COUNTY GOVERNMENT OF MERU

DEPARTMENT OF HEALTH

OPEN TENDER DOCUMENT

FOR

PROPOSED CONSTRUCTION OF MATERNITY BLOCK AT TIMAU HOSPITAL

NEG NO. 724887

EXECUTING AGENCY/CLIENT:
COUNTY SECRETARY
COUNTY GOVERNMENT OF MERU
P. O. BOX 120
MERU

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SECTION I - INVITATION FOR TENDERS

TENDER NAME: PROPOSED CONSTRUCTION OF MATERNITY BLOCK AT TIMAU HOSPITAL

TENDER REF NO: NEG NO. 724887

County Government of Meru (CGM) (hereafter called "The Client") now invites sealed bids nationally, from eligible Contractors for provision of the aforementioned works at site. Interested Contractors may obtain further information from and inspect the tender document from CGM website: http://www.meru.go.ke/ portal or IFMIS portal: www.treasury.go.ke

1.1 Bidders who will be interested shall download the tender document from the website and MUST forward their particulars immediately for recording and further clarification and addenda to procurement.finance@meru.go.ke

1.2 Completed tender documents must be submitted through the IFMIS Supplier Portal: supplier.treasury.go.ke as per the requirements contained in the tender document so as to be received on or before the date and time indicated in IFMIS-**(24//05/2019 @ 10AM);**

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

1.4 Tenderers shall furnish, as part of their application a tender security as per the Newspaper Advert and as per the instructions to tenderers. Bidders must **Upload** copy of **ORIGINAL** bid security to the IFMIS Portal & deliver the **ORIGINAL** bid security to the office of Director Supply Chain Management Services, in the Head-Quarter building of the CGM. **A bidder will demand an acknowledged copy of the bid bond**

1.5 The criteria stated in the appendix to instruction to tenderers will be used to evaluate the tenderers responsiveness thereby obtaining the lowest evaluated bidder;

1.6 Bidders who may experience any challenges in accessing or uploading the tender documents in the IFMIS tender portal should contact IFMIS help desk Tel (0800721477) at the National Treasury or contact Supply Chain Management Services Office situated at the County Headquarter

1.7 Performance security from a reputable bank shall be 5% of the contract price upon award and before commencement of works;

NOTE: **The system will automatically lock out at the date & time of tender closing indicated in the IFMIS portal. The pretender site visit indicated in the advert is mandatory. Manual Submissions shall not be acceptable in this e-tendering and therefore no physical opening of the tenders**

DIRECTOR SUPPLY CHAIN MANAGEMENT SERVICES
FOR COUNTY SECRETARY
COUNTY GOVERNMENT OF MERU

SECTION II - INSTRUCTION TO TENDERERS

1. General

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

1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:

(a) copies of certificates of registration, and principal place of business;
(b) total monetary value of construction work performed for each of the last three years;
(c) experience in works of a similar nature and size for each of the last three years, and clients who may be contacted for further information on these contracts;
(d) major items of construction equipment owned or hired;
(e) qualifications and experience of key site management and technical personnel proposed for the Contract;
(f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last three years;
(g) Authority to seek references from the Tenderer's bankers.

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

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

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

1.6 The price to be charged for the tender document shall not exceed Kshs. 1,000/= when purchased from the Authority. However the same document could be obtained from the official website for free.

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

2 Tender Documents

2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:-

(a) These instructions to Tenderers
(b) Form of Tender
(c) Conditions of Contract and Appendix to Conditions of Contract
(d) Specifications
(e) Drawings
(f) Bills of Quantities/Schedule of Rates (whichever is applicable)
(g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions

2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.

2.3 A Prospective Tenderer making inquiries of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.

2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

3. Preparation of Tenders

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

3.2 The tender submitted by the Tenderer shall comprise the following:-
(a) The Tender;

(b) Tender Security;

(c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts

(d) Any other materials required to be completed and submitted by Tenderers.

3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed

covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.

3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.

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

3.6 Tenders shall remain valid for a period of sixty (60) days from the date of submission. However in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.

3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.

3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

3.10 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

4. Submission of Tenders

4.1 The tender duly filled and sealed in an envelope shall;-

(a) be addressed to the Employer at the address provided in the invitation to tender;

[b] Bear the name and identification number of the Contract as defined in the invitation to tender; and

[c] Provide a warning not to open before the specified time and date for tender opening.

4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.

4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.

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

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

4.5 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

5. Tender Opening and Evaluation

5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.

5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer . Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.

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

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

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

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

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

(d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).

(e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

(f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the

Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.

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

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

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

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

5.9 Preference where allowed in the evaluation of tenders shall not exceed 15% of the original contract price.

5.10 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.

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

6. Award of Contract

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

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

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

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

6.5 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.

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

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

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

7. Corrupt and fraudulent practices

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

7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.

7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

8. Appendix to instructions to Tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	*PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS*
1.4	*The responsibility, risk and cost visiting the Site shall be at the Tenderer's own expense.*
1.6	*Price of the tender is nil*
3.2 (b)	*Tender security shall be as per the Invitation of Tender*
3.6	*Tender shall be valid for 120 days.*

5.4	*No correction of errors pursuant to Section 82 of the PPADA 2015*
5.6/5.7/5.9	*Contract variations shall be within the Public Procurement & Asset Disposal Act 2015*
3.7/4	*Submission of tenders:* Only as per Invitation to Tenderers
Evaluation Criteria:	You shall be requested to meet the Mandatory & Technical conditions before further negotiations with the CGM.

