REPUBLIC OF KENYA

COUNTY GOVERNMENT OF MERU

TENDER DOCUMENT
FOR
CONSTRUCTION AND COMPLETION OF GITUGU POLYTECHNIC HOSTEL IN MERU COUNTY

TENDER NO: MCG/ONT/152/2016-2017

2ND DECEMBER 2016

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Introduction

1.1 This Standard Tender Document has been prepared for use by public entities in Kenya

1.2 The following general directions should be observed when using the document.

(a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options

(b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to

these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.

1.3 (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.

(b) The Invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

SECTION I INVITATION TO TENDER

DATE _____

- **TENDER REF NO. MCG/152/2016-2017**

CONSTRUCTION AND COMPLETION OF GITUGU POLYTECHNIC HOSTEL IN MERU COUNTY

1.1 **CONSTRUCTION AND COMPLETION OF GITUGU POLYTECHNIC HOSTEL IN MERU COUNTY**

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1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at **The County Government of Meru Headquarters, P.O. Box 120-60200, Meru** (during normal working hours.

1.3 A complete set of tender documents may be obtained by interested candidates on the Meru website.

1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with tender reference number and be deposited in the Tender Box at **The County Government of Meru Headquarters, P.O. Box 120-60200, Meru** on or before 2ND **DECEMBER,2016 at 10:00 AM.**

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

1.6 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend at **CHAMBER HALL.**

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SECTION II - INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.

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

2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.

2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.

2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components

2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

2.3.2 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4. The Tender Document

2.4.1 The tender document comprises the documents listed below and agenda issued in accordance with clause 2.6 of these instructions to Tenderers

(i) Invitation to Tender
(ii) Instructions to tenderers
(iii) General Conditions of Contract
(iv) Special Conditions of Contract
(v) Schedule of requirements
(vi) Technical Specifications
(vii) Tender Form and Price Schedules
(viii) Tender Security Form
(ix) Contract Form
(x) Performance Security Form
(xi) Bank Guarantee for Advance Payment Form
(xii) Manufacturer's Authorization Form
(xiii) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a **TENDER NO: MCG/ONT/152/2016-2017** substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the Entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (Including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 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.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the

Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components

(a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below

(b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and

(d) tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 **Tender Prices**

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.11 **Tender Currencies**

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 **Tenderers Eligibility and Qualifications**

2.12.1 Pursuant to paragraph 2.1. The tenderer shall furnish, as part of its Tender, documents establishing the tenderers eligibility to tender and Its qualifications to perform the contract if it's tender is accepted.

2.12.2The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;

(a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.

(b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;

(c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristic of the goods;

(b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the

goods by the Procuring entity; and

(c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non-responsive, pursuant to paragraph 2.22

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

(a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or

(b) in the case of a successful tenderer, if the tenderer fails: (i) to sign the contract in accordance with paragraph 2.27 or

(ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 **Format and Signing of Tender**

2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 Sealing and Marking of Tenders

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

(a) Be addressed to the Procuring entity at the address given in the Invitation to Tender:

(b) Bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE,2ND **DECEMBER ,2016 at 10:00 AM.**

2.17.3 The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 **Deadline for Submission of Tenders**

Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **2ND DECEMBER , 2016 at 10:00 AM.**

2.18.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of

a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

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

2.19.6 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.

2.20 Opening of Tenders

The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, on 2ND **DECEMBER ,2016 at 10:00 AM.** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.20.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.2 The Procuring entity will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Procuring entity may waive any minor informality or nonconformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

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

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

2.25 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Procuring entity

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.

2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.

2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) **Procuring entity's Right to accept or Reject any or All Tenders**

2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, 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 Procuring entity's action

2.28 Notification of Award

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.

2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 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.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial noncompetitive levels and to deprive the Procuring entity of the benefits of free and open competition;

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

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

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.

2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.

3. In preparing the Appendix the following aspects should be taken into consideration;

   (a) The information that specifies and complements provisions of Section II to be incorporated

   (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated

4. Section II should remain unchanged and can only be amended through the Appendix.

5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

SECTION III: GENERAL CONDITIONS OF CONTRACT

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3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

(a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations

(c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.

(d) "The Procuring entity" means the organization purchasing the Goods under this Contract.

(e) “The Tenderer’ means the individual or firm supplying the Goods under this Contract.

3.2 **Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment.

3.3 **Country of Origin**

3.3.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 **Standards**

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 **Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the Procuring entity’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity.

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all thirdparty claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 Performance Security

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 Inspection and Tests

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 **Delivery and Documents**

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 **Insurance**

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 **Payment**

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract.

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract.

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

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

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

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

3.14. Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent.

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract.

3.16 Termination for default

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

(a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

(b) if the tenderer fails to perform any other obligation(s) under the Contract

(c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the

delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

-

SECTION IV SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

(a) Information that complement provisions of Section III must be incorporated and
(b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the

-

SCC, the provisions of the SCC herein shall prevail over these in the GCC.

42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	**SPECIAL CONDITIONS OF CONTRACT**
3.7.1	**The amount of Performance Security shall be 10% OF TENDER AMOUNT**
3.12.1	**The Advance Payment shall be NONE.**
3.18.1	**The proposed adjudicator for the project is: The GOVERNOR MERU COUNTY**

SECTION V TECHNICAL SPECIFICATIONS

5.1 General

5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply

-

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The tenderers are requested to present information along with their offers as follows:

(i) Shortest possible delivery period of each product
(ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.

2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.

3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.

4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.

5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.

6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.

7. Manufacturers Authorization Form- When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

Date _____
TENDER NO: _____

To: _____

_____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. ……. *[insert numbers]*.the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (…… (*insert equipment description*) in conformity with the said tender documents for the sum of ……. (*total tender amount in words and figures*) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by ……. …….(*Procuring entity).*

4. We agree to abide by this Tender for a period of …… [*number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. 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 tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business You are advised that it is a serious offence to give false information on this form

Part 1 – General:

Business Name ……
Location of business premises. ……
Plot No…… Street/Road ……..
Postal Address …….. Tel No. ……. Fax ……. E mail …….
Nature of Business ……..
Registration Certificate No. ……
Maximum value of business which you can handle at any one time – Kshs. ……
Name of your bankers …….. Branch ……

Part 2 (a) _ Sole Proprietor

Your name inNationality …… Country of origin ……. full …….. Age ……..

- Citizenship details ……
- ……

Part 2 (b) Partnership

Given details of partners as follows:

Name	Nationality	Citizenship Details	Shares
1. ……			
2. ……			
3. ……..			
4. ……..			

Part 2 (c) _ Registered Company

Private or Public …….
State the nominal and issued capital of company-
Nominal Kshs. ……
Issued Kshs. ……
Given details of all directors as follows

Name	Nationality	Citizenship Details	Shares
1……			

2. ……
……..
3. ……
…… 4.
…… 5
……

Date …….. Signature of Candidate
……..

 If a Kenya Citizen, indicate under "Citizenship Details" whether by Birth, Naturalization or registration.

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between …… [*name of Procurement entity)* of …….. [*country of Procurement entity]* (hereinafter called "the Procuring entity) of the one part and …….. [*name of tenderer]* of …….. [*city and country of tenderer]* (hereinafter called "the tenderer") of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of …… [*contract price in words and figures]* (hereinafter called "the Contract Price).

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 referred to:

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
(a) the Tender Form and the Price Schedule submitted by the tenderer
(b) the Schedule of Requirements
(c) the Technical Specifications
(d) the General Conditions of Contract
(e) the Special Conditions of contract; and
(f) the Procuring entity's Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods 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 hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by ___ the ____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

8.8 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) _____

   _____

SIGNED FOR ACCOUNTING OFFICER

8.9 FORM RB 1

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO…….OF…….….20……...

BETWEEN

…….APPLICANT

AND

……RESPONDENT *Meru County Government*

Request for review of the decision of the…… (*Name of the Procuring Entity)* of ……dated the…day of …….20…….in the matter of TENDER NO: ……..…of ……..20…

REQUEST FOR REVIEW

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

1.

2. etc.

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

1.

2. etc

SIGNED …….(Applicant)

Dated on…….day of ……/…20…

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on …… day of ……....20….……

SIGNED
Board Secretary

1.0 EVALUATION AND COMPARISON OF TENDERS

Evaluation and comparison of Tenders: the following evaluation criteria shall be applied not withstanding any other requirement in the tender documents. **a) Mandatory requirements(MR)**

The following requirements must be met by the Tenderer

No	Requirements	Requirements	B1	B2	B3	B4	B5
MR1	Must submit a copy of certificate of registration/incorporation	Year Reg/incorporation					
MR2	Must submit a copy of valid tax compliance certificate	Serial no. Expiry date					
MR3	Must fill the price schedule in the format approved	Dully filled &signed					
MR4	Must fill the form of Tender in the format provided	Dully filled &signed					
MR7	Must submit a duly filled up confidential business questionnaire in format provided	Duly filled and signed					
MR8	Audited accounts for the last 3 years	Signed and stamped Auditor					

	REQUIREMENTS			Score card	Bidder 1	Bidder 2
MR9	Litigation history related to government contracts-fill the litigation form and should be signed by the commissioner of oaths	Form signed by commissioner of oaths				

Key

B1-Bidder 1

B2-Bidder 2

B3-Binder3

B4-Binder4

B5-Binder5

At this stage, the tender s submission will either be responsive or non-responsive. The non-responsive submission will be eliminated from the entire evaluation process and will not be considered further.

b) Technical evaluation scores

This section (Technical Evaluation) will be marked out of 100 and will be determine the technical scores (TS)

PRELIMINARY EVALUATION CRITERIA

S/No	Evaluation criteria	SCORES	B1	B2	B3
1	Certificate of registration	MANDATORY			
2	Copy of pin	MANDATORY			
3	Tax compliance	MANDATORY			
4	Certificate of incorporation	MANDATORY			
5	Bid Bond 2%	MANDATORY			

