

**COUNTY GOVERNMENT OF WAJIR**



**LANDS, HOUSING, PHYSICAL PLANNING, PUBLIC WORKS & HOUSING DEPT**

**PROPOSED CONSTRUCTION OF OFFICE BLOCK  
FOR  
ROADS DEPARTMENT, WAJIR  
WAJIR COUNTY**

**TENDER NO: WCG/T/RT/57/2018-2019**

CLOSING/OPENING:

**Prepared by:**

**County Works Officer,  
Public Works & Housing Dept.  
Wajir**

**JANUARY 2019**

**SECTION NO.1**  
**INVITATION TO TENDER DATE.....**

PROPOSED CONSTRUCTION OF OFFICE BLOCK FOR ROADS DEPARTMENT, WAJIR.

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**REPUBLIC OF KENYA**

**GOVERNMENT OF WAJIR COUNTY**

**PROPOSED CONSTRUCTION OF OFFICE BLOCK FOR  
ROADS DEPARTMENT, WAJIR**

**TENDER DOCUMENT**

Supplied as part of contract for **PROPOSED CONSTRUCTION OF OFFICE  
BLOCK FOR ROADS DEPARTMENT, WAJIR**

PREPARED BY:-

Department of Public Works & Housing  
Box 120  
Wajir

The Contract for the above works entered into this .....day of.....2019 by the undersigned refers to these bills of Quantities and the Ministry of Roads and Public Works General Specifications dated March 1976 (together with any amendments issued thereto) shall be read and construed as part of the said Contract.

\_\_\_\_\_

CONTRACTOR

Date: \_\_\_\_\_

\_\_\_\_\_

CHIEF OFFICER – DEPARTMENT OF ROADS  
WAJIR COUNTY GOVERNMENT

Date: \_\_\_\_\_

**SPECIAL NOTES**

The Contractor is required to check the numbers of the pages of these Bills of Quantities and should he find any missing or in duplicate or figures indistinct, he must inform the Chief Officer- Public Works & Housing , WAJIR County Government at once and have the same rectified.

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

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

## **SECTION NO.2**

### **STANDARD TENDER DOCUMENTS**

#### **TENDERING INSTRUCTIONS**

##### **1. 1. General**

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

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

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

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

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

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

#### **INSTRUCTIONS**

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

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

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

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

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

## INSTRUCTIONS

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

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

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

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

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

## INSTRUCTIONS

## 2. Tender Documents

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

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

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

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

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

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



### **3. Preparation of Tenders**

- 3.1 All documents relating to the tender and any correspondence shall be in English language.
- 3.2 The tender submitted by the tenderer shall comprise the following: (a) These Instructions to Tenderers, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications;
- (b) Tender Security;
  - (c) Priced Bill of Quantities;
  - (d) Qualification Information Form and Documents;
  - (e) Alternative offers where invited; and
  - (f) Any other materials required to be completed and submitted by the tenderers.
- 3.3 The tenderer shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items for which no rate or price is entered by the tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause relevant to the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the tenderer.
- 3.4 The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of 90 days from the date of submission. However in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers responses shall be made in writing. A tenderer may refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with Clause 3.7 – 3.11 in all respects.
- 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.

## **INSTRUCTIONS**

- 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 and 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
  - (d) (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, including the basic technical design as indicated in the Drawings and Specifications. In addition to submitting the basic tender, the tenderer shall provide all information necessary for a complete evaluation of the alternative, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tender conforming to the basic technical requirements shall be considered.
- 3.14 The tenderer shall prepare one original of the documents comprising the tender documents as described in Clause 3.2 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked **ORIGINAL**. In addition, the tenderer shall submit copies of the tender, in the number specified in the invitation to tender, and clearly marked as **COPIES**. In the event of discrepancy between them, the original shall prevail.
- 3.15 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer, pursuant to Clause 1.5 (a) or 1.6 (b), as the case may be. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

## INSTRUCTIONS

#### 4. Submission of Tenders

- 4.1 The tenderer shall seal the original and all copies of the tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as **ORIGINAL** and **COPIES** as appropriate. The inner and outer envelopes shall:
- (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 pen 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 Tenders may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 4.2. Each tenderers modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 3.13 and 4.1, with the outer and inner envelopes additionally marked **MODIFICATION** and **WITHDRAWAL**, as appropriate. No tender may be modified after the deadline for submission of tenders.
- 4.5 Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended pursuant to Clause 3.6 may result in the forfeiture of the Tender Security pursuant to Clause 3.11.
- 4.6 Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with Clause 4.4 or be included in the original tender submission.