Mandatory Conditions

The bidders should provide proof to the following:-

i. Copy of current business license from Authority of the principal place of business.
ii. Provide a copy of Valid Tax Compliance Certificate from KRA.
iii. Copy of certificate of business Incorporation/Registration.
iv. Duly filled, signed and stamped Confidential Business Questionnaire;
v. Duly filled, signed and stamped Form SD1 & Form SD2 as per the Standard format provided in this tender.
vi. Duly filled, signed and stamped tender Securing Declaration Form as per the Standard format provided in this tender only for AGPO Contractors only; WITH
vii. Certificate copy of Youth, Women or persons with disability (category: Construction/Small Works) issued by the National Treasury OR
viii. **ORIGINAL** bid security submitted to the Head-Quarter building of the CGM &/or **acknowledged copy of the bid bond** as per the Invitation letter for Non-AGPO contractors
ix. Duly completed, signed and stamped Form of Tender
x. Certificate copy of registration by National Construction Authority to carry out similar works. (NCA 6- Building Works Contractor)
xi. Copies of CR12; Partnership Deed if any & National IDs/ Passports.
xii. Proof of attendance in Mandatory Site Visit

9. Technical Evaluation Criteria

9.1 Technical

No.	Evaluation criteria	Evaluation attribute	Weighing Score	Maximum score
1.	Experience of the firm	Number of businesses done on 2014, 2015,2016,2017 and 2018 (LPO/contracts/Completion	15 businesses and above =20 Others prorated	20

No.	Evaluation criteria	Evaluation attribute	Weighing Score	Maximum score
		certificates)	at: No. of businesses x 20/15 businesses	
		Magnitude of businesses done in the year 2014, 2015,2016,2017 and 2018 (LPO/contracts/Completion certificates)	50 million and above =20 Others prorated at Value of businesses x 20 /50 million	20
		No of years in the Industry (Certificate of Incorporation)	5 years and above=10 Others prorated at: No. of years x 10 /5 years	10
2.	Staffing Levels/ Professional qualification(attach copies of certificates)	Site Engineer with degree	5	10
		Foreman with diploma	3	
		Supervisors	2	
3.	Financial capacity (Audited Accounts)	Acid test/ quick ratio= Current assets - Stock Current liability	2.1 ratio Others prorated at The ratio x 15 2	15
		Current ratio = Current assets Current liability	2.1 ratio Others prorated at	15

No.	Evaluation criteria	Evaluation attribute	Weighing Score	Maximum score
			The ratio x 15 2	
4	Equipment and accessories owned by the company and to be directly assigned to the project during the contract period(Attach certified copies of certificate of ownership purchase receipts, sales agreements or lease agreements)	Provide details/list of at least 5 equipment and accessories and explain what they will be used for in the project implementation(2marks for each equipment)		10
TOTAL				100%

9.2 Financial

1. Prices quoted: should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for (120) days from the closing date of tender.
2. Only bidders who score 70% and above will be considered for financial ranking

SECTION III - CONDITIONS OF CONTRACT

1. Definitions

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

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

"Schedule of Rates" means the priced Schedule of Rates forming part of the tender [where applicable].

"The Completion Date" means the date of completion of the Works as certified by the Employer's Representative.

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

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

"The Contractor's Tender" is the completed tendering document submitted by the Contractor to the Employer.

"The Contract Price" is the price stated in the Letter of Acceptance.

"Days" are calendar days; **"Months"** are calendar months.

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

"The Defects Liability Certificate" is the certificate issued by Employer's Representative upon correction of defects by the Contractor.

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

"Drawings" include calculations and other information provided or approved by the Employer's Representative for the execution of the Contract.

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

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

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

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

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

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

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

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

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

" A Variation" is an instruction given by the Employer's Representative which varies the Works.

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

2. Contract Documents

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

(1) Agreement,
(2) Letter of Acceptance,
(3) Contractor's Tender,
(4) Conditions of Contract,
(5) Specifications,
(6) Drawings,
(7) Bills of Quantities or Schedule of Rates [whichever is applicable)

3. Employer's Representative's Decisions

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

4. Works, Language and Law of Contract

4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer's Representative, and complete them by the Intended Completion Date.

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

5. Safety, Temporary works and Discoveries

5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.

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

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

6 Work Program and Sub-contracting

6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.

6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employer's Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7 The site

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

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

8 Instructions

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

9 Extension of Completion Date

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

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

Delay by:-
(a) force majeure, or

(b) reason of any exceptionally adverse weather conditions, or

(c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or

(d) reason of the Employer's Representative's instructions issued under these Conditions, or

(e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or

(f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or

(g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or

(h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or

(i) reason of delay in appointing a replacement Employer's Representative, or

(j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or

(k) Delay in receiving possession of or access to the Site.

10 Management Meetings

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

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

11 Defects

11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.

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

12 Bills of Quantities/Schedule of Rates

12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.

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

13 Variations

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

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

Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

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

14 Payment Certificates and Final Account

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

(i) Advance payment_____(*percent of Contract Price, to be inserted by the Employer).* [after Contract execution]

(ii) First stage (*define stage)* _____

(iii) Second stage *(define stage*)_____

(iv) Third stage (*define stage)* _____

(v) After defects liability period .

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

14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

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

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

15. Insurance

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

16. Liquidated Damages

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

17. Completion and Taking Over

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

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

18. Termination

18.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

(a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;

(b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.

(d) the Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

18.2 If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of

the Works executed and materials, goods, equipment and temporary buildings on Site.

19. Payment Upon Termination

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

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

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

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not;

(a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or for bearing 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 for bearing to show favor or dis-favor to any person in relation to this or any other contract with the Employer.

(b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

21. Settlement of Disputes

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

Appendix to General conditions

1) The successful bidder shall furnish the employer with a performance security of 5% of the tender award amount before signing of the contract

SECTION IV – SPECIFICATIONS AND BILLS OF QUANTITIES/SCHEDULE OF RATES

Preamble to Bill of Quantities

1. These Bills of Quantities form part of the Contract Documents and are to be read in conjunction with the Conditions of Contract, Specifications and Drawings.

2. The rates quoted for the quantities shall include the costs of mobilization, demobilization and any other expenditure that is not indicated in the Bill of Quantities.

3. For items where lump sums are to be quoted, the Contractor is required to note all the small items that make up the major item.

4. The quantities set forth in the Bills of Quantities represent the character of the work to be carried out. There is no guarantee to the Contractor that he will be required to carry out the exact quantities of work indicated under any one particular item or group of items in the Bills of Quantities, though on the Contract as a whole the quantities are intended to represent the overall value of the work to be carried out.

5. The prices and rates inserted in the Bill of Quantities will be used for valuing the work executed and the Engineer will measure the whole of the works executed in accordance with the Contract.

6. The prices and rates inserted in the Bills of quantities are to be the full inclusive costs of the works described under the items, complete in place and in accordance with the Specifications and Drawings, including setting out of the works, including costs and expenses which may be required in and for the construction of the works described, together with any temporary works and installations which may be necessary and all general risks, liabilities and obligations set forth or implied in the Documents on which the Contract is based.

