat and two finishing coats of gloss oil paint on:</u>				
D	Surfaces of wooden doors internally.	44	Sm		
E	Surfaces 0-100mm girth.	246	Lm		
F	Ditto 100-200mm girth.	63	Lm		
G	Ditto 200-300mm girth.	111	Lm		
H	Prepare and apply three coats of clear varnish stain on eaves treatment.	62	Sm		
	<u>Prepare and apply one undercoat and two finishing coats of plastic emulsion paint on:-</u>				
J	Rendered surfaces of edge beam ,ring beam and columns externally	68	Sm		
K	Surfaces of plastered walls internally.	539	Sm		
	<u>Prepare and apply one undercoat and two finishing coats of gloss oil paint on:-</u>				
L	Soffites of suspended slab ,landings ,reveals and jambs of openings internally .	222	Sm		
M	Soffites of inclined going internally .	9	Sm		
	<u>Prime ,prepare and apply two finishing coats of gloss oil paint on metal works.</u>				
N	Sides of metal door grill externally	23	Sm		
P	Ditto internally .	23	Sm		
Q	Surfaces of steel windows internally	46	Sm		
R	Ditto externally	46	Sm		
S	Surfaces of balustrades girth 100-200mm .	24	Lm		
	Total carried to summary of elements				

Item	Description	Shs	
<u>Summary of elements</u>			
1	Substructure..... GR/2		-
2	R.C Superstructure GR/3		-
3	Walling GR/4		-
4	Roof GR/6		-
5	Windows GR/7		-
6	Doors. GR/8		-
7	Finishes..... GR/10		-
8	Painting and decorating GR/11		-
TOTAL FOR BILL NO.1 CARRIED TO GRAND SUMMARY			-

BILL NO.2

FIRST FLOOR

PAGES GR/13-22

Item	Description	Qty	Unit	Rate	Sh s
	<u>ELEMENT NO.1</u>				
	<u>R.C FRAME WORK</u>				
	<u>Vibrated reinforced concrete (1:2:4) as before described in:-</u>				
A	Ring beam and tie beams .	13	Cm		
B	Columns	1	Cm		
	<u>Sawn formwork to:-</u>				
C	Soffites tie beams ,ring beams and lintels at openings.	8	Sm		
D	Sides of tie beams ,ring beam and lintols.	133	Sm		
E	Sides of columns	9	Sm		
	<u>High tensile square twisted bars to B.S 4461 as before described</u>				
F	8mm Diameter bars	391	Kg		
G	10mm Ditto (top bars)	106	Kg		
H	12mm Ditto (bottom bars)	355	Kg		
	TOTAL CARRIED SUMMARY OF ELEMENTS				

Item	Description	Qty	Unit	Rate	Sh s
	<u>ELEMENT NO.2</u>				
	<u>WALLING</u>				
	<u>DAMP PROOFING</u>				
A	150mm wide hessian based black damp proof course laid horizontally.	13	Lm		
B	200mm Ditto	144	Lm		
	<u>GROUND FLOOR</u>				
C	150mm Thick machine cut natural stone walling as before described internally .	43	Sm		
D	200mm Thick ditto.	189	Sm		
E	Ditto externally	177	Sm		
F	Ditto in roof space.	8	Sm		
G	Labour and materials at eaves 200mm thick and 250mm high	84	Lm		
	Total carried to summary				