1	**Registration as a contractor with NCA** 1. NCA 1 [building/roads] 2. NCA 2 [building/roads] 3. NCA 3 [building/roads] 4. NCA 4 [building/roads] 5. NCA 5 [building/roads] 6. NCA 6 [building/roads] 7. NCA 7 [building/roads] 8. NCA 8 [building/roads]	8 7 6 5 4 3 2 1		
2	**Experience of the contractor** 1. Years of practice a) 20 and above b) 15-19 c) 10-14 d) 5-9 e) Below 5	5 4 3 2 1		
3	**The value of your biggest project undertaken** a) Less than Ksh 1.0 million b) Ksh. 1.0 – 2.0 million c) Ksh. 2.1-5.0 million d) Ksh. 5.1-10.0 million e) Over Ksh. 10.1 million **NB:***(Attach proof i.e. copies of completion certificate, LPO or award letters.)*	1 2 3 4 5		
4	**Provide audited financial records for last two years**	2		
5	**Company turnover for the last two years** a Ksh. 1.0 – 2.0 million b. Ksh. 2.1-5.0 million c. Ksh. 5.1-10.0 million d. Over Ksh. 10.1 million	1 2 3 4		
6	**Profitability of the company for the last two years** a) Less than Ksh. 1 million profit b) Ksh. 1-5 million profit	1 2		

TECNICAL EVALUATION CRITERIA SUMMARY

Percentage score [x] = $\frac{\text{total score}}{41}$ x 100 %

Pass mark = X ≥ 50%

	c) Ksh. 5-10 million profit d) Above ten million	3 4		
7	**Provide certified copies of bank statements for the company**	2		
8	**Have you been involved in any litigation [Yes/No]** *(Attach an affidavit)*	2		
9	**Details of company directors and their addresses.** a) ..... b) ..... c) ..... d) ..... *(Attach CR12 form from the registrar of companies)*	2		
10	**CVs of key personnel** Degree in the relevant field Diploma in the relevant field Craft certificate in the relevant field	 3 2 1		
11	**Certification** I/we certify that the information provided herein is correct and legally binding. Name..... Signature..... Date..... Official stamp.....	4		
	TOTAL SCORE	41		
	PERCENTAGES	100%		

PROPOSED HOSTEL AT GITUGU POLYTECHNIC – PHASE 1

FOR

MERU COUNTY GOVERNMENT

BILL OF QUANTITIES, SPECIFICATIONS AND CONDITIONS OF CONTRACT

TENDER NO.

RUBBER STAMP
Name ……..
Date ……..
Note:
(a) This quotation is not an order
(b) Return one copy and retain the other for your records
(c) Your prices should include V.A.T. where applicable.
(d) Please countersign for all alterations on this tender
(e) form before submission to avoid disqualification.

OCT 2016

INDEX TO BILLS OF QUANTITIES

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FORM OF AGREEMENT

SUPPLIED AS PART OF THE CONTRACT FOR THE **PROPOSED HOSTEL AT GITUGU POLYTECHNIC IN NTIMA WEST WARD PHASE 1**

Prepared and issued by :-

County Quantity Surveyor,
Public Works Department

The Contract for the above works entered into on the ..... day of .....……. year ……., by the undersigned parties refers to these Bills of Quantities consisting of those pages numbered on the index page (ii) which shall be read and construed as part of the said contract.

Signed (Employer).....…...Date.....
(Authorised signatory)

Signed (Contractor).....…...Date.....
(Authorised signatory)

SIGNATURE PAGE

INSTRUCTIONS TO TENDERERS :

1. 1. **General**

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

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

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

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

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

b) total monetary value of construction work performed for each of the last five [5] years.

c) experience in works of similar nature and size for each of the last five [5] years, and details of work under way or contractually committed : and names and addresses of Clients who may be contacted for further information on these Contracts :

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

e) qualifications and experience of key site management and technical personnel proposed for the contract and an undertaking that they shall be available for the Contract.

f) reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the past five [5] years :

g) evidence of adequacy of working capital for this Contract [access to line (s) of credit and availability of other financial resources] :

h) authority to seek references from the tenderer's bankers :

i) information regarding any litigation, current of during the last five [5] years, in which the tenderer is involved, the parties concerned and disputed amount : and

j) proposals for sub-contracting components of the Works amounting to more than 10 percent of the Contract Price.

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

a) the tender shall include all the information listed in Clause 1.4 above for each joint venture partner.

b) the tender shall be signed so as to be legally binding on all partners :

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

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

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

1.6. To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria :

a) annual volume of construction work of at least 1.5 times the estimated annual cash flow of the contract :

b) experience as Main contractor in the construction of at least two works of a nature and complexity equivalent to the Works over the last five years [to comply with this requirement, works cited should be at least 70 percent complete] :

c) proposals for the timely acquisition [own, lease, hire, etc.] of the essential equipment listed as required for the Works :

d) a Contract Manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as Manager : and

e) liquid assets and / or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 4 months of the estimated payment flow under this Contract.

1.7. The figures for each of the partners of a joint venture shall be added together to determine the tenderer's compliance with the minimum qualifying criteria of clause 1.6 (a) and (e) ; however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.6 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's tender. Sub-contractors' experience and resources will not be taken into account in determining the tenderer's compliance with the qualifying criteria, unless otherwise stated.

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

1.9. 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.

1.10. 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.

2. Tender Documents

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

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

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

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

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 herebelow.

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 Instructions to Tenderers, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications :

b) Tender Security :

c) Priced Bills of Quantities :

d) Qualification Information Form and Documents :

e) Alternative offers where invited : and

f) Any other materials required to be completed and submitted by the tenderers.

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

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

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

3.6 Tenders shall remain valid for a period of **120 days** from the date of submission. However in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderer's responses shall be made in writing. A tenderer may refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with Clause 3.7 - 3.11 in all respects.

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

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

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

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

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

3.12 The Tender Security may be forfeited.

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

b) If the tenderer does not accept the correction of the tender price, pursuant to Clause 5.7 :

c) In the case of a successful tenderer, if the tenderer fails within the specified time limit to :-

i) Sign the Agreement or

ii) Furnish the required Performance Security

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

3.14 The tenderer shall prepare one original of the documents comprising the tender documents as described in Clause 3.2 of these Instructions to Tenderers, bound with the volume containing the Form of Tender ,

3.15 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer, pursuant to Clause 1.5 (a) or 1.6 (b), as the case may be. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

4. Submission of Tenders

4.1 The tenderer shall seal the tender document one envelope which 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. However, the Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Sub-clause 2.5 in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.

4.3 Any tender received after the deadline prescribed in Clause 4.2 will be returned to the tenderer un-opened.

4.4 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in Clause 4.2. Each tenderer's modification or withdrawal notice shall be prepared, sealed, marked,

and delivered in accordance with Clause 3.13 and 4.1, with the outer and inner envelopes additionally marked "**MODIFICATION"** and **"WITHDRAWAL",** as appropriate. No tender may be modified after the deadline for submission of tenders.

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

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

5. Tender Opening and Evaluation

5.1 The tenders will be opened by the Employer, including modifications made pursuant to Clause 4.4, in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender. Envelopes marked **"WITHDRAWAL"** shall be opened and read out first. Tenderer's and Employer's representatives who are present during the opening shall sign a register evidencing their attendance.

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

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

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

5.5 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (a) meets the eligibility criteria defined :

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

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

5.7 Tenders determined to be substantially responsive will be checked for any arithmetic errors.

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

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

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

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

e) the Error Correction Factor shall be applied to all Builder's Work [as a rebate or addition as the case may be] for the purposes of valuations for Interim Certificates and Valuation of Variations.

f) the amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the tender Security may be forfeited in accordance with Clause 3.11.

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

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

a) making any correction for errors pursuant to Clause 5.7 :

b) excluding Provisional Sums and the Provision, if any, for Contingencies in the Bill of Quantities, but including Dayworks where priced competitively.

c) making an appropriate adjustment for any other acceptance variations, deviations, or alternative offers submitted in accordance with Clause 3.12 : and

d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Clause 4.6.

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

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

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

6. Award of Contract

6.1 Subject to Clause 6.2, the award of the Contract will be made to the tenderer whose tender has been determined to be substantially.

Responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be (a) eligible in accordance with the provision of Clauses 1.2, and (b) qualified in accordance with the provisions of Clause 1.7 and 1.8.

6.2 Notwithstanding Clause 6.1 above, the Employer reserves the right to accept or reject

any tender, and to cancel the tendering process and reject all tenders, at any time prior to the Award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.

6.3 The tenderer whose tender has been accepted will not 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 "Contract Price"] that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract.

The notification of ward will constitute the formation of the Contract, subject to the tenderer furnishing the Performance Security in accordance with Clause 6.6. and signing the Agreement in accordance with Clause 6.4.

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

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

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

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

FORM OF TENDER

TENDER FOR **PROPOSED PROPOSED HOSTEL AT GITUGU POLYTECHNIC – PHASE1**

Having visited the site and examined the Tender Documents for the execution of the above works, we the undersigned are willing to Contract and perform fully, the whole of the said works in accordance with the said Bills of Quantities, Specifications and Conditions of Contract and to enter into a Contract and complete the whole of the works within the time stated in this Form of Tender.

Our Tender figure including all Preliminaries , P. C. Sums, Provisional Sums, Contingencies, V.A.T. and based on a fixed price contract amounts to ;-

Kenya Shillings (Words)

.....

.....

Kshs. (figure) .....

Signature of Tenderer.....

Name of Tenderer.....

Address of Tenderer.....

Form of Tender (Cont'd)

TIME FOR COMPLETION

Further we the undersigned, agree to complete the whole of the works within the time stated below from the date of possession of the site as defined within the Conditions of Contract.