7. The brief description of the items given in the Bills of Quantities are purely for the purpose of identification and in no way modify or supersede the detailed descriptions given in the Conditions of Contract, Specifications or Drawings.

8. No alteration shall be made to the Bills of Quantities and no extra item shall be inserted. The Tenderer shall satisfy himself that the Contract Sum arrived at by pricing the quantities and items given is sufficient compensation for constructing and maintaining the whole of the works in accordance with the Contract Documents.

9. During construction the unit rate established for an item in one Bill of Quantities may be used as a basis for establishing a unit rate for similar work in another Bill of Quantities which contains no unit rate for the said item.

10. Quantities for site clearance, stripping and spreading shall be based on the horizontal projection of the area cleared or stripped.

11. The volume of fill will be measured net to the finished levels as shown in the drawings or as amended by the Engineer.

12. All rates and sums in the Bill of Quantities shall be in Kenya Shillings and Cents.

13. Explanation of abbreviations used in the Bills of Quantities is as follows:-

L.S	-	Lump Sum
No.	-	Number
Mm	-	Millimetre
M/m	-	Linear Metre
M^2/m^2	-	Square Metre
M^3/m^3	-	Cubic Metre
Ha	-	Hectare
GS	-	Galvanized Steel.

14. The rates for provision of concrete shall include the cost of formwork and casting where necessary.

15. Before carrying out any implementation of works, the Contractor together with CGM appointed Project Supervisor shall discuss on the bill of quantities and identify all the works stated in the bill of quantities and get satisfied that the description of the works correspond to the actual ground conditions. The original ground levels shall then be taken jointly by the Surveyor from the Contractor and CGM Supervisor and recorded. No work shall start on any site before original ground levels are recorded and controls set.

BILL OF QUANTITIES/SCHEDULE OF RATES- As shown below

ITEM	DESCRIPTION	AMOUNT (KSHS)
	-	
A	PRICING ITEMS OF PRELIMINARIES	
	-	
	THE FOLLOWING IN PARTICULAR PRELIMINARIES	
	-	
	PARTICULAR PRELIMINARIES ITEMS	-
	-	
	Please note that failure to price any item of general particular preliminaries will be construed to mean that the tenderer wishes to provide for that item free of charge.	-
B	VALUE ADDED TAX & WITHHOLDING TAX	
	-	
	The contractor shall allow for addition of 16% Value Added Tax (V.A.T.) within the rates of these Bills of Quantities. Any omission in respect thereof shall be treated and corrected as an arithmetic error as per clause 5 of the instructions to Tenderers. The Contractor shall also allow for 3% Withholding Tax which should be included within the pricing rates	-
	Please note that from every Interim and Final Payment 3% Withholding Tax shall be deducted and paid directly to the K.R.A.	-
C	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.	-
D	SCOPE OF THE CONTRACT	
	-	
	The works to be carried out under this contract comprises PROPOSED MATERNITY BLOCK IN TIMAU HOSPITAL	-
E	DESCRIPTION OF THE WORKS	
	-	
	Setting out, Substructure Works, Work to Superstructure with and including building finishes	-

F	PERIMETER	
	The approximate perimeter is 227 square metres. The total length is given without any warranty but for guidance only.	-
G	MEASUREMENTS	
	-	
	In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract document shall immediately be referred to the Project Manager.	-
	Total Carried To Collection	-
A	LOCATION OF SITE	
	The site for works is located at the TIMAU HOSPITAL - Meru County	-
	The tenderer shall be deemed to have visited the site and familiarized himself with all site conditions prior to submission of tenders.	-
	No claims arising from the tenderers failure to do so will be entertained.	-
B	EXISTING BUILDING SERVICES	
	Special precautions shall be required throughout the contract period to avoid damage to the existing cables, drains and other services. The Contractor shall allow for making good any damage arising from his actions during execution of this contract at his own expense.	-
C	GENERAL SPECIFICATIONS	
	The Contractor is referred to General Specifications for Building Works – 1976 Edition Pages B1 – B2 and must allow for all costs in complying with these clauses.	-
	-	
D	CONTRACT COMPLETION PERIOD	
	-	
	The contract completion period in accordance with condition 31 of the conditions of contract must be strictly adhered to.	-
	-	

	The PROJECT MANAGER shall strictly monitor the Contractors progress in relation to the progress chart and should it be found necessary, the PROJECT MANAGER shall inform the Contractor in writing that his actual performance on site is not satisfactory.	-
	-	
	In all such cases, the Contractor shall accelerate his rate of performance, production and progress by all means such as additional labour, plant, e.t.c., and working overtime all at his cost.	-
E	WORKING CONDITIONS	
	-	
	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.	-
F	SIGN BOARD	
	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	15,000.00
	-	
	Total Carried To Collection	15,000.00
A	LABOUR CAMPS	
	-	
	The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.	-
B	MATERIALS FROM DEMOLITIONS	
	-	
	Any materials arising from demolitions and not re-used shall become the property of the government. The Contractor shall allow in his rates for the cost of assembling and keeping them at the Department of Public Works, Meru County.	-
C	PRICING RATES	
	The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing all to comply with the said Conditions of Contract.	-
D	PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO THE CONTRACT AGREEMENT	
	The following are the insertions to be made in the appendix to the Contract Agreement: -	

	Period of Final Measurement - 3 Months From Practical completion	
	Defects Liability Period - 6 Months from practical completion	
	Date for Possession - To be agreed with the Project Manager	
	Date for Completion - - To be agreed with the Project Manager	
	Liquidated and Ascertained At the rate of Kshs 10,000.00 per week or part thereof	
	Prime cost sums for which the The Contractor desires to tender	
	(a)	
	(b)	
	©	
	Period of Interim Certificate - Monthly	
	Period of Honouring Certificates - 30 days	
	Percentage of Certified Value Retained -10%	
	Limit of Retention Fund - 10%	
	Bonds Shall be from Approved Banks and Insurance Companies	
	-	
	Total Carried To Collection	-
	<u>COLLECTION</u>	
	Brought Forward From Page P/1	-
	Brought Forward From Page P/2	15,000.00

	Brought Forward From Page P/3	-
	TOTAL FOR PARTICULAR PRELIMINARIES ~ CARRIED TO GRAND SUMMARY	15,000.00
A	PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES	
	-	
	THE FOLLOWING IN GENERAL PRELIMINARIES	
	-	
	Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specifications.	
	-	
	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 millimetre	
	KG. Shall mean Kilogramme	
	NO. Shall mean Number	
	PRS. Shall mean Pairs	
	B.S. Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I., England.	
	Ditto Shall mean the whole of the preceding description except as qualified in the description in which it occurs.	
	m.s. Shall mean measured separately.	
	a.b.d Shall mean as before described.	