Item	Description	Qty	Unit	Rate	Sh s
	<u>ELEMENT NO.3</u>				
	<u>ROOF-(Pitch angle =30°)</u>				
	<u>Construction (All in sawn well seasoned and treated cypress grade III timber)</u>				
A	150x50mm Tie beams	177	Lm		
B	150x50mm rafters	80	Lm		
C	150x50mm Struts and ties.	286	Lm		
D	100x50mm Valley rafters .	32	Lm		
E	100x50 mm Jack rafters	174	Lm		
F	100x50mm Hip rafters	71	Lm		
G	100x50mm Wall plate bolted to ring beam.(bolts m.s)	79	Lm		
H	Ditto collar ties	69	Lm		
J	50x50mm Valley battens	128	Lm		
K	50x50mm Hip battens	142	Lm		
L	75x50mm common batten	135 9	Lm		
M	150x25mm cleats	272	Lm		
N	100x25mm Ditto,	453	Lm		
	<u>Bolts</u>				
P	12mm Diameter ,200mm long mild steel anchor bolts complete with all necessary accessories at 1200mm (max) centres..	66	No		
Q	Bore 12mm Diameter holes through 50mm thick wall plate.	66	No		
	<u>Wrot cypress</u>				
R	250x25mm Fascia board	81	Lm		
S	Ditto verge board.	10	Lm		
T	75x25mm Eaves treatment with and including 50x25mm hangers and bearers .	42	Sm		
	<u>COVER (All in 15mm thick'decra' to approved colour)</u>				
U	Roof cover with and including matching self taping screws fixed to battens(M.S)	346	Sm		
V	Matching ridge cover	28	Lm		
W	Ditto hip cover	65	Lm		
X	Ditto flushing size 500mm wide flushing bent twicw to profile	32	Lm		
	Total carried to collection				

Item	Description	Qty	Unit	Rate	Sh s
	<u>RAIN WATER GOODS (All in medium grade uPVC fittings)</u>				
A	150mm Diameter half round rain water gutter complete with matching holder bats.	81	Lm		
B	Extra over uPVC 90° external bends .	5	No		
C	Ditto internal bends.	9	No		
D	100mm Diameter rain water down pipe with matching clips.	42	Lm		
E	Extra over ditto noszzle outlet.	12	No		
F	Extra over ditto 600mm projection swan –neck.	12	No		
G	Extra over ditto rain water shoe.	12	No		
	Total carried to collection				
	COLLECTION				
	Brought from page GR/15				
	Brought from above				
	TOTAL CARRIED TO SUMMARY OF ELEMENTS				

Item	Description	Qty	Unit	Rate	Sh s
	<u>ELEMENT NO.4</u> <u>WINDOWS</u>				
	<u>Steel casement</u> Purpose made standard steel casement (3mm thick) windows complete with and including permanent vents 12mm diameter mild steel burglar proofing to an approved pattern with all necessary accessories primed once with red -oxide primer.				
A	Window size 600x900mm	2	No		
B	Ditto size 900x900mm ditto	1	No		
C	Ditto size 900x1800mm high	4	No		
D	Ditto size 1050x1800mm	1	No		
E	Ditto size 1500x1800mm	4	No		
F	Ditto size 2000x1800mm	1	No		
G	Corner type window overall size 3100x600mm high with and including 100x100x3mm SHS mullion inclusive to detail	1	No		
H	1600x1800mm Ditto	1	No		
J	2000x1800mm Ditto	1	No		
K	2050x1800mm Ditto	1	No		
	<u>Glazing</u>				
L	4mm thick clear sheet glass in panes 0.1-0.5m ² with metal putty.	42	Sm		
M	Ditto obscure	1	Sm		
	<u>Pelnet boxes (20No) (all in first grade wrot mahogany timber)</u>				
N	200x25mm moulded window board plugged.	23	Lm		
P	50x38mm Bearer plugged .	23	Lm		
Q	70x20mm Top to fascia	23	Lm		
R	120x20mm Moulded Fascia.	23	Lm		
S	120x70x20mm Ends .	36	No		
	<u>Curtain track</u>				
T	Brass -I-section curtain track complete with rollers ,hooks,brackets and ends stops(20No)	23	Lm		
	<u>Window cills (18No)</u>				
U	45mm Thick (mean) by 280mm wide pre-cast concrete window cill once throated and weathered jointed in cement and sand(1:4) mortar.	23	Lm		
	TOTAL CARRIED TO SUMMARY OF ELEMENTS				