#### INSTRUCTIONS

## 5. Tender Opening and Evaluation

- 5.1 The tenders will be opened by the Employer, including modifications made pursuant to Clause 4.4, in the presence of the tenderers representatives who choose to attend at the time and in the place specified in the invitation to tender. Envelopes marked **WITHDRAWAL** shall be opened and read out first. Tenderers and Employers 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 Employers officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex, or facsimile but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with clause 5.7.
- 5.5 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (a) meets the eligibility criteria defined in clause 1.7; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.
- 5.6 If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 5.7 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) (where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
  - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate and the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.

## INSTRUCTIONS

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

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 Day works where priced competitively.
- (c) Making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with clause 3.12; and modifications offered in accordance with clause 4.6

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

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

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

## INSTRUCTIONS

## **6. Award of Contract**

- 6.1 Subject to Clause 6.2, the award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be (a) eligible in accordance with the provision of Clauses 1.2, and (b) qualified in accordance with the provisions of clause 1.7 and 1.8.
- 6.2 Notwithstanding clause 6.1 above, the Employer reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.
- 6.3 The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex, or facsimile. This notification (hereinafter and in all Contract documents called the Letter of Acceptance) will state the sum (hereinafter and in all Contract documents called the Contract Price) that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The notification of award will constitute the formation of the Contract, subject to the tenderer furnishing the Performance Security in accordance with clause 6.6 and signing the Agreement and return it to the Employer.
- 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 shall deliver to the Employer a Performance Security in the amount stipulated in the Appendix to Conditions of Contract and in the form stipulated in the Tender documents. The Performance Security shall be in the form of a Bank Guarantee, and shall be issued at the tenderers option, by a reputable bank located in Kenya and acceptable to the Employer.
- 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.

## **INSTRUCTIONS**

# CONDITIONS OF CONTRACT

## 1. Definitions

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

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

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

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

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

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

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

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

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

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

**Drawings** include calculations and other information provided or approved by the Employers Representative for the execution of the Contract.

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

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

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

CONDITIONS OF CONTRACT

# **EVALUATION CRITERIA**



## **TENDER EVALUATION CRITERIA**

After tender opening, to determine responsiveness the tenders will be evaluated in 3 stages, namely:

1. Preliminary Evaluation (Mandatory Requirements Evaluation)
2. Technical Evaluation.
3. Financial Evaluation.

### **DETERMINATION OF RESPONSIVENESS**

#### **STAGE 1- PRELIMINARY EVALUATION (MANDATORY REQUIREMENTS EVALUATION)**

This stage of evaluation shall involve examination of the Mandatory Requirements as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document.

These conditions may include the following:

|     | <b>PARAMETER</b>  | <b>REMARKS</b> |
|-----|---|----------------|
| i   | Certificate of Incorporation / Business Registration ( <i>attach copy</i> )                             |                |
| ii  | Business VAT/PIN Certificate of Registration ( <i>attach copy</i> )                                     |                |
| iii | Valid Tax Compliance Certificates ( <i>attach copy</i> )  |                |
| iv  | Valid Single Business Permit ( <i>attach copy</i> )   |                |
| iv  | Valid NCA 7 (or Above) Registration Certificate (Building Works) ( <i>attach copy</i> )                 |                |
| v   | Bid Security of kshs 300,000.00 in form of Bank Guarantee or Insurance from a Reputable Insurance Firm  |                |
| vi  | Dully Filled, Signed and Stamped Form of Tender   |                |
| vii | Proof of Registered Office / Physical Address ( <i>attach copy of utility bill or lease agreement</i> ) |                |

**Note:**

The bid security shall be in accordance with clauses 13 and 23.2 of Instruction to Tenderers which states as follows:

- **Clause 13.1** of Instruction to Tenderers,”the tenderers shall furnish as part of his tenders a tender surety in the amount stated in the tender document in the Appendix to Instructions to Tenderers”.
- **Clause 13.2** of Instruction to Tenderers, “the unconditional Tender surety shall be in Kenya shillings and be in form of a certified cheque, bank draft, an irrevocable letter of credit or a guarantee from a reputable Bank/ Insurance approved by **Government of Kenya**. The format of the surety shall be in accordance with the sample form included in the tender documents and the tender surety shall be valid for **180 days** from the date of tender opening”.
- **Clause 23.2** of Instruction to Tenderers: “For the purposes of this clause, a substantially responsive tender is one which conforms to all terms and condition and specifications of the tender document without material deviation or reservation and has a valid Bank/Insurance guarantee”.

The employer may seek further clarification/confirmation if necessary to confirm authenticity/compliance of any condition of the tender.