	P.M. Shall mean Project Manager	
A	EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT	
	-	
	Attendance ; Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:-	
	Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same.	
	-	
	Fix Only:-	
	Fix Only shall mean take delivery at nearest railway station (Unless otherwise directed by the Project Manager), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.	
	The term "Employer" and "Government" wherever used in the contract document shall be synonymous	
C	PROJECT MANAGER	
	The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the Government.	
	-	
D	ARCHITECT	
	-	
	The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is County Public Works P.O. Box 120-60200 MERU	
	-	
E	QUANTITY SURVEYOR	
	The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is County Public Works P.O. Box 120-60200 MERU	

	-	
	Total Carried To Collection	-
	-	
A	ELECTRICAL ENGINEER	
	-	
	The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is County Public Works P.O. Box 120-60200 MERU	
	-	
B	MECHANICAL ENGINEER	
	-	
	The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is County Public Works P.O. Box 120-60200 MERU	
	-	
C	STRUCTURAL ENGINEER	
	-	
	The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is County Public Works P.O. Box 120-60200 MERU	
D	FORM OF CONTRACT	
	The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works(2006 Edition) included herein	
	The Conditions of Contract are also included herein	
	Conditions of Contract; These are numbered from 1 to 38 as set out in pages 18 to 38 of these tender documents	
	Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities	
E	BOND.	

	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 and amount equal to five per cent (5%) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the PROJECT MANAGER and who will when and if called upon, sign a Bond to that effect on the relevant standard form included herein. (without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.	N/A
F	PLANT, TOOLS AND VEHICLES	
	Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.	20,000.00
	Total Carried To Collection	70,000.00
A	TRANSPORT	
	Allow for transport of workmen, Ministry of works supervision personnel, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.	20,000.00
B	MATERIALS AND WORKMANSHIP.	
	-	
	All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.	-
C	SIGN FOR MATERIALS SUPPLIED.	
	The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER	-
D	STORAGE OF MATERIALS	

	The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.	50,000.00
E	SAMPLES	
	The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Roads, Housing and Public Works.	
	The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.	20,000.00
	Total Carried To Collection	90,000.00
A	GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.	
	-	
	Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople.	
	The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps , passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.	-
B	SECURITY OF WORKS ETC.	

	The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.	20,000.00
C	PUBLIC AND PRIVATE ROADS.	
	Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER	-
D	EXISTING PROPERTY.	
	The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER	-
C	VISIT SITE AND EXAMINE DRAWINGS.	
	The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.	-
	Total Carried To Collection	20,000.00
A	ACCESS TO SITE AND TEMPORARY ROADS	
	Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads (approximately 70 metres long) for the transport of the materials, plant and 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 disturbed to the satisfaction of the PROJECT MANAGER	-
B	AREA TO BE OCCUPIED BY THE CONTRACTOR	
	The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER	-

C	OFFICE ETC. FOR THE PROJECT MANAGER	
	-	
	The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the site office of the type noted in the Particular Preliminaries, complete with Furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces.	
	The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.	200,000.00
D	WATER AND ELECTRICITY SUPPLY FOR THE WORKS	
	-	
	The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER .	
	The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.	100,000.00
	Total Carried To Collection	300,000.00
A	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	100,000.00
B	SUPERVISION AND WORKING HOURS	

	The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.	
C	PROVISIONAL SUMS	
	The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Such sums are net and no addition shall be made to them for profit.	
D	PRIME COST (OR P.C.) SUMS.	
	-	
	The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods as stated in Condition No. 20 of the Conditions of Contract are described herein as Nominated Sub-Contractors.	
	Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.	
	-	
E	PROGRESS CHART.	
	-	
	The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.	10,000.00
	Total Carried To Collection	110,000.00
A	ADJUSTMENT OF P.C. SUMS.	
	In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid.	
	Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them.	

	Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be as if the work were executed by a Nominated Sub-Contractor.	
B	ADJUSTMENT OF PROVISIONAL SUMS.	
	-	
	In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued as described for Variations in Conditions No. 13of the Conditions of Contract, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.	
	-	
C	NOMINATED SUB-CONTRACTORS	
	-	
	When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No. 20 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's	
	work concerned in the P.C. Sums under the description "add for Attendance".	
D	DIRECT CONTRACTS	
	Notwithstanding the foregoing conditions, the Government reserves the right to place a Direct Contract for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.	
	Total Carried To Collection	-
A	ATTENDANCE UPON OTHER TRADESMEN, ETC.	
	The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.	
B	INSURANCE	

	-	
	The Contractor shall insure as required in Conditions Nos. 22 and 23 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the	
	PROJECT MANAGER's inspection.	150,000.00
C	PROVISIONAL WORK	
	-	
	All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER	
	Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.	
D	ALTERATIONS TO BILLS, PRICING, ETC.	
	Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored.	
	The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities.	
	All items of measured work shall be priced in detail and the Tenders containing Sums to cover trades or groups of work must be broken down to show the price of Lump of each item before they will be accepted.	
	Total Carried To Collection	150,000.00
A	BLASTING OPERATIONS	

	Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.	
B	MATERIALS ARISING FROM EXCAVATIONS	
	-	
	Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.	
	-	
C	PROTECTION OF THE WORKS.	
	-	
	Provide protection of the whole of the works contained in the Bills of Quantities, including casing , casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.	10,000.00
D	REMOVAL OF RUBBISH ETC.	
	Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.	20,000.00
E	WORKS TO BE DELIVERED UP CLEAN	
	-	
	Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER	20,000.00
F	FIRM PRICE CONTRACT	
	-	
	Unless otherwise specifically stated in the Particular Preliminaries this is a firm price contract and the Contractor must allow in his tender rates for any increase in the cost of labour and/or materials during the currency of the contract.	
	Total Carried To Collection	50,000.00