Words : …….. (Calender Weeks)

Figures : ……(Calender Weeks)

TENDER VALIDITY PERIOD

Further we, the undersigned, agree that unless and until a formal agreement is executed, this Tender together with your acceptance thereof, shall constitute a binding Contract between us, and this Tender shall remain a valid offer for One Hundred and Twenty (120) days.

EXAMINATION OF TENDER DOCUMENTS

Further we, the undersigned, have examined all the drawings detailed previously which will form part of this Contract, together with the instructions to Tenderers, and we have no further questions relating to them and we have personally signed each document as identification.

Further we, the undersigned understand that the lowest, or any portion of any tender will not necessarily be accepted nor will any expense incurred by the Tenderer in the preparation of this Tender be allowed. Further the Employer reserves the right to award whole or portion of the tenders and to supply only materials or equipment as he may deem fit.

Signature of Tenderer.....…

Name of Tenderer.....

Address of Tenderer.....

FORM OF SURETY UNDERTAKING

In the event of.....

..... (TENDERER) of .....….

.....(ADDRESS) being awarded the Contract

for the **PROPOSED HOSTEL AT GITUGU POLYTECHNIC – PHASE 1**

.

We.....

.....….....(SURETY)

of.....(ADDRESS)

hereby undertake to provide a guarantee in the Form of Performance Bond supplied with these Tender Documents, under seal if required for the due performance of the Contract to the extent of ten percent (10%) of the Tender Sum submitted
by.....……..

.....(TENDERER

should the said .....(TENDERER)

not be awarded the Contract it is understood that his offer shall become null and void.

Signed for and on behalf of Surety.....

NAME (Block Letters) .....

Address

.....

Date

.....

FORM OF SURETY UNDERTAKING

CONTRACTOR'S PERFORMANCE BOND

BY THIS AGREEMENT, we ……..(SURETY)

Of ……

Are bound to ……(EMPLOYER)

In the Sum of Kenya Shillings ……

…….(Kshs. ……)

to be paid by us to the said ……..(EMPLOYER)

WHEREAS by an agreement in writing dated ……..

……(CONTRACTOR)

entered into contract with …….(EMPLOYER)

to carry out and complete the works therein stated in the manner and by the time therein specified all in accordance with the provisions of the said contract, namely ; (description of Works).

…….

NOW the condition of the above written bond is such that if the said Contractor his executors, administrators, successors or assigns shall duly perform his obligations under the contract, or if on default by the Contractor the Surety shall satisfy and discharge the damages sustained by the Employer thereby up to the amount of the above written bond, then this bond shall be void, otherwise is shall remain in full force and effect. Upon default, and without prejudice to his other rights under the contract, the Employer shall be entitled to demand forfeiture of the bond and we undertake to honour the demand in the amount stated above.

PROVIDED always and it is hereby agreed and declared that no alteration in the terms of the said contract or in the extent or nature of the works to be carried out and no extension of time by the Architect under the contract shall in any way release the Surety from any liability under the above written bond.

IN WITNESS whereof we have set our hands this ……day of ……..

…… ……..

Surety Witness

Authorised by the Power of Attorney No. ……..

BILL NO. 1

PARTICULAR PRELIMINARIES

ITEM NO.	DESCRIPTION	SHS.	CTS
	<u>DEFINITION OF TERMS</u>		
A.	**EMPLOYER** The term "Employer" wherever used in these Bills of Quantities and in all other Contract Documents shall mean **Department of Education and Technology, Meru County Government.**		
B.	**ARCHITECT** The term **"Architect"** wherever used hereinafter and in all other Contract Documents shall mean Messrs. **County Architect**		
C.	**QUANTITY SURVEYOR** The term **"Quantity Surveyor "** wherever used hereinafter and in all other Contract Documents shall mean County Quantity Surveyor		
D.	**STRUCTURAL ENGINEERS** The term **" Structural / Civil Engineers"** wherever used hereinafter and in all other Contract Documents shall mean County Engineer		
E.	**ELECTRICAL / MECHANICAL ENGINEER** The term "**Electrical / Mechanical Engineer**" wherever used hereinafter and in all other Contract Document shall mean County Electrical/Mechanical Engineer		
	Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
A.	**DESCRIPTION OF SITE** The sites of the works are situated within Meru County.		
B.	**THE WORKS** The works consists of the construction of columns, beams and Roof structure including all necessary conduits for plumbing and drainage works and Electrical Works as detailed in the Architects Drawings.		
C.	**CONTRACTOR** The term "Contractor" wherever used hereinafter and in all other Contract Document shall mean the person or persons, partnership firm or Company whose Tender of Works hereinafter defines has been accepted by the Employer and who has, or have signed this Contract and shall include his or their heirs, executors, administrators, assignees, successors and duly appointed representative (s)		
D.	**EMPLOYER'S / CLIENT'S REPRESENTATIVE** Wherever the term "Project Manager" as defined above is used in all Contract Documents, it shall be deemed to mean the "Employers representative". It shall include such other persons as they may duly authorize to represent them on behalf of the Employer or other Successor in Office of such persons as may be deputed by such representatives to act on their behalf for the purpose of this Contract		
	Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
A.	**SITE** The term "**the Site**" wherever used hereinafter and in all Contract Documents shall mean the lands and other places on, under or through which the works are to be executed or carried out and any other lands or places provided by the Employer for the purpose of the Contract. The Contractor is advised to visit the site and will be deemed to have acquainted himself with regard to the nature and position, means of access, risk of injury or damage to existing property, conditions under which the work will have to be carried out, the supply of and conditions affecting labour and the facilities for obtaining the articles of materials referred to in these Bills of Quantities. No claim by the Contractor will be allowed on the grounds of any such matter or otherwise. The Contractor must obtain the approval of the Architect regarding the use of any materials found on site.		
B.	**SINGULAR AND PLURAL** Words importing the Singular only shall also include Plural and vise versa where the context requires.		
C.	**THE WORKS** The term "**the Works"** wherever used hereinafter and in all Contract Documents shall mean all or any portions of the Works as described, materials and articles wherever the same are being manufactured or prepared which are to be used in the execution of this Contract, and whether the same be on Site of the Works or not. The term "**the Works**" shall also be deemed to include the works of all Sub-Contractors and variation in accordance with the terms of this contract. The works also include plumbing and drainage, electrical and mechanical installations. Total carried to collection PP/3		

ITEM NO.	DESCRIPTION	SHS.	CTS
A.	**CONDITIONS OF CONTRACT** The Contractor will be required to enter into a Contract with the Employer under the terms of the Agreement and Conditions of Contract for Building Works (April, 1999 Edition) published by the Joint Building Council , Kenya with the sanction of Architectural Association of Kenya and the Kenya Association of Building and Civil Engineering Contractors, copies of which may be inspected at the Consultant Quantity Surveyor's Office by appointment during normal working hours. If the Contractor considers that compliance with any of the Conditions of Contract of which is not included elsewhere in his prices, he shall set down opposite any such condition the value he attaches thereto. Particulars of insertions to be made in the Appendix of the contract Agreement will be found in the particular preliminaries of this Bills of Quantities **CLAUSE NO.** 1.0 Definitions 2.0 Articles of Agreement 3.0 General Obligations of the Employer 4.0 General Obligations of Contractor 5.0 General Obligations of Architect 6.0 General Obligations of the Quantity Surveyor 7.0 Contract Documents 8.0 Contract Bills and Contract price **Note :** These Bills of Quantities shall be deemed to generally follow principles laid down in the Standard Method of Measurements of Building Works for the Republic of Kenya, Second Edition Metric, dated January, 1987, with the following exceptions : Clause D 18 (a) and (b) of the Standard Method of Measurement shall be deleted and the following wording substituted '**keeping excavations free from all water including spring and running water shall be given as an item'.** In certain case in these Bills of Quantities the Contractor may be required to quote all-inclusive composite unit prices for groups of items or elements of the works. Such composite unit prices shall be used for the adjustments of variations in the relevant sections of the works. Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
	Any unauthorized alteration or qualifications made to the text of these Bills of Quantities will be ignored and may cause the tender to be disqualified. The Contractor will be deemed to have made an allowance in his prices generally to cover items of preliminaries, expenses in connection with Prime Cost (P. C.) Sums or other items, if these have not been priced against the respective items. Quantities given as **"Provisional"** or **"All Provisional"** in these Bills shall be held neither to gauge nor limit the amount or description of the work to be executed by the Contractor but the values thereof shall be deducted from the Contract Sum and the value of the work ordered by the Architect and executed thereunder shall be ascertained as provided by Clause 30 of the Conditions. All items of measured work shall be priced in detail for material, labor and fixing. Tenders containing lump sums to cover trades of group of work must be broken down to show the price of each item before they will be accepted, unless the work has been so measured. Lump sums to cover any items of preliminaries shall also be broken down if so required. The preamble clauses or headings to any bill, element, section or sub-section are to apply equally to all other bills, elements, section or sub-section. 9.0 Contractor's site agent and other staff 10.0 Clerk of works 11.0 Liability against injury to persons and property. 12.0 Insurance against injury to person and property. **Note :** The Contractor shall allow for maintaining insurance cover in the joint names of the Employer, to the value of Shillings One Million (Ksh.1,000,000.00) for any one accident or series of accidents arising out of any one event (Value unlimited in aggregate) and shall cause any Sub-Contractor to maintain proportionate cover to cover their respective liabilities in respect of injury or damage to property, real or personal arising out of or in the course of or by reason of the carrying out of the works and caused by any negligence, omission or default of the Contractor, his Servants or Agents, or as the case may be of such Sub-contractor, his servants or agents. Total carried to collection page PP/5		