Item	Description	Qty	Unit	Rate	Sh s
	<u>ELEMENT NO.5</u>				
	<u>DOORS</u>				
	<u>GRILLS</u>				
	<u>Panelled doors (All in wrot camphor or other equal approved hardwood</u>				
A	45mm thick (finished) five(5) paneled each sash double door overall size 1700x2700mm In two unequal openable parts with fan light 1700x600mm to approval.	7	No		
	<u>Flush doors</u>				
B	40mm Thick (finished) solid core flush door overall size 820x2030mm openable sash faced with internal quality mahogany plywood and lipped all round in hardwood with overhead fanlight size 820x300mm high to approved detail.	1	No		
C	Ditto but semi-solid core flush door ditto.	2	No		
	<u>Frames (wrot camphor or other approved hardwood)</u>				
D	145x45mm Door frame once rebated .	63	Lm		
E	Ditto transome twice rebated .	9	Lm		
F	45x20mm Architrave .	63	Lm		
G	20x20mm Quadrant.	63	Lm		
H	40x15mm Glazing beads .	21	Lm		
	<u>Glazing</u>				
J	820x675x6mm thick clear glass in fanlight secured with beadings (m.s).	10	No		
K	775x675x6mm Ditto	2	No		
L	820x675x6mm Ditto	10	No		
	<u>Iron mongery</u>				
M	100mm brass butt hinges with matching screws .	15	Prs		
N	2-lever "Union'ornamental mortice lock complete with furniture .	3	No		
P	3-lever ditto.	7	No		
Q	Approved mild steel door crumps	80	No		
R	32mm Diameter rubber door stop complete with rawl bolt fixed to floor or wall.	10	No		
S	Approved overhead hydrolic door closer	2	No		
	TOTAL CARRIED TO SUMMARY OF ELEMENTS				

Item	Description	Qty	Unit	Rate	Sh s
	<u>ELEMENT NO.6</u>				
	<u>FINISHES</u>				
	<u>Floor</u>				
A	24mm thick ditto to receive ceramic floor tiles	37	Sm		
B	5mm Ditto to receive granitto	46	Sm		
C	Ditto to receive wood blocks	143	Sm		
D	12mm Thick mahogany wood blocks in Lounge ,Private lounge, Private dining, guest room, common dining, passage and entry lobby	166	Sm		
E	20x100mm High Mahogany skirting	115	Lm		
F	300x300x6mm Thick ceramic floor tiles including matching grout and adhesive in waiting lobby, kitchen and store	37	Sm		
G	20x100mm High ceramic skirting	49	Lm		
H	500x500x25mm Thick polished Granitto floor finish in entry porch and verandah	46	Sm		
J	20x100mm High granitto skirting	17	Lm		
	<u>Walls</u>				
K	15mm Thick two coats gauged plaster(1:1:6) to vertical columns and wall internally.	544	Sm		
L	15mm Thick two coats gauged plaster(1:1:6) to jams and reveals of openings internally.	18	Sm		
M	250x200x6mm Thick white glazed ceramic wall tiles on and including cement sand (1:2) backing ,jointed and pointed in white cement paste above worktops and W.C walls to a height of 1900mm high.	66	Sm		
N	Extra over ditto for corners	65	Lm		
	<u>Ceiling</u>				
P	12mm Thick celotex ceiling lining on timber brandering (m.s)	207	Sm		
Q	Extra over ditto in openable trap door overall size 800x800mm complete with hinges and framing	1	No		
R	75x75mm cypress covetto cornice	206	Lm		
	<u>Cypress brandering</u>				
S	75x50mm Brandering cut in flush between tie beams .	288	Lm		
T	50x50mm Ditto plugged .	432	Lm		
	Total carried to collection				