A	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.	
	-	
B	TRAINING LEVY	
	-	
	The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 50,000.00 in value.	-
	-	
C	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.	
D	HOARDING	
	-	
	The Contractor shall enclose the site or part of the works under construction with a hoarding 2400 mm high consisting of iron sheets on 100 x 50 mm timber posts firmly secured at 1800 mm centres with two 75 x 50 mm timber rails. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.	100,000.00
E	CONTRACTOR'S SUPERINTENDENCE/SITE AGENT	
	The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.	50,000.00
F	COPYRIGHT	
	-	

	The copyright of these documents is vested in the County Quantity Surveyor, County Public Works. No part of this document may be reproduced in any form or by any means without their prior permission.	
	Total Carried To Collection	150,000.00
	COLLECTION	
	Brought Forward From Page P/5	-
	Brought Forward From Page P/6	-
	Brought Forward From Page P/7	70,000.00
	Brought Forward From Page P/8	90,000.00
	Brought Forward From Page P/9	20,000.00
	Brought Forward From Page P/10	300,000.00
	Brought Forward From Page P/11	110,000.00
	Brought Forward From Page P/12	-
	Brought Forward From Page P/13	150,000.00
	Brought Forward From Page P/14	50,000.00
	Brought Forward From Page P/15	150,000.00
	TOTAL FOR GENERAL PRELIMINARIES ~ CARRIED TO GRAND SUMMARY	940,000.00
	-	
	PRICING ITEMS OF PRELIMINARIES	
	-	
	THE FOLLOWING IN SPECIAL PRELIMINARIES	
	-	
	SPECIAL PRELIMINARIES ITEMS	-

	-	
	Please note that failure to price any item of general particular preliminaries will be construed to mean that the tenderer wishes to provide for that item free of charge.	-
	Total Carried To Collection	-
	COLLECTION	
	Brought Forward From Page P/17	-
	TOTAL FOR SPECIAL PRELIMINARIES ~ CARRIED TO GRAND SUMMARY	-
		.

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	PROPOSED MATERNITY BLOCK IN TIMAU HOSPITAL				
	ELEMENT NO.1				
	SUBSTRUCTURES				
	(ALL PROVISIONAL)				
	Excavations				
A	Clear site of all shrubs and undergrowth including grubbing up of roots and dispose off as directed.	227	SM		
B	Excavate to remove top vegetable soil average 300mm deep	68	SM		
C	Excavate trenches for raft foundation not exceeding 1.5metres from reduced level	234	CM		
D	Extra over excavation from rock in any position	70	CM		
	Filling and carting away				
E	Return, fill and ram with selected and approved excavated material around excavations	165	CM		
F	Load and cart away excavated materials from site	89	CM		
G	300 thick approved hardcore bed handpacked, well watered and compacted	227	SM		
H	50 mm selected fine material to hardcore surfaces, well rolled and leveled to receive concrete	227	SM		
I	Apply "Termidor" or any other similar and approved anti termite chemical treatment on blinded surfaces.	227	SM		
J	500 gauge polythene sheeting with sides and end laps as described laid on blinded surfaces	227	SM		
	Carried to Collection				

	SUBSTRUCTURES-(CONTINUED)				
	Plain concrete (1:4:8) in				
A	50mm Thick blinding to foundations	89	SM		
	Vibrated reinforced concrete grade 20/20 (1:2:4) in:				
B	Raft footing	47	CM		
C	Ground Beams	14	CM		
D	150mm Thick ground bed	227	SM		
	Columns and Column bases	10	CM		
	Sawn formwork to:				
E	Sides of raft footing	59	SM		
F	Sides of Ground beams	142	SM		
G	Sides of column bases	32	SM		
H	Edges of floor bed 75 - 150mm high	74	LM		
J	Vertical sides of sub-columns	32	SM		
	Steel reinforcement as described including cutting to length, bending and fixing including all necessary tying wires and spacing blocks (all provisional)	4700			
K	8mm Diameter high tensile deformed steel bar	534	KG		
L	12mm Ditto	750	KG		
	Steel fabric mesh reinforcement to B.S. 4483				
M	No. A 142 fabric weighing 2.22Kg/sm fixed in bed	227	SM		
	Natural stone walling in cement and sand (1:3) mortar and including reinforcing with 20 x 3mm thick hoop iron in every alternate course.				
N	200mm Thick walling	186	SM		
	Carried to Collection				

	Plinths				
O	12mm thick cement and sand (1:3) render to plinths	22	SM		
P	Prepare and apply three coats bituminous paint to rendered plinths	22	SM		
	Paving Slabs around building				
Q	600 x 600 x 50mm thick precast concrete paving slabs bedded and jointed in cement and sand (1:4) mortar laid on and including 50mm thick sand bed	44	SM		
	COLLECTION				
	FROM PAGE BW/1				
	FROM PAGE BW/2				
	FROM ABOVE				
	TOTAL FOR ELEMENT NO. 1 (SUBSTRUCTURES) CARRIED TO SUMMARY	**KSHS**			

	ELEMENT NO. 2				
	REINFORCED CONCRETE SUPERSTRUCTURE				
	Vibrated reinforced concrete grade 20/20 (1:2:4) in:				
A	Beams	9	CM		
B	Columns	2	CM		
	Sawn formwork to:				
C	Sides and soffites of beams	119	SM		
	Vertical sides of columns	34	SM		
	Steel reinforcement as described including cutting to length, bending, hoisting and fixing including all necessary tying wires and spacing blocks (all provisional)				
	Mild steel round bars	31.2			
D	8mm Ditto	45	KG		
	Steel reinforcement as described including cutting to length, bending and fixing including all necessary tying wires and spacing blocks (all provisional)	900			
E	8mm Diameter bars	567	KG		
F	12mm Ditto	535	KG		
	TOTAL FOR ELEMENT NO. 2 (REINFORCED CONCRETE) CARRIED TO SUMMARY				