ITEM NO.	DESCRIPTION	SHS.	CTS
	13.0 Insurance of the works (Contractor's Liability) 14.0 Insurance of the works (Employer's Liability) shall be deleted 15.0 Insurance of the works (Works of Alterations) shall be deleted 16.0 Performance bond 17.0 Compliance with regulations, notices etc. **Note :** The Contractor shall allow for paying all legally demandable fees, rates (excluding land rates) or taxes including those for hoarding, and temporary buildings and no adjustments of the Contract Sum will be made in respect of such payment unless expressly stated to the contrary in the Bills of Quantities. The Contractor shall apply for, provide all transport necessary for and pay all costs and charges in connection with occupation certificate to be provided by the Architect. 18.0 Programme of Works 19.0 Access to the Works 20. 0 Possession of site and commencement of works 21.0 Leveling and setting out 22.0 Architect's instructions 23.0 Specifications of goods, materials and workmanship **Note :** All materials, goods and workmanship shall be strictly in accordance with these Bills of Quantities and the Contractor's prices must include for all expenses involved in carrying out the works strictly in accordance herewith. Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
	24.0 Samples and Tests The Contractor shall allow for furnishing, at his own cost any samples of materials or workmanship that may be called for by the Architect for his approval, and any further samples in the case of rejection until such samples are approved by the Architect and the Architect may reject any materials or workmanship not in his opinion in accordance with the approved samples. The Architect shall make such tests of the samples or any materials as he may at his discretion deem desirable, but such tests shall be made at the expense of the Employer and not of the Contractor, unless the result causes the Architect to reject any samples or materials as not being in his opinion in accordance with the specified requirements, in which case the Contractor shall pay for such tests and the cost thereof shall be recovered from the Contractor by the Architect by deduction from the Contract Sum. Materials of any kind obtained from demolition or excavations on the site shall remain the property of the Employer. Such materials shall be dealt with as provided by the Contract but the Architect shall have the power to direct its use in the works if the Contract does not already so provide. When the Employer's property is permitted to be used in substitution for material which the Contractor would otherwise have furnished at his own cost he shall make due allowance therefore at a price to be agreed. 25.0 Royalties and patent rights 26.0 Assignment 27.0 Subletting 28.0 Suspension of the Works by the Architect 29.0 Suspension of the Works by the Contractor 30.0 Variations Total carried to collection PP/7		

ITEM NO.	DESCRIPTION	SHS.	CTS
	Note : The Contractor shall submit to the Architect claims for any work or circumstance on account of which he may consider that he is entitled to extra payment within seven days from the time of commencement of such work or occurrence of such circumstances. Any such claim must be in writing accompanied by full particulars and must state under which provision of the Contract it is claimed that payment shall be made. The Contractor shall further notify the Architect of such intended claims before commencement of the works. All **'Provisional'** and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measuring, the Contractor shall give notice to the Quantity Surveyor. If the Contractor makes default in these respect, he shall, if the Architect so directs, uncover the work to enable measurements to be taken and afterwards reinstate all at his own expense. 31.0 Nominated Sub – Contractors **Note :** All specialists or other who are nominated by the Architect are hereby declared nominated Sub-contractors employed by the Contractor and shall enter into a Contract with the Contractor upon the terms and conditions of clause 31.0 of the Conditions of Contract and on the Standard "Agreement and Schedule of Conditions of Building Sub-contract" form published by the Kenya Association of Building and Civil Engineering Contractors. The Contractor must incorporate therein conditions approved by the Architect and if he fails to do so must accept full responsibility for any omissions, delays, bad workmanship, claims or expenses arising from the absence of such Sub-contractor. The sub-contract must cover such matter as payments on accounts, retention sums, Performance Bond, maintenance period, facilities, dates for completion of each portion of the works together with a liquidated and ascertained damages Clause in the event of non – completion and indemnity of the Contractor against any claims arising out of the misuse by any such Sub-contractor or his workmen of any scaffold erected or plant employed by the Contractor, or that may be made against the Contractor in Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
	consequence of any act, omission or default of the Sub-contractor, his servants or agent, or in respect of injury to workmen employed by the Sub-contractor. Not withstanding Clause 31.5.7. the Employer reserves the right to make direct payment to nominated Sub-contractor. 32.0 Nominated Suppliers 33.0 Work by Other Persons engaged by the Employer 34.0 Payments (34.15 shall be deleted) **Note :** When applying for a Certificate and to expedite its issue, the Contractor will be required to furnish the Quantity Surveyor with a detailed approximate statement of the works (main and subcontractors) executed and off all the materials on site. The Contractor and Nominated Sub-Contractor and Suppliers are permitted to deliver materials and goods to or adjacent to works in advance of their requirements on site. The Contractor is reminded that he is responsible for providing storage facilities for his own and Nominated Suppliers of materials and space for storage of nominated Sub-contractors materials and such storage requirements must take into account such premature deliveries. 35.0 Fluctuations (This shall not apply and shall be deleted in full) **Note** This is **a fixed – price Contract** and the Contractor must allow in his tender for any increase in the cost of labour and / or materials during the duration of the Contract. No claim for increased cost arising from fluctuations in materials, labour, duties, government taxes or day to day currency fluctuations will be allowed. The Contractor will be deemed to have allowed in his tender for any increase in the cost of materials which may arise as a result of currency fluctuations during the Contract Period. Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
	36.0 Extension of Time 37.0 Loss and expense caused by disturbance of regular progress of the works. 38.0 Termination of the Contract by the Employer 39.0 Termination of the Contract by the Contractor 40.0 Termination of the Contract by either Party 41.0 Practical Completion and Defects Liability **Note:** If any defect be such that in the opinion of the Architect it shall be impracticable or inconvenient to remedy the same, he must ascertain the diminution in the value of the works due to the existence of such defects and deduct the amount of such remainder. The amount so deducted shall be recoverable as a liquidated demand in money. 42.0 Sectional completion 43.0 Damages for delay in completion 44.0 Antiquities and other objects of value 45.0 Settlement of disputes **Appendix to the Conditions will be Completed as page PP/14** Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
	Insertions and amendments to the *Agreement and Conditions of Contract for Building Works*, April 1999 Edition, published by the Joint Building Council, Kenya.		
	Delete Sub clause 2.9		
	Insert the following to complete Sub-clause 2.10 "_____" of "_____"		
	Delete Sub clause 2.12		
	Add at the end of Sub clause 2.13		
	"The delegated authority of such engineers, specialist and other consultants shall be limited to those described in the preliminaries section of the Contract Bills".		
A.	**CLAUSE 3.0 GENERAL OBLIGATIONS OF THE EMPLOYER**		
	Delete Clause 3.0 entirely		
B.	**CLAUSE 4.0 GENERAL OBLIGATIONS OF THE CONTRACTOR**		
	Delete the words "… unless it is legally or physically impossible to do so."		
C.	**CLAUSE 8.0 CONTRACT BILLS AND CONTRACT PRICE**		
	Amend in sub-clause 8.1 "The Employer" to the "Architect ".		
D.	**CLAUSE 12 INSURANCE OF THE WORKS (CONTRACTOR'S LIABILITY)**		
	This clause shall apply. The Third Party (Public liability) indemnity shall not be less than Shs. 1,000,000.00 for any one accident or series of accidents arising from the same event (unlimited in aggregate).		
E.	**CLAUSE 13.0 INSURANCE OF THE WORKS (CONTRACTOR'S LIABILITY)**		
	This clause shall apply		
	Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
A.	**CLAUSE 14.0 INSURANCE OF THE WORKS (EMPLOYERS LIABILITY)** This clause is not applicable		
B.	**CLAUSE 15.0 INSURANCE OF THE WORKS (WORKS OF ALTERATION ETC.,)** This clause is not applicable		
C.	**CLAUSE 16.0 PERFORMANCE BOND** Sub-clause 16.2 is not applicable		
D.	**CLAUSE 21.0 LEVELLING AND SETTING OUT** **Amend** in sub-clause 8.1 "The Employer" to the "Architect".		
E.	**CLAUSE 23.0 SPECIFICATIONS OF GOODS, MATERIALS AND WORKMANSHIP** **Delete** sub-clause 23.7		
F.	**CLAUSE 30.0 VARIATIONS** **Delete** from sub-clause 30.2 the words "provided that no such instructions shall substantially change the scope or object of the contract without the consent of the Employer and the Contractor". **Delete** sub-clause 30.3 **Insert** new sub-clause 30.6.5 “Where a Prime Cost rate is inserted in the Bills of Quantities for the supply of any materials or items, adjustment to the prime cost rate shall be undertaken by the Quantity Surveyor in accordance with the following rules; The nett difference plus five percent (5%) between the Prime Cost rate and the approved purchase rate as accepted by the Architect, less any trade and other discounts and excluding Value Added Tax, shall be added to or deducted from the Contract Sum. No other adjustment to the Prime Cost rate of the material shall be allowed" **Add** to the end of sub-clause 30.9 "The conditions of this sub clause do not apply to works undertaken by another contractor under Architects Instructions issued in accordance with clause 22.2 of the Conditions of Contract". Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
A.	**CLAUSE 33.0 WORK BY OTHER PERSONS ENGAGED BY THE EMPLOYER** **Delete** sub-clause 33.2		
B.	**CLAUSE 34.0 PAYMENTS** **Delete** sub-clause 34.14.3 **Delete** sub-clause 34.14.4 **Delete** sub-clause 34.15		
C.	**CLAUSE 35.0 FLUCTUATIONS** **Delete** sub-clauses 35.3 to 35.6		
D.	**CLAUSE 36.0 EXTENSION OF TIME** **Delete** the wording of sub-clause 36.1.10 and insert in its place: “By the Contractor's inability for reasons beyond his control and which he could not reasonably have foreseen at the date of this Contract to obtain delivery upon the works of such imported goods or materials imported from outside the Country in which the Contract is being executed as are essential to the proper carrying out of the Works, or". **Delete** sub-clause 36.1.15 Signed by the said : …….. ……..…….. **EMPLOYER** **CONTRACTOR** Total carried to collection		