**The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further.**

**STAGE 2 - TECHNICAL EVALUATION**

The tender document shall be examined based on clause 2.2 of the Instruction to Tenderers which states as follows:

In accordance with clause 2.2 of Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility under sub clause 2.1 of Instruction to Tenderers and adequacy of resources to effectively carry out the subject contract. The tenderers shall be required to fill the Standards Forms provided for the purposes of providing the required information. The tenderers may also attach the required information if they so desire.

The award of points for the **STANDARD FORMS** considered in this section shall be as shown below

**FOR A CONTRACTOR TO BE CONSIDERED RESPONSIVE THE CUT OFF  
MARK IS 70/100**

|          | <b>PARAMETER</b>                                      | <b>MAXIMUM MARKS</b> |
|----------|---|----------------------|
| <b>1</b> | Statement of Compliance to Conditions of Contract     | <b>5</b>             |
| <b>2</b> | Dully Filled, Signed and Stamped Tender Questionnaire | <b>5</b>             |

|          |  |           |
|----------|--|-----------|
| <b>3</b> | Dully Filled, Signed and Stamped Confidential Business Questionnaire   | <b>10</b> |
| <b>4</b> | <p>Provide Key personnel (Management and technical personnel)-</p> <p>- Organizational Structure (<b>5 Marks</b>)</p> <p>-Attach Copies of Academic Certificates and Curriculum Vitae of the management and technical staff i.e;</p> <p><b>1. Project Manager-</b> Degree in Civil / Structural Engineering/ Architecture or any other construction related course (<b>2Marks</b>)</p> <p><b>2. Site Agent -</b> Diploma or Higher in Building Construction/Civil Engineering/ Architecture or any other construction related course (<b>2 marks</b>)</p> <p><b>3. Foreman-</b> NCA Accredited or Diploma or Higher in Building Construction/Civil Engineering/ Architecture or any other construction related course (<b>2Marks</b>)</p> <p><b>4. Electrical Engineer-</b>Diploma or Higher in Electrical/ Electronic Engineering (<b>2Marks</b>)</p> <p><b>5. Mechanical Engineer-</b> Diploma or Higher in Mechanical Engineering (<b>2Marks</b>)</p> | <b>15</b> |

|                 |  |                  |
|-----------------|--|------------------|
| <p><b>5</b></p> | <p>Attach Copies of proof of works of completed contracts of similar nature and magnitude in the last Five (5) years</p> <p>No Completion certificates attached -<b>0 marks</b></p> <p>1NO. Copy of Completion certificate -<b>5 marks</b></p> <p>2NO. Copies of Completion certificates -<b>10 marks</b></p> <p>3NO. Copies of Completion Certificates-<b>15 marks</b></p> <p>Above 4NO and above Completion certificates-<b>20 marks</b></p> <p><b>NB: For ongoing projects attach Letter of award/ LSO's/ Form of Agreement/Payment Certificates/ recommendation letter</b></p> | <p><b>20</b></p> |
| <p><b>6</b></p> | <p>Audited Financial Report for Last 2 years MUST be Signed and Stamped by the Accredited Auditor</p>  | <p><b>10</b></p> |

|                 |  |                  |
|-----------------|--|------------------|
| <p><b>7</b></p> | <p>Evidence of Contractors <b>Relevant equipment and Tools</b> i.e Poker Vibrators, Concrete Mixer, Truck/Lorry, Excavator, Water Booser, etc</p> <ul style="list-style-type: none"> <li>- Schedule of Tools and Equipment showing ownership or leased <b>(2 Marks)</b></li> <li>- Proof of ownership</li> </ul> <p>No log books or lease agreements attached – <b>(0Marks)</b></p> <p>Attached 1NO Copy log books or lease agreements- <b>(2 marks)</b></p> <p>Attached 2NO Copies of log books or lease agreements- <b>(4 marks)</b></p> <p>Attached 3NO Copies of log books or lease agreements- <b>(6 marks)</b></p> <p>Attached 4NO Copies of log books or lease agreements- <b>(8 marks)</b></p> | <p><b>10</b></p> |
| <p><b>8</b></p> | <p>Evidence of Financial Resources</p> <p>Copy of Stamped &amp; Signed Bank statements for the last 12 months clearly indicating the current bank balance.</p> <p>Capacity to have cash flow of minimum of;</p> <p>Above 5 million shillings (15 marks)</p> <p>Between 3.5m - 4.9 million shillings ( 10marks)</p> <p>Between 2m – 3.4million ( 8Marks)</p> <p>Between 1m -1.9 million (6Marks)</p> <p>Less than 1million (4Marks)</p> <ul style="list-style-type: none"> <li>- Letter of good standing from the Bank (3 Marks)</li> <li>- Proof of Access to Credit Facility - Bank Overdraft (2 Marks)</li> </ul>  | <p><b>15</b></p> |

|           |  |            |
|-----------|--|------------|
| <b>9</b>  | Works Programme showing the timelines clearly<br>(Should demonstrate understanding of the scope of works and other general requirements) | <b>8</b>   |
| <b>10</b> | Provide Name, Address and Telephone of your<br><br>Bankers   | <b>2</b>   |
|           | <b>TOTAL</b>   | <b>100</b> |