	ELEMENT NO. 3				
	WALLING				
A	200 mm wide approved quality 3-ply bituminous felt damp proof course under walls	150	LM		
	Smooth chisel dressed natural stone walling in cement and sand (1:4) mortar reinforced with and including 25 x 3mm thick hoop iron in every alternate course				
B	200mm Thick walling externally	223	SM		
	Medium chisel dressed natural stone walling in cement and sand (1:4) mortar reinforced with and including 25 x 3mm thick hoop iron in every alternate course				
C	200mm Thick walling internally	206	SM		
	Permanent ventilation				
D	Pair of permanent ventilation size 225 x 225 x 25mm thick fixed with and including mosquito wire gauze	2	NO		
E	Leave or form hole in 200mm thick wall size 225 x 225mm wide	2	NO		
	TOTAL FOR ELEMENT NO. 3 (WALLING) CARRIED TO SUMMARY				

	ELEMENT NO.4				
	ROOFING				
A	Gauge 28 IT5 profile sheets nailed to purlins	289	SM		
B	IT5 Ridge caping	22	LM		
C	IT5 hip caping	24	LM		
D	Raking cutting IT 5 sheets	46	LM		
	Trusses				
	The following in pressure impregnated first grade cypress timber				
		15			
E	150 x 50mm Rafters	162	LM		
F	Ditto tie beams	125	LM		
G	Ditto king post	52	LM		
H	Ditto hip rafters	48	LM		
I	100 x 50mm struts and ties	180	LM		
	The following in second grade celcured and well seasoned cypress timber				
J	100 x 50 mm wall plate bolted to wall with and including 12mm diameter bolts 60mm long at 1000mm centres	149	LM		
K	200 x 50mm Ridge board	22	LM		
L	Bore hole in 50mm thick timber for 12mm diameter bolts	14	NO		
M	Make mortice in reinforced concrete for 12mm diameter bolts	14	NO		
	Carried to Collection				

	Eaves				
N	50 x 50mm second grade celcured and well seasoned cypress timber brandering	148	LM		
O	25 x 25mm Prime grade cypress timber slats at 75mm centres nailed to tie beams (m/s)	44.4	SM		
P	Coffee tray tacked to timber at eaves	1	SM		
	Fascia Board				
Q	225 x 25 mm thick wrot cypress fascia /barge boards fixed to end of rafters (m/s)	74	LM		
	Rain water goods				
	Gutters				
R	150 x 100mm galvanized iron gutter gauge 24 fixed to fascia boards (m/s) with and including approved steel brackets at 1000mm centres	74	LM		
S	Extra over gutter for stopped ends	6	NO		
T	Ditto but for 100 mm diameter outlet	6	NO		
	Downpipe				
U	100 mm diameter galvanised iron downpipe gauge 24 fixed to wall with and including holder butts at 1000mm centres	18	LM		
V	Extra over downpipe for swanneck 1200mm long	6	NO		
W	Ditto horse shoe 300 mm long	6	NO		
	Carried to Collection				

	Decoration and painting				
	Knot, stain prepare and apply three coats oil gloss paint to:				
A	General surfaces of timber	44.4	SM		
B	Surfaces of timber 200-300mm girth	74	LM		
	Prepare and apply three coats gloss oil paint to:				
C	General surfaces of metal gutters	55	SM		
D	Surfaces of large pipes	18	LM		
	COLLECTION				
	FROM PAGE BW/7				
	FROM PAGE BW/8				
	FROM ABOVE				
	TOTAL FOR ELEMENT NO. 4 (ROOFING) CARRIED TO SUMMARY				

	ELEMENT NO.5				
	DOORS				
	Mild steel Doors				
A	1800x2400mm high mild steel double leaf panelled door comprising 900x2400mm high openable casement with 3mm thick mild steel plate; fixed all around to 75x50mm mild steel frame complete with and including 6mm thick fanlight glazing complete with 6 pairs purpose made hinges,5 lever mortise lock,2 No. purpose made tower bolt and 2 No. purpose made drop bolt.	1	NO		
B	Ditto 900x2400mm single leaf	2	NO		
	Flush doors as B.S 459 part 2				
C	45mm thick semi Solid core double leaf flush door faced both sides with 6 mm interior quality plywood ready for painting and hardwood lipped all round size 1800 x 2050mm high	2	NO		
D	45mm thick semi Solid core flush door faced both sides with 6 mm interior quality plywood ready for painting and hardwood lipped all round size 900 x 2050mm high	17	NO		
	Wrot cypress or other equal and approved :-				
E	100mm x 50mm Frame with two labours plugged	99	LM		
F	45 x 38mm architrave	99	LM		
G	25mm diameter quadrant	99	LM		
	Supply and fix the following ironmongery with screws to match.				
H	2 Lever mortice lock and set furniture Ref.Union 2295.	19	NO.		
I	100mm Brass butts hinges	29	PRS		
J	100mm Brass double swing hinges	6	PRS		
K	40mm Diameter rubber door stops	19	NO.		

L	Prepare and apply three coats wood preservative primer to backs of timber frame not exceeding 100mm girth	99	LM		
	Carried to Collection				
	DOORS - (CONTINUED)				
	Knot, prime, prepare and apply three coats gloss oil paint to:				
A	General surfaces of timber	76	SM		
B	Surfaces 100mm to 200mm girth	99	LM		
	Prepare and apply three coats gloss oil paint to:				
C	General surfaces of metal	17	SM		
	COLLECTION				
	FROM PAGE 10				
	FROM ABOVE				
	TOTAL FOR ELEMENT NO. 5 (DOORS) CARRIED TO SUMMARY				

	ELEMENT NO.6				
	WINDOWS				
A	250 x 25mm Precast concrete window cill bedded and jointed with cement and sand (1:3) mortar	29	LM		
	Supply & fix the following purpose made steel casement window fabricated from standard sections complete with frames, mullions and transomes,burglar proofing, locking and window stays, screws and nuts once shop primed before delivery to site				
B	Steel casement window size 1500 x 1500mm high	14	NO		
C	Steel casement window size 600 x 600mm high	6	NO		
	Mild steel				
E	20mm Diameter chrome plated curtain rail with runners fixed to stop ends	29	LM		
	The following in wrot cypress				
F	225 x 25mm Window board	29	LM		
	4mm Thick clear glass and glazing fixed with and including putty to steel windows				
G	Panes 0.1 - 0.5 square metres	0	SM		
	4mm Thick obscure glass and glazing fixed with and including putty to steel windows				
H	Panes 0.1 - 0.5 square metres	0	SM		
	Carried to Collection				