APPENDIX	**Clause**	
Percentage to cover professional Fees for Insurance Purposes only	13.0	***15 %***
Name of Contractor's Surety	16.1	***To be agreed***
Amount of Surety	16.1	***10 %***
Name of Employer's Surety	16.2	***Not applicable***
Amount of Surety	16.2	***Not applicable***
Period of Submission of Programme	18.1	***14 days on Award***
Period for Possession of Site	20.1	_____
Contract Period	20.2	_____
Date for Commencement of Works	20.2	_____
Date for Practical Completion	20.2	_____
Name of the Bank for Purposes of Interest Calculation	32.4.5.) 31.14) 34.6)	***K.C.B.***
Interval for Application of Payment Certificates	34.1	***To be agreed***
Minimum Amount of Payment Certificate	34.4	
Percentage of Certified Value Retained	34.12	***10 %***
Limit of Retention Fund	34.12	***5 %***
Periods of Release of Interests on retention money to Contractor	34.15	***Practical Completion***
Period for Final Measurement and Valuation	34.17	***6 Months from Certified Practical Completion***
Defects Liability Period.	41.6	***6 Months***
Damages for delay in Completion	43.1	At the rate of ***Ksh 50,000.00 per Month***

Signed by the Said :

……. ……

EMPLOYER **CONTRACTOR**

ITEM NO.	DESCRIPTION	SHS.	CTS
	COLLECTION		
	Brought forward from page PP/1		
	Brought forward from page PP/2		
	Brought forward from page PP/3		
	Brought forward from page PP/4		
	Brought forward from page PP/5		
	Brought forward from page PP/6		
	Brought forward from page PP/7		
	Brought forward from page PP/8		
	Brought forward from page PP/9		
	Brought forward from page PP/10		
	Brought forward from page PP/11		
	Brought forward from page PP/12		
	Brought forward from page PP/13		
	Brought forward from page PP/14		
	TOTAL FOR PARTICULAR PRELIMINARIES CARRIED TO GRAND SUMMARY		
	PP/15		

BILL NO. 2

GENERAL PRELIMINARIES

ITEM NO.	DESCRIPTION	SHS.	CTS
	GENERAL PRELIMINARIES		
A.	**METHOD OF MEASUREMENT**		
	The Bills of quantities have been prepared in accordance with the general principles of the standard Method of Measurement of Building Works of East Africa - Second Edition (Metric), published in January, 1987 by the Architectural Association of Kenya, Chapter of Quantity Surveyors.		
B.	**SUFFICIENCY OF TENDER**		
	The Contractor be deemed to have satisfied himself before tendering as to the correctness and sufficiency of the Tender for the Works and of the rates and prices stated in the priced Bills of Quantities which rates and prices shall cover all his obligations under the Contract and all matter and things necessary for the proper completion and maintenance of the works.		
C.	**ABBREVIATIONS**		
	Throughout these Bills, units of measurements and terms are abbreviated and shall be interpreted as follows ;		
	CM shall mean cubic meter		
	SM shall mean Square metre		
	LM shall mean Linear metre		
	mm shall mean millimetre		
	Kg shall mean Kilogramme		
	No shall mean Number		
	Prs shall mean Pairs		
	BS shall mean the Current British Standard specification published by the British Standards Institutions , 2 Park Street, London WI England.		
	Total carried to collection		
	GP/1		

ITEM NO.	DESCRIPTION	SHS.	CTS
A.	**ABBREVIATIONS (Cont'd)** **a.b.d.** shall mean as before described **K.B.S.** shall mean the current Kenya Bureau of Standards. **"Ditto"** shall mean the whole of the preceding description except as qualified in the description in which it occurs. Where it occurs in brackets, it shall mean the whole of the preceding description which is contained in the appropriate brackets. **"m.s."** shall mean Measured separately **"Approved"** shall mean as approved by the Architects **"As Directed"** shall mean as directed by the Architect **"As Described"** shall mean as described in the General description of materials and workmanship' here before in the Bills of Quantities **"Selected"** shall mean Selected by the Architect **"Singular and Plural"** shall mean words importing the singular only shall also include the plural and vice versa where the context requires. **"100 – 200"** shall mean over 100 but not exceeding 200. The same shall be construed for all similar description. **"Fix Only"** shall mean take delivery at nearest railway station [Unless otherwise stated], pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.		
B.	**PRICING BILL OF QUANTITIES** The Contractor shall price out individually and in detail all items in these Bills of Quantities and under no circumstances will Lump Sums be allowed. All rates and figures entered in the Bills of quantities must be done in ink. Without authority, the Contractor shall not alter or otherwise qualify the text of the Bills of Quantities, otherwise such alterations may render the tender liable for disqualification and in any case will be ignored. Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
A.	**SITE LEVELS** Before commencing the work the Contractor must arrange for and agree with the Employer's Representatives the existing site levels and similarly establish and agree a bench mark.		
B.	**SETTING OUT** The Contractor shall set out the Works in accordance with the dimension and levels shown on the drawings and shall be responsible for the correctness of all dimensions and levels so set out by him and will be required to amend all errors arising from inaccurate setting out cost and expense. In the event of any error or discrepancies these shall be reported to by the Architect for his immediate attention. No work shall be commenced by the Contractor until he has received written instruction from the Architect to adjust such discrepancies which may be proved. Upon receipt of such instructions the Contractor shall thereupon be responsible for adjustments necessary. No claim for extra expense or relief from the Provisions of Clause 5 of the Conditions of Contract based on any discrepancy or error in the dimensions or levels shown on the Drawings may be made thereafter. Before any work is commenced by Sub-Contractors or specialist firms, dimensions must be checked on the site and . or building and agreed with the Contractor irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.		
C.	**MATERIALS AND WORKMANSHIP** All materials and workmanship used in the execution of the works shall be of the best quality and description unless otherwise described. Any materials condemned by the Architect shall be immediately removed from site at the Contractor's expense. The standard of workmanship shall not be inferior to the current British codes of practice and / or equivalent Kenya Building Standards. No materials for use in the permanent construction are to be used for any temporary or other purpose other than that for which they are provided. Total carried to collection GP/3		