Item	Description	Qty	Unit	Rate	Sh s
	<u>External wall finishes</u>				
A	15mm Thick cement and sand(1:4) render to sides of edge beams ,ring beam and alls above ring beam and columns	36	Sm		
B	Ditto to walls in roof space.	24	Sm		
C	Fairface horizontal recessed keying to stone wall externally.	39	Sm		
	Total carried to collection				
	<u>Collection</u>				
	Brought from page GR/19				
	Brought from above				
	TOTAL CARRIED TO COLLECTION				

Item	Description	Qty	Unit	Rate	Sh s
	<u>ELEMENT NO.8</u>				
	<u>PAINTING AND DECORATING</u>				
	<u>(All in first grade 'CROWN' or other equal approved)</u>				
	<u>Prime only backs of frames before fixing.</u>				
A	Surfaces 0-100mm girth.	204	Lm		
B	Ditto 100-200mm girth.	52	Lm		
C	Ditto 200-300mm girth.	92	Lm		
	<u>Knot, prime, prepare and apply one undercoat and two finishing coats of gloss oil paint on:</u>				
D	Surfaces of wooden doors internally.	40	Sm		
E	Surfaces 0-100mm girth.	204	Lm		
F	Ditto 100-200mm girth.	52	Lm		
G	Ditto 200-300mm girth.	92	Lm		
H	Prepare and apply three coats of clear varnish stain on eaves treatment.	42	Sm		
	<u>Prepare and apply one undercoat and two finishing coats of plastic emulsion paint on:-</u>				
J	Rendered surfaces of edge beam, ring beam and columns externally	36	Sm		
K	Surfaces of plastered walls internally.	544	Sm		
	<u>Prime, prepare and apply two finishing coats of gloss oil paint on metal works.</u>				
L	Surfaces of steel windows internally	47	Sm		
M	Ditto externally	47	Sm		
	<u>Prepare and apply one undercoat and two finishing coats of plastic emulsion paint on:-</u>				
N	Surfaces of Celotex ceiling lining	207	Sm		
	TOTAL CARRIED TO SUMMARY OF ELEMENTS				

Item	Description	Shs	
	<u>Summary of elements</u>		
1	R.C SuperstructureGR/13		
2	Walling GR/14		
3	Roof GR/16		
4	Windows GR/17		
5	Doors. GR/18		
6	Finishes..... GR/20		
8	Painting and decorating GR/21		
TOTAL FOR BILL NO.2 CARRIED TO GRAND SUMMARY			

GR/22

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
<u>P.C AND PROVISIONAL SUMS</u>					
A	Allow a Prime Cost Sum of One Million Three Hundred and Seventy Five Thousand shillings (KShs.1,375,000.00) for Electrical works to be executed by a nominated sub contractor		SUM		1,375,000.00
B	Allow a Prime Cost Sum of Nine Hundred and Twenty Thousand shillings (KShs.920,000.00) for mechanical works		SUM		920,000.00
C	Allow a Provisional Sum of One Million Eight Hundred Thousand shillings (KShs.1,800,000.00) for 1 No.100 persons capacity septic tank,2No soak pits ,manholes and foul water pipe network		SUM		1,800,000.00
D	Allow a provisional sum of one million six hundred thousands (1,600,000) shillings only for external works		SUM		1,600,000
D	Allow a Prime Cost Sum of Seven Hundred and Fifty Thousand shillings (KSh 750,000.00) for Contingency		SUM		750,000.00
TOTAL FOR P.C SUMS CARRIED TO SUMMARY					

Item	Description	Tender Use	Official Use	
1	PRELIMINARIES.....PAGE 74			
2	TOTAL FOR BILL NO.1PAGE GR/12			
3	TOTAL FOR BILL NO.2PAGE GR/22			
4	P.Cs & PROVISIONAL SUMSPAGE PC/1			
GRAND TOTAL CARRIED TO FORM OF TENDER				

AMOUNT IN WORDS

.....
.....

NAME OF TENDERER:

ADDRESS:

SIGNATURE:

DATE:

NAME OF WITNESS:

ADDRESS:

SIGNATURE:

DATE:

GS/1