	WINDOWS - (CONTINUED)				
I	Prepare and apply three coats wood preservative primer to backs of timber frame not exceeding 100mm girth	29	LM		
J	Ditto 100 - 200mm girth	0	LM		
	Prepare and apply three coats gloss oil paint to surfaces of metal				
K	General surfaces	0	SM		
	COLLECTION				
	FROM PAGE BW/12				
	FROM ABOVE				
	TOTAL FOR ELEMENT NO. 6 (WINDOWS) **CARRIED TO SUMMARY**				

	ELEMENT NO. 7 **EXTERNAL FINISHINGS** - **Walls** -				
A	Extra over walling for smooth chisel dressing with flush pointed vertical joints and recessed horizontal joints	223	SM		
	12mm thick gauged lime (1:2:9) plaster to :				
B	Beams	22	SM		
	Prepare and apply three coats of first grade silk vinly emuilsion paint as per "Crown Berger" or other equal and approved to:				
C	Plastered surfaces of beams	22	SM		
	-				
	- -				

	TOTAL FOR ELEMENT NO. 7 (EXTERNAL FINISHES) CARRIED TO SUMMARY				
	ELEMENT NO. 8 **INTERNAL FINISHES** FLOORS Cement and sand (1:4) screeding smooth trowelled				
A	32mm Thick to receive ceramic tiles	227	SM		
	Coloured nonslip ceramic tiles as per "Saj Ceramics" or other equal and approved bedding and jointing in cement and sand (1:3) mortar and flush pointed with white cement:				
B	250 x 200 x 8mm Tiles	227	SM		
C	100mm high x 8mm thick skirting	340	LM		
	Carried to Collection				

	INTERNAL FINISHES - (CONTINUED)				
	Ceiling				
A	50 X 50mm celcured cypress timber brandering	666	LM		
B	Ditto but plugged	83	LM		
C	10mm thick Celotex board ceiling nailed to timber brandering (m/s)	227	SM		
D	Extra over celotex ceiling for trap door size 600 x 450mm wide comprising with and including 50 x 50mm timber framing	5	NO		
E	100 x 25mm Thick wrot softwood moulded cornice	245	LM		
	Prepare and apply three coats first grade plastic emulsion paint to:				
F	Celotex ceiling surfaces	601	SM		
G	Timber surfaces not exceeding 100mm girth	245	LM		
	Walls				
	Cement and sand (1:4) backing				
H	15 mm thick to receive white glazed wall tiles	54	SM		
	White glazed ceramic tiles bedding and jointing in cement and sand (1:3) mortar and flush pointed with white cement:				
I	150 x 150 x 6mm Thick tiles	54	SM		
	Carried to Collection				

	INTERNAL FINISHES - (CONTINUED)				
	Cement and sand (1:3) plaster				
A	12mm Thick to wall surfaces	412	SM		
	Prepare and apply three coats first grade plastic emulsion paint to:				
B	Plastered walls	627	SM		
	COLLECTION				
	FROM PAGE 4/17				
	FROM PAGE 4/18				
	FROM ABOVE				
	TOTAL FOR ELEMENT NO. 8 (INTERNAL FINISHES) CARRIED TO SUMMARY				

	ELEMENT NO.9 **JOINERY FITTINGS** **(ALL PROVISIONAL)** **Shelves**				
A.	2000 x 600 x 2100 mm high shelves comprising 100 mm thick mass concrete 1:3:6 plinth steel trowelled screed, wrot prime grade cypress frames, 20 mm thick blockboard, hardwood lipped to shelves, divisions and doors, drawers, shoerack, aluminium ironmongery, 20 mm diameter hanging rail, three coats oil paint and all formwork as per Architect's details.	2	NO		
B	1600 x 600 x 2100 mm high ditto	1	NO		
C	1000 x 600 x 2100 mm high ditto	2	NO		
	(JOINERY FITTINGS) SUMMARY				

	SECTION SUMMARY				
A	**SUBSTRUCTURES……..**	4/3			
B	**REINFORCED CONCRETE SUPERSTRUCTURE……..**	4/6			
C	**WALLING……..**	4/7			
D	**ROOFING……**	4/10			
E	**DOORS……..**	4/12			
F	**WINDOWS……**	4/15			
G	**EXTERNAL FINISHES……**	4/16			
H	**INTERNAL FINISHES……..**	4/19			
I	**JOINERY FITTINGS……..**	4/23 4/25			

	PRIME COSTS AND PROVISIONAL SUMS		
ITEM	DESCRIPTION	RATE	AMOUNT
	PROPOSED MATERNITY BLOCK IN TIMAU HOSPITAL		
	PROVISIONAL SUMS		
	The following provisional items are to be measured on completion of the works and priced in accordance with rates contained in these Bills of Quantities or pro-rata thereto or deducted in whole if not required.		
	Provisional sum for:		
A	**SEPTIC TANK,FOUL WATER DRAINAGE PIPES**	ITEM	400,000.00
B	**Project Management expenses**	ITEM	250,000.00
C	**Contigency**	ITEM	300,000.00
	PRIME COST SUMS		
D	**Electrical Installions; Five Hundred Hundred thousand Shillings (Kshs. 500,000.00) only**	ITEM	500,000.00
	Allow for profit		25,000.00
	Allow for Attendance	ITEM	25,000.00
E	**Internal Plumbing, Drainage and ; Four Hundred Thousand (Kshs. 400,000.00) only**	ITEM	400,000.00
	Allow for profit		20,000.00
	Allow for Attendance	ITEM	20,000.00
	Total PC and Provisional Sums carried to Grand Summary		1,940,000.00

	PROPOSED MATERNITY BLOCK IN TIMAU HOSPITAL		
	GRAND SUMMARY		
ITEM	**DESCRIPTION**	**TENDERER'S AMOUNT**	**OFFICIAL USE ONLY**
1	**Particular Preliminaries from page PP/12**		
2	**General Preliminaries from page GP/13**		
3	**Measured Builders Works from page 24**		
	ADD 16% VAT		
	SUB TOTAL		
4	**PC and Provisional Sums from page PC/1**		1,940,000.00
	GRAND TOTAL CARRIED TO FORM OF TENDER		

CONTRACTORS NAME ,……..