ITEM NO.	DESCRIPTION	SHS.	CTS
A.	**SECURITY OF WORKS** The Contractor shall be entirely responsible for the security of all the works, stores, materials, plant, personnel, etc both his own and Sub-contractor's 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. All articles and materials supplied by the Employer must be signed for by the Contractor at the time taking delivery as having received them in good order and thereafter the Contractor shall be responsible for any damage or loss of the same.		
B.	**SUPERVISION AND WORKING HOURS** The Works shall be executed under the direction and reasonable satisfaction of the Architect who shall at all times during normal working hours have access to all works or any other places where such work is being prepared for the contract. Working hours shall be those generally in force in the Building and Civil Engineering Trades in Kenya. No work shall be carried out at night or on gazetted holidays unless the Architect shall so direct. No work shall be covered up nor shall any concreting be carried out in the absence of the Clerk of Works without the prior approval of the Architect in writing.		
C.	**DISTURBANCE OR NUISANCE** The Contractor shall allow for taking all necessary precautions in the order of execution of the works so as to avoid causing disturbance or nuisance to the occupants or any existing buildings on or adjacent to the works and to the public and for complying with the Architect instructions in this respect.		
D.	**LABOUR REGULATIONS & FAIRWAGES** The Contractor shall comply with the Regulation of Wages and Conditions of Employment Act and pay wages and other emoluments and observe working hours and Conditions of Labour not less favourable than the minimum remuneration and conditions of employment applicable in the district in which the work is carried out. Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
A.	**LABOUR REGULATIONS & FAIRWAGES (Cont'd)** These regulations must be conveniently displayed at all times during the execution of the Contract for the information of employees in all places used for the execution of the Contract. The Contractor shall furnish to the Architect if called upon to do so such particulars of the rates of wages, hours, and conditions of labour referred to above. The Contractor shall recognize the freedom of employees to belong to Trade Unions and maintain daily records in English of time worked and wages paid to individual employees. The Contractor shall be responsible for compliance by Sub - Contractors employed in the execution of the Contract with the aforementioned labour regulations. Should a claim be made to the Architect alleging the Contractor's default in payment of fair wages of any workman employed on the Contract and if satisfactory proof thereof is furnished to the Architect by the Department responsible for labour for the time being, the Architect may, failing payment by the Contractor, pay the Claim out of any monies due or which may become due to the Contractor under the Contract		
B.	**SAFETY, HEALTH AND WELFARE OF WORK FORCE** The contractor shall allow for providing for safety, heath and welfare of work people and for complying with any relevant ordinances regulations or union agreements		
C.	**NATIONAL INSURANCE AND PENSION FUND** The contactor shall allow for making any National Insurance or Social Security Fund or payments due in respect of his work force		
D.	**HOLIDAYS AND TRANSPORT FOR WORK FORCE** The contactor shall allow for holiday and transport for work people and of complying with any relevant Ordinances Regulations or Union agreements. Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
A.	**OVERTIME** The Contractor shall be responsible for any extra costs for overtime arrangements he may consider necessary in order to complete the works within the Contract time unless otherwise instructed by the Architect. For any overtime worked in accordance with written instructions by the Architect, the Contractor shall be reimbursed in respect of such overtime to the extent only of the additional net cost of unproductive time payable over and above the basic hourly rates as Act, Building and construction Industry Wages Council and shall exclude any bonuses, profits and overheads.		
B.	**INTERRUPTION OF WORK** The Contractor is to allow hereinafter for all cost incurred by the interruption of work due to public parades, professions and the like.		
C.	**BOND** The Contractor shall find and submit on the Form of Tender an approved Bank and who will be willing to be bound to the Employer in an amount equal to 10 percent [10%] of the Contract amount for the due performances of the Contract upto the date of completion as certified by the Architect 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.		
D	**PLANT, TOOL AND VEHICLES** The Contractor is to allow for providing all scaffolding, ladders, cranes, hoists, tools, plant, mould, dust covers, templates etc and transport required for proper execution of the works, maintaining them during the contract performance except in so far as may be specifically stated otherwise herein and removal of same after completion of the Contract. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work. Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
A.	**PLANT AND LABOUR RETURNS** The Contractor shall prepare and deliver to the Architect or his representative detailed returns showing the number and category of his supervisors, numbers of the several classes of labour and plant employed on the works together with those of all his Sub – Contractors. The Contractor shall keep a visitors book on the site and shall ensure that the names of all visitors to the site are duly recorded.		
B.	**TRANSPORT TO AND FROM THE SITE** The Contractor shall include in his tender price for the transport of materials, workmen, etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the competent Authorities.		
C.	**WATER FOR WORKS** The Contractor shall provide at his own risk and cost all necessary arrangements for clean and fresh water for the works including that required by the Sub-contractors on site. He must provide for any temporary plumbing, meter , payment of all water bills, storage facilities and clear away after completion and make good works disturbed. No guarantee is given or implied that sufficient water will be available from the mains and the Contractor must make his own arrangements for augmenting this supply at his own cost as necessary. Nominated Sub-Contractors are to be made liable for the cost of any water used or any installation specially provided for their own use.		
D.	**NCA REGULATIONS** The Contractor is to comply with all regulations of the National Construction Authority including serving of notices, paying of 0.05% of the total construction cost.		
E.	**POLICE REGULATIONS** The Contractor shall at all times observe police and traffic Regulations including those regarding the loading or unloading of or waiting vehicles on the Public Highways and the Contract Sum shall be deemed to include for strict compliance therewith. Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
A.	**LIGHTING AND POWER FOR THE WORKS** The Contractor shall provide at his own risk and cost the required electricity supply for the works including that required by Sub-Contractors and others on site, and pay all fees and obtain all permits in connection therewith. Nominated Sub-Contractors are to be made liable for the cost of any electrical power used and for any installations provided specifically for their own use.		
B.	**EXISTING PROPERTY** The Contractor shall make all precautions 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 Architect.		
C.	**ACCESS TO SITE AND TEMPORARY ROADS** Means of access to the site shall be agreed with the Architect prior to commencement of the work and the Contractor must allow for constructing and maintaining the necessary temporary access roads, culverts, crossings, bridges etc. removing them and making good and reinstalling all works and surfaces disturbed to the satisfaction of the Architect.		
D.	**DAY WORKS** The Architect may, if in his opinion deems it necessary or desirable, order in writing that any additional or substituted work shall be executed on a day work basis. The contractor shall then be paid for such work in accordance with day work rates and percentage additions to be agreed with the Quantity Surveyor. The contractor shall furnish to the Architect all receipts or vouchers as may be necessary to prove the amounts paid and before ordering materials shall submit to the Architect quotations for the same for his approval. Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
	In respect of all works executed on a day work basis the contractor shall during the continuance of such works, deliver each day to the Architect a list in duplicate of names, occupation and time of all work men employed on such work and a statement also in duplicate showing the description and the quantity of all materials and plant used therein or there of. (other than plant which is included in the percentage addition on net amount of wages) One copy of each list and statement will, if correct or when agreed, be signed by the Architect and returned to the Contractor.		
A.	**SITE OFFICE** 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 provide, erect and maintain a lock – up type water closet for the sole use of the Consulting Team 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 Consulting Team a modern and accurate level together with leveling staff, ranging rods and 50 metre metallic or linen tape.		
B.	**TELEPHONE** A telephone will be provided on site by the contactor. He must allow for footing all bills incurred by him and the design team during the entire contract period.		
C.	**SANITATION OF THE WORK** The sanitation of the works shall be arranged and maintained by the contractor to the satisfaction of the National Government and / or County Government, Labour Department and the Architect.		
	Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
A.	**AREA TO BE OCCUPIED BY THE CONTRACTOR** The area of the site which may be occupied by the Contractor for use as storage and for the purposes of erecting workshops etc. shall be defined on site by the Architect.		
B.	**CONTRACTOR'S SUPERINTENDENT / 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 Architect and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.		
C.	**LABOUR** No labour may be housed on site with the exception of watchmen. The Contractor shall provide, erect and maintain satisfactory housing for the watchmen and shall remove the same on completion of the works. Unless the Architect otherwise agrees the Contractor is to recruit locally all his unskilled labour and as much as possible of his skilled labour.		
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.		
E.	**SIGNBOARD** The Contractor shall allow for providing, erecting, maintaining throughout the course of contact and there afterwards clearing away a signboard to the Architects drawing (Available for inspection at the Architect's office) No other signboards or advertisement will be permitted without the written authority of the Architect. Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
	These sign boards comprise a strong well braced frame set in foundation with a title board and separate boards for all consultants, main and subcontractors. The whole of the supports and boards must be well painted and the lettering which must not exceed 2" high on this consultant board motif etc must be carried out by an experienced sign writer to the approval of the Architect.		
A.	**BLASTING OPERATIONS** Blasting will only be allowed with the express permission of the Architect 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 Architect governing the use and storage of explosives.		
B.	**ALTERATIONS TO BILLS, PRICING, ETC** Any unauthorized alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.		
C.	**MATERIALS ARISING FROM EXCAVATIONS** Materials of any kind obtained from the excavation shall be the property of the Employer. Unless the Architect 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 Architect 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.		
D.	**STORAGE OF MATERIALS** The Contractor shall provide on the site weather proof, lock up sheds for the site storage and custody of materials for the works and shall remove them on completion of the works making good damaged or disturbed surfaces to the satisfaction of the Architect. Nominated Sub-contractors shall be made liable for the cost of any storage accommodation provided specially for their own use.		
	Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
A.	**PROTECTION OF THE WORKS** The Contractor shall protect or cover-up all finished work liable to damage including provision of temporary roofs, gutters, drain etc. during the progress of the works and until the completion of the works. Any damage occurring to the works, materials, drains, paths or other works due to weather or want of protection during the progress of the works shall be made good by the Contractor at no extra cost.		
B.	**PROGRAMME / PROGRESS CHART** Within fourteen (14) days of signing the Contract, the Contractor shall prepare a full detailed programme and progress chart in the form of bar chart, precedence diagram or network analysis showing completion dates of various sections of work and resource requirement to the approval of the Architect. If the Contractor proposes sectional completion of the works he must plan this detail including access roads and services and this programme shall be reflected on the chart. Upon letting of the Sub-contract works the Contractor shall incorporate times and details of each Sub-contractor's work – which information is to be agreed with the Sub-contractor concerned and the chart shall be so designed to accommodate this information. At the end of each week the Contractor shall mark on the chart in a different colour the actual time taken to complete the respective stages and section of the works. The Contractor shall also show upon the chart the anticipated weekly labour strength required, divided into labourers and craftmen, and shall similarly mark up the actual numbers employed. The Contractor shall supply approved copies of the chart to the Architect. The Contractor shall liaise with the Architect, Nominated Sub-contractors and Nominated Suppliers to ensure that Contract Completion date remains unchanged. Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
A.	**PROGRESS PHOTOGRAPHS** The Contractor shall allow for providing one copy of approved progress photographs (digital or otherwise) to the Architect taken during the period of the Contract.		
B.	**PROVISIONAL WORK** All work measured provisionally shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. The Contractor shall immediately notify the Quantity Surveyor when such work is completed. Should the Contractor default in these respects, he shall, if the Architect so directs uncover the work at his own expense to enable measurements to be taken.		
C.	**IMPORTED MATERIALS AND SPECIAL ITEMS** Where imported materials or special items of goods; materials, or equipment from part of the Contract, the Contractor shall be entirely responsible for making all necessary arrangements and placing all necessary orders to ensure their prompt and timely arrival on site to suite the building operations. No claim for an extension for time will be entertained by the Architect unless the Contractor can produce reasonable proof that he has taken all possible precautions to prevent delay and that the delay is beyond his control.		
D.	**PRIME COST AND PROVISIONAL SUMS** Interpretation of these terms shall be as Clause A 7 of the Standard Method of Measurement of Building Works and Sums of money included under these terms shall be subject to adjustments in the Final Account. Profit and attendance shall only be allowed for Prime Cost Sums, Adjustments of percentage profit included against prime cost sums shall be applied to the final account figure but attendance, included a lumpsum, shall be adjusted pro-rata to the physical extent of the work executed. Should the Contractor be allowed to tender and his tender be accepted for any work for which a prime cost sum is included in these Bills of Quantities, profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-contractor. Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
	The Employer reserves the right to place a "Direct Contract" for any goods or services required for the works which are covered by a P.C. Sum and pay for the same directly. In this case, the Contractor shall be allowed the appropriate profit and attendances.		
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 Architect and the work will be measured and paid for to the extent executed at rates provided for in these Bills of Quantities.		
B.	**DETERMINATION BY EMPLOYER**		
	In the event of the employment of the Contractor being determined in accordance with the provisions of **Clauses 38** of the Conditions of Contract, then in addition to the rights and duties set out in **Clause 38.4** of the Conditions of Contract, the Employer shall have the right to complete the works on his own in which case the amount of expenses properly incurred by the Employer referred to in **Clause 38.4** of the Conditions of Contracts shall include an allowance to cover the cost of supervision, interest and depreciation on plant and all other usual charges and profits as would have been incurred had the work been carried out by another Contractor.		
C.	**REMOVING OF RUBBISH AND CLEANING**		
	The Contractor shall remove all rubbish and debris from the buildings and site as it accumulates and on completion of the works. All plant, scaffolding and unused materials must also be removed on completion of the works.		
	Before final inspection and handing over date, the Contractor must clean the buildings both internally and externally to make the works perfect and fit for immediate occupation by the Employer.		
	Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
A.	**SAMPLES** The Contractor shall furnish at his own cost any samples of materials or workmanship or any tests that may be called for by the Architect unless otherwise provided in these Bills of Quantities. Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must be immediately removed from site and replaced at the Contractor's expense, as required. Any approved samples shall be the minimum standard from the work to which they apply.		
B.	**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 fir for occupation to the approval of the Architect.		
C.	**NOMINATED SUB – CONTRACTORS** The Contractor shall be responsible for Nominated Sub – Contractors in every respect and in particular it shall be the Contractor's responsibility to ensure that each Sub- Contractor commences and completes the work in such manner and is ready on the site with his materials, labour and special plant such times so as to conform with the Progress Schedule as specified previously, and to ensure satisfactory progress. The Contractor shall also accept liability for and bear the cost of General Attendance on Nominated Sub-Contractors which shall be deemed to include for :- Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
	Allowing the use of standing scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant Sub-Contractor's works are complete and removal of all scaffolding on completion. Providing build space for Office accommodation, and for storage of plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, and lighting; and clearing away rubbish. The items for "General Attendance" given here –in-after following P.C. and Provisional Sums in respect of Sub-Contractors work shall be deemed to include all the above. The Contractor shall also accept liability for and bear the cost of Special Attendance on Nominated Sub-Contractors which shall include for one or more of the following; The Items of "Special Attendance" given here-in-after following P.C. Sums shall include any one or more of the above items as set out in the particular reference. The Contractor shall allow for any cutting for and making good after the work of Sub-Contractors as may be required and this will be deemed to be included herein and therefore the Contractor will not be entitled to any additional payment. **NOMINATED SUPPLIERS**		
A.	The cost of "**fix only**" materials to be obtained from Nominated Suppliers which are covered by Prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or idents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described. Before placing any orders with Nominated Sub-Contractors or Nominated Suppliers the Contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of Contract and the Progress Schedule. Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
A.	**CONCRETE CUBE TESTS** The Contractor shall allow for the cost of preparing, delivery and testing of concrete samples required by the Engineers and shall obtain test Certificates of concrete test tubes, each cube size 150 x 150 x 150 mm or such other size as may be directed by the Engineer. A set of 3No X 50 Tests @ …….= Kshs……		
B.	**TRAINING LEVY** The Contractor's attention is drawn to legal Notice No. 237 of October, 1971, (or such subsequent edition as may be current) together with the latest amendments (if any) which requires payment by the Contractor of a Training Levy at the rate of ¼% (one quarter per cent) of the Contract Sum on all Contractors of more than Ksh. 50,000.00 in value and his tender must include for all costs arising or resulting therefrom. Proof of Payment of this levy will be required.		
C.	**VALUE ADDED TAX** The Contractor's attention is drawn to the Provisions of the Finance Bill, 1999 which requires payment by the Contractor of Value Added Tax (VAT) on construction services rendered. The Contractor will provide for this at the summary page otherwise will be deemed to have included VAT in his rates		
D.	**<u>WITHHOLDING TAX ON CONSULTANCY, AGENCY FEES AND CONTRACTUAL PAYMENTS SECTION 35 (3) (f) (i) (ii)</u>** The Contractor's attention is drawn to the Kenya Revenue Authority (K.R.A.) Public and any other amendments thereafter Notice notifying the Tax paying public that with effect from 1st July, 2000, 2 % withholding tax is applicable to all payments made to residents persons in respect of Consultancy, Agency or Contractual Payments as follows ; i) To individuals recipients without a registered business name or without a Personal Identification Number (PIN) if the amount is Kshs. 24,000 or more per month Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
	ii) the recipient is a person working under a registered business name of having a Personal Identification Number (PIN) if the amount is Kshs. 200,000.00 or more in a month ….. In this case the payer should advice the commissioner of Income Tax of payments paid in writing immediately.		
A.	**STANDARD LEVY** The Contractor's attention is drawn to Legal Notice No. 267 of 1990 (or such subsequent edition as may be current) together with the latest amendments (if any), which requires payment by all Contractor's Standards levy at the rate of 1/5% (one fifth per cent) of the ex-factory price in respect of manufacture during this each month subsequent to a ceiling of Ksh. 200,000.00 per Annum. The tenderer must allow for all cost arising or resulting therefrom. Proof of Payment of this levy will be required		
B.	**ADJUSTMENTS TO STANDARD METHOD OF MEASUREMENT** Claude D 18 (a), (b) and (c) shall be deleted. The following Clause shall apply "Keeping the whole of the excavations free from all water and mud; including spring and running water shall be given as an item and shall include pumping, balling or other methods as may be required'.		
C.	**SAFETY** The Contractor shall comply all times with the requirements of the Factory Act (Cap 514), Building Construction Rules, Supplement 18, Legal Notice No. 40 dated 5th April, 1984 to ensure that the safety of his workpeople and authorized visitors to the site is protected at all times. In particular, there shall be proper provision of planked footways and guardrails scaffolding, etc., protection against falling materials and tools and the site shall be kept tidy and clear of dangerous rubbish. The Contractor shall appoint a **Safety Officer** as required by the Factory Act and notify the Factory inspector of his name. The safety officer shall be on site at all times and all directions given by the Architect to the safety officer shall be deemed to be Architect's instructions, and shall be complied with promptly without additional cost to the Contract.		
	Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
	The Architect shall be empowered to suspend work on site should he consider that these conditions are not being observed, and no claim arising from such suspension will be allowed.		
A.	**PROTECTIVE CLOTHING**		
	The Contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gum boots, overall etc., according to the type of work. The Contractor shall ensure that safety helmets are worn by all Staff on site at all times.		
B.	**PROPRIETARY MATERIALS**		
	Where proprietary materials are specified here-in-after, the Contractor may propose the use of materials of other manufacture but of equal quality for approval by the Architect.		
	All materials and goods where specified to be obtained from a particular manufacturer or supplier are to be used in accordance with their instructions.		
C.	**PRIME COST RATES**		
	Where description of items include a P.C. rate per unit, this rate is to cover the nett supply cost of the unit only. The Contractor's price must include for the cost of the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads.		
	The actual nett cost per unit will be adjusted in the Final Account against the P. C. rate stated.		
D.	**COPYRIGHT**		
	The copyright of these Bills of Quantities is vested in the Meru County Quantity Surveyor, and no part thereof may be reproduced without their express permission given in writing.		
	Total carried to collection		