ADDRESS ,……

,…….

DATE ,……

SIGNATURE ,……..

WITNESS'S NAME ,…….

ADDRESS ,……..

,…….

DATE ,……

SIGNATURE,……....

SECTION V -STANDARD FORMS

FORM OF TENDER

TO: _____*[Name of Employer)* _____*[Date]*

_____*[Name of Contract]*

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs._____*[Amount in figures]*Kenya Shillings_____
_____*[Amount in words]*

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.

3. We agree to abide by this tender until _____*[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.

4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____20_____

Signature _____in the capacity of_____

duly authorized to sign tenders for and on behalf of _____*[Name of Tenderer*] of _____[*Address of Tenderer]*

Witness; Name_____

Address_____

Signature_____

Date_____

(*Amend accordingly if provided by Insurance Company)*

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____ between_____of[or whose registered office is situated at]_____
(hereinafter called "the Employer") of the one part AND
_____of[or whose registered office is situated at]_____
(hereinafter called "the Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes
_____
(name and identification number of Contract) (hereinafter called "the Works") located at_____*[Place/location of the Works*]and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs_____[*Amount in figures*],Kenya Shillings_____[*Amount in words].*

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.

   (i) Letter of Acceptance
   (ii) Form of Tender
   (iii) Conditions of Contract Part I
   (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
   (v) Specifications

(vi) Drawings

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

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

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

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

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name_____

Address_____

Signature_____

[ii] Name _____

Address_____

Signature_____

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, up to a total of Kshs. _____ (*amount of Guarantee in figures*) Kenya Shillings_____ (*amount of Guarantee in words*), and we undertake to pay you, upon your first written demand and without civil or argument, any sum or sums within the limits of Kenya Shillings _____ (*amount of Guarantee in words*) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

(Amend accordingly if provided by Insurance Company)

PERFORMANCE BOND

By this Bond, We_____of (or whose registered office is situated at]_____
as Principal (hereinafter called "the Contractor") and _____
_____of[or whose registered office is situated at]_____
as Surety (hereinafter called "the Surety"), are held and firmly bound unto
_____of[or whose registered office is situated at]_____
as Obligee (hereinafter called "the Employer") in the amount of Kshs._____*[amount of Bond in figures]*Kenya Shillings _____
[amount of Bond in words], for the payment of which sum well and truly, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a Contract with the Employer dated the _____ day of _____ 20 _____ for the execution of _____
[name of Contract] in accordance with the Contract documents, Specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

(1) complete the Contract in accordance with its terms and conditions; or

(2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive tenderer, arrange for a Contract between such tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

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

Contract, less the amount properly paid by the Employer to the Contractor; or

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

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.
In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this _____ day of _____ 20_____

SIGNED ON _____ SIGNED ON _____

On behalf of _____ On behalf of _____
[name of Contractor] *[name of Surety]*

By _____ By _____

In the capacity of _____ In the capacity of _____

In the presence of;Name _____In the presence of;Name_____

Address_____ Address_____
_____ _____

Signature_____ Signature_____

Date_____ Date_____

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

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

Principal place of business _____

Power of attorney of signatory of tender _____

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

Year	Volume	
	Currency	Value

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

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

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

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

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

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

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

_____
_____

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

_____
_____
_____

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

_____
_____

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

_____
_____
_____

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

2 Joint Ventures

2.0 The information listed in 1.1 – 2.0 above shall be provided for each partner of the joint venture.

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

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

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

a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and

c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer;

   ……

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

   ……

3. Telephone number (s) of tenderer;
   ……

4. Telex of tenderer;
   ……

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

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

   ……

   ……

   _____
   Signature of Tenderer

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name ……

Location of business premises; Country/Town……

Plot No…… Street/Road ……

Postal Address…… Tel No……..

Nature of Business……..

Current Trade Licencee 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	……			

DETAILS OF SUB-CONTRACTORS

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

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet: .....

[i] Full name of Sub-contractor and address of head office: .....

.....

(ii) Sub-contractor's experience of similar works carried out in the last 3 years with Contract value: .....

.....

.....

(2) Portion of Works to sublet: .....

(i) Full name of sub-contractor and address of head office: .....

.....

.....

(ii) Sub-contractor's experience of similar works carried out in the last 3 years with contract value: .....

.....

_____ _____

[Signature of Tenderer) Date

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I, ……of P. O. Box ……. being a resident of

…….. in the Republic of ------ do hereby make a statement as

follows:-

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of ……..
…….. (insert name of the Company) who is a Bidder in respect of **Tender No. ……..** for ……..(insert tender title/description) for ……..(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

…… …… ……
(Title) (Signature) (Date)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, ……of P. O. Box ……. being a resident of

…….. in the Republic of ------ do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of ……..
…….. (insert name of the Company) who is a Bidder in respect of **Tender No. ……..** for ……..(insert tender title/description) for ……..(insert name of the Procuring entity) and duly authorized and competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……..(insert name of the Procuring entity) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of ……..(name of the procuring entity)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

…… …… ……
(Title) (Signature) (Date)
Bidder's Official Stamp

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity
_____
_____

To:_____
_____
_____
_____

RE: Tender No._____

Tender Name_____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

_____
_____

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

   *(FULL PARTICULARS)*_____
   _____

TENDER-SECURING DECLARATION FORM

(r.22) [The Bidder shall complete this Form in accordance with the instructions indicated]

Date: [insert date (as day, month and year) of Bid Submission]

Tender No.: [insert number of bidding process]

To: [insert complete name of Purchaser]

We, the undersigned, declare that:

1. 1 We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. We understand that this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of
   (a) our receipt of a copy of your notification of the name of the successful Bidder; or
   (b) thirty days after the expiration of our Tender.
4. We understand that if we are a Joint Venture, the Bid Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Bid Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:……..……..

Capacity / title (director or partner or sole proprietor e.t.c) ……

Name: ……..

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on …… day of ……., …… [insert date of signing]

Seal or stamp