ITEM NO.	DESCRIPTION	SHS.	CTS
	COLLECTION		
	Carried forward from page GP/1		
	Carried forward from page GP/2		
	Carried forward from page GP/3		
	Carried forward from page GP/4		
	Carried forward from page GP/5		
	Carried forward from page GP/6		
	Carried forward from page GP/7		
	Carried forward from page GP/8		
	Carried forward from page GP/9		
	Carried forward from page GP/10		
	Carried forward from page GP/11		
	Carried forward from page GP/12		
	Carried forward from page GP/13		
	Carried forward from page GP/14		
	Carried forward from page GP/15		
	Carried forward from page GP/16		
	Carried forward from page GP/17		
	Carried forward from page GP/18		
	Carried forward from page GP/19		
	TOTAL FOR GENERAL PRELIMINARIES CARRIED TO GRAND SUMMARY		
	GP/20		

BILL NO. 3

PREAMBLES AND PRICING NOTES

PREAMBLES AND PRICING NOTES

A. GENERALLY

All work to be carried out in accordance with Ministry of Works General Specification for Building and Civil Works issued in 1976 and any other subsequent Revisions.

B. MANUFACTURER'S NAMES

Where Manufacturers names and catalogue reference are given they are so given for guidance to Quality and Standard only. Alternatively Manufacturers of quality will be accepted at the discretion of the Architect.

C. CARPENTRY

The grading rules for Cypress shall be the same as those for Podocarpus and all timber used for structural works shall be select (second grade).

All structural timber must conform to the minimum requirements for moisture content and preservative and timber prices must allow for preparing and sending samples for testing when required.

Prices must also include for all nails and fasteners.

D. PLASTER WORK AND OTHER FINISHES

All finishes shall be as described in the general specification and in these Bills of Quantities.

E. GLAZING

Where polished plate glass is specified, this refers to general glazing quality.

Prices for glazing include for priming of rebates before placing putty.

The Contractor will be responsible for replacing any broken or scratched glass and handing over in perfect condition.

A. PAINTING

Painting category shall be Category A of Ministry of Public Works approved list and applied in accordance with the Manufacturers instructions.

B. JOINERY

Cypress for joinery shall be prime grade in accordance with the latest grading rules of the Kenya Government.

Where Mahogany is specified, this refers to prime grade only. The Contractor may with the approval of the Architects, use either Msharagi or Mvuli in lieu of Mahogany but such approval will be given only in the case of shortages of the hardwoods specified.

Plugging shall be carried out by drilling walling or concrete with a masonry drill and filling with propritary plugs of the correct sizes. Cutting with hammer and chisel will not be allowed.

Prices for joinery must include for pencil rounded arises, protection against damage, nails, screws, framing and bedding in cement mortar as required.

Sizes given for joinery items are normal sizes and exact dimensions of doors, etc. Must be ascertained on site.

C. IRONMONGERY

Ironmongery shall be as specified in the Bills of Quantities or equal and approved.

Prices must include for removing and refixing during and after painting, labelling all keys, and for fixing to hardwood, softwood, concrete or block work.

Catalogue references given for ironmongery are for purposes of indicating quality and sizes of item. Should the Contractor wish to substitute the specified items with others of equal manufacturer, he must inform the Architect and obtain approval in writing.

The Contractors attention drawn to the fact that the locks are under a master key system.

BILL NO. 4

BUILDER'S WORKS

ITEM	DESCRIPTION	QNTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 1				
	SUBSTRUCTURES				
	(' All provisional')				
A	Clear site of all grass and small trees not exceeding 600mm girth and cart away or burn arisings.	163	SM		
B	Excavate oversite to remove top vegetable soil average 250mm deep and spread as directed on site.	163	SM		
C	Cut to reduce level.	49	CM		
D	Excavate for foundation strip footing in normal soil not exceeding 1.5m deep.	63	CM		
E	Return fill and ram selected excavated material around foundations.	67	CM		
F	Load, wheel and cart away from site surplus excavated material and to an approved dumping area.	86	CM		
G	Hardcore fill well rammed laid 150mm thick layers	49	CM		
H	Extra over all kinds of excavation for excavating in rock irrespective of class.	31	CM		
I	Allow for keeping excavations free from all water by pumping or otherwise.		ITEM		
J	Ditto; for plunking and strutting to sides of excavations.		ITEM		
	Total to Collection Page H/4				

ITEM	DESCRIPTION	QNTY	UNIT	RATE	AMOUNT
A	50 mm thick stone dust blinding to surfaces of hardcore	163	SM		
	Concrete Works				
	50 mm plain concrete (1:4:8 - class 15/20mm) blinding to :				
B	Strip footing.	113	SM		
	Vibrated Reinforced Concrete class(1:2:4 20/20mm in;				
C	Strip footing	8	CM		
D	100mm thick floor bed	163	SM		
	Sawn formwork to :				
E	Sides of strip footing	28	SM		
F	Edges of ground floor bed exceeding 75mm but not exceeding 150mm girth.	55	LM		
	Total to Collection Page H/4				

ITEM	DESCRIPTION	QNTY	UNIT	RATE	AMOUNT
	MASONRY.				
A	200 mm thick natural stone walling;quarry dressed bedded and jointed in cement sand (1:3) mortar; reinforced with hoop iron at alternate courses	75	SM		
	Bituminous Damp Proof Course bedded and jointed in cement sand mortar 1:3.				
B	200 mm wide.	55	LM		
	SURFACE TREATMENT				
C	"Gladiator" or other equal and approved antitermite insecticide treatment to blinded hardcore surfaces applied in accordance with manufacturer's instructions.	163	SM		
D	1000 gauge polythene sheeting laid under concrete floor bed.	163	SM		
	Reinforcement				
	High Tensile Reinforcement Bars to B. S. 4461 including cutting, bending and all necessary spacer blocks : (Provisional) :-				
E	10 mm bars;	256	Kgs		
F	8 mm ditto;	384	Kgs		
G	Steel fabric mesh reinforcement type A142 weighing 2.22Kg/M^2 and to BS 4483 and with 150 mm side laps (measured net - no allowance for laps)	163	SM		
	Total to Collection Page H/4				

ITEM	DESCRIPTION	QNTY	UNIT	RATE	AMOUNT
	Plinth treatment.				
A	12mm thick cement sand 1:4 render to plinth surfaces.	17	SM		
B	Prepare and apply three coats of bitumastic paint to rendered surfaces.	17	SM		
	Total to Collection Below				
	Collection Page				
	Brought forward from page H/1				
	Brought forward from page H/2				
	Brought forward from page H/3				
	Brought forward from above				
	Total Element 01 to Summary				

ITEM	DESCRIPTION	QNTY	UNIT	RATE	AMOUNT
	ELEMENT 02				
	REINFORCED CONCRETE				
	Superstructures				
	Vibrated reinforced concrete (1:2:4) Class 20/20mm in :				
A	Beams.	4	CM		
	Reinforcement				
	High tensile square twisted bars BS 4461 as described in :				
B	8 mm diameter bars.	128	Kgs		
C	10mm ditto;	96	Kgs		
D	12mm Ditto;	96	Kgs		
	Sawn formwork to :				
E	Sides and soffits of beams.	44	SM		
	Total Element 02 to Summary				

ITEM	DESCRIPTION	QNTY	UNIT	RATE	AMOUNT
	ELEMENT 03				
	WALLING				
	Extenal walls				
A	200 mm thick natural stone walling; medium chiseled dressed; bedded and jointed in cement sand (1:3) mortar; with 20 mm wide hoop irons in every alternate course.	139	SM		
	Total Element 03 to Summary				

ITEM	DESCRIPTION	QNTY	UNIT	RATE	AMOUNT
	ELEMENT 04				
	ROOFING **(Provisional)** **Roof construction**				
	All cypress timber to be well seasoned 2nd grade timber pressure impregnated with Tanalith 'C' :- moisture content 9-15%m.c				
A	100 x 50 mm Wall plate.	55	LM		
B	75 X 50 mm Purlins	245	LM		
	Trusses				
	The following in 18 No Trusses with nailed connections and rising approximately 3000mm above ground level including hoisting.				
C	100 x 50 mm rafters.	198	LM		
D	100 x 50 mm ties and struts and king posts.	327	LM		
E	100 x 50 mm joists.	148	LM		
F	100 x 50 mm ridge rafters	42	LM		
	Roof covering				
	Supply and fix gauge 30 IT5 roofing sheets or other equal and approved roof covering as described in :-				
G	Roof coverings	260	SM		
H	Ditto ridge capping 450mm wide	21	LM		
I	200 x 25 mm wrot camphor Fascia or barge board nailed to rafters.	63	LM		
J	Prepare and apply three coats of gloss oil paint to timber surface exceeding 200 mm but not exceeding 300 mm girth externally.	63	LM		
	Total Element 04 to Summary				

ITEM	DESCRIPTION	QNTY	UNIT	RATE	AMOUNT
	ELEMENT 05				
	Steel Panel Doors				
A	Steel panel door size 1800x2500mm high including all necessary ironmongery and other necessary furniture and steel locks all to detail and approval	2	No		
B	Prepare and apply one undercoat and two finishing coats of gloss oil paint to metal doors general surfaces.	18	SM		
	Total Element 05 to Summary				

ITEM	DESCRIPTION	QNTY	UNIT	RATE	AMOUNT
	ELEMENT 06				
	WINDOWS.				
A	150 x 50mm thick clay window cill to slope.	20	LM		
	Wrot cypress				
B	125 x 25 mm window board with one labour.	20	LM		
	Pelmet boxes in Wrought cypress				
C	Pelmet fascia, size 150x25mm	20	LM		
D	Pelmet top, size 125x25mm	20	LM		
E	Boxed end of pelmet, size 150x125x25mm	24	No.		
F	Bearer plugged, size 50x50mm	20	LM		
G	Quadrant plugged, diameter 15mm	20	LM		
	Curtain tracks				
H	Aluminiun I section double curtain rails with brackets at 150mm centers, one runner, 75 mm of tracks; four end stops per set each set twice bent to form overlap at the centers complete with rings rollers and all other necessary accessories.	20	LM		
J	Prepare and apply two coats of clear varnish to timber pelmet boxes.	4	SM		
K	Prepare and apply two coats of clear varnish to window board exceeding 100 mm but not exceeding 200 mm girth.	20	LM		
	Total to Collection page H/11				

ITEM	DESCRIPTION	QNTY	UNIT	RATE	AMOUNT
	Supply and Fix the following purpose-made Steel casement windows complete with opening accessories including cutting and fixing lugs and pointing all round in cement mortar with vertically pivoted sashes as describedin the following sizes;				
A	1500 x 1500 mm high	12	NO		
B	5 mm thick clear sheet glass and glazing in panes 0.1 - 1.0 SM with approved metal putty.	27	SM		
C	Prepare and apply three coats of gloss oil paint to metal window surfaces measured flat overall; internally.	27	SM		
D	Ditto; externally.	27	SM		
	Total to Collection Below				
	Collection Page.				
	Brought forward from page H/10				
	Brought forward from above				
					C
	Total Element 06 to Summary				

ITEM	DESCRIPTION	QNTY	UNIT	RATE	AMOUNT
	ELEMENT 07				
	EXTERNAL FINISHES				
	Wall Finishes				
A	15mm thick plaster finished smooth to beams	14	SM		
B	Key and pointing to wall	139	SM		
	Total Element 07 to Summary				

ITEM	DESCRIPTION	QNTY	UNIT	RATE	AMOUNT
	ELEMENT 08				
	INTERNAL FINISHES.				
	Floor finishes.				
	Cement : sand (1:4) in :-				
A	40mm thick coloured screed to floors	161	SM		
	Total to Collection page H/14				

ITEM	DESCRIPTION	QNTY	UNIT	RATE	AMOUNT
	Wall finishes.				
A	12 mm thick cement and sand plaster 1:4; steel trowel.	141	SM		
B	Prepare and apply three coats of silk vinyl paint to plastered wall surfaces; internally.	141	SM		
	Total to collection Below				
	Collection Page				
	Brought forward from page H/13				
	Brought forward from above				
	Total Element 08 to Summary				

ITEM	DESRIPTION	AMOUNT
	SUMMARY	
1	Substructures from page H/4	
2	Reinforced Concrete from page H/5	
3	Walling from page H/6	
4	Roof from page H/7	
5	Doors from page H/9	
6	Windows from page H/11	
7	External Finishes from page H/12	
8	Internal Finishes from page H/14	
	Total Carried to Grand Summary	

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	PROVISIONAL SUM				
A	Allow a provisional Sum of Kshs Two Hundred (Kshs 100,000.00) only for Contigencies.			SUM	100,000.00
	TotalProvisional Sums				**100,000.00**

MAIN SUMMARY

BILL NO.	DESCRIPTION	TENDERERS AMOUNT Kshs	OFFICIAL USE ONLY Kshs
1	PARTICULAR PRELIMINARIES		
2	GENERAL PRELIMINARIES		
3	BUILDER'S WORK		
4	PC AND PROVISIONAL SUMS		100,000.00
	SUB TOTAL		
	TOTAL CARRIED TO FORM OF TENDER		

Amount in words……
……

Tenderers signature and stamp……
……
……
Address……
……
Date……

Witness Name……

Signature……

Description……
……
……
Address……

Date……