**NB. Bidders who attains the minimum marks (70 Marks) and above will be considered responsive and will be subjected to Financial Evaluation**

### **STAGE 3 - FINANCIAL EVALUATION**

All Responsive Bidders will be subjected to Financial Evaluation in the following fields: -

1. Relativity of the tender as compared to the estimate.
2. Reasonableness of the rates
3. Economics of the rates as compared to estimate and the prevailing market conditions.
4. Consistency of rates for similar items throughout the Bills of Quantities.
5. Comparative cost analysis for major items/elements of work with respect to estimate.
6. Possible front-loading of bill items.
7. Checking of errors

**NOTE:**

**THE LOWEST EVALUATED BIDDER WHO IS SUBSTANTIALLY RESPONSIVE AFTER THE THREE STAGES WILL BE RECOMMENDED FOR AWARD**

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

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

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

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

**A Sub-contractor** is a person or corporate body who has a contract with the contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

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

**A variation** is an instruction given by the Employer's Representative which varies the Works.

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

## **2 Contract Documents**

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

- (1) Agreement,
- (2) Letter of Acceptance,
- (3) Contractor's Tender,
- (4) Specifications
- (5) Drawings,
- (6) Bill of Quantities.

## **3. Employer's Representatives Decisions**

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

#### **4. Works, Language and Law of Contract**

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

#### **5. Safety, Temporary works and Discoveries**

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

#### **6. Work Program and Sub-contracting**

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



## **7. The Site**

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

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

## **8. Instructions**

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

## **9. Extension of Completion Date**

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

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

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representatives instructions issued under these conditions or

## **10. Management Meetings**

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

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

## **11. Defects**

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

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

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

## **12. Bills of Quantities**

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

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

## **13. Variations**

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

13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

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

#### **14. Payment Certificates and Final Account**

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

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

14.3 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

#### **15. Insurance**

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

#### **16. Liquidated Damages**

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

## **17. Completion and Taking Over**

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

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

## **18. Termination**

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

- (a) the Contractor stops Work for 60 days continuously without reasonable cause or authority from the Employer's Representative;
- (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as soon as reasonably possible. The Employer's Representative shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

**19. Payment Upon Termination**

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

**20. Corrupt Gifts and Payments of Commission**

20.1 The Contractor shall not;

- (a) offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forbore to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.
- (b) any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or
- (c) without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

**21. Settlement of Disputes**

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

## SECTION NO. 3

### APPENDIX TO CONDITIONS OF CONTRACT

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

The employer is:

**Name: THE CHIEF OFFICE  
DEPARTMENT OF ROADS  
WAJIR COUNTY**

Address: **P O BOX .....**

Telephone: .....

The Project Manager is:

**Name: THE COUNTY WORKS OFFICER  
DEPARTMENT OF PUBLIC WORKS & HOUSING  
WAJIR COUNTY**

Address: **P O BOX ..... WAJIR**

Telephone:

The name (and identification number) of the Contract is; **PROPOSED  
CONSTRUCTION OF OFFICE BLOCK FOR ROADS  
DEPARTMENT, WAJIR**

The Works consist of **CONSTRUCTION OF AN OFFICE BLOCK**

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

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

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

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

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

The site is located .....

The Defects Liability period is 180 days

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



The period between program updates is \_\_\_\_\_ **14** \_\_\_\_\_ days.

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

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

The performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price .....**5**..... percent (%)

The Completion Period for the Works is **16** (weeks)

The Bidder should submit **ONLY ONE (1 NO.) ORIGINAL COPY** of the Bills of Quantities and not Two (2No.) as indicated in clause 4.1 of the Instructions to Tenderers.

**DRAWINGS ( Attached )**

DRAWINGS

## **STANDARD FORMS**

### STANDARD FORMS

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

## FORM OF TENDER

TO: \_\_\_\_\_ (Name of Employer) \_\_\_\_\_ (Date)  
 \_\_\_\_\_ (Name of Contract)

Dear Sir,

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

Kenya Shillings \_\_\_\_\_  
 \_\_\_\_\_ (Amount in words)

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

Duly authorized to sign tenders for and on behalf of

\_\_\_\_\_ (Name of Contractor)

Of \_\_\_\_\_ (Address of Contractor)

Witness, Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**FORM OF AGREEMENT**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Between \_\_\_\_\_ of (or whose registered office is situated at) \_\_\_\_\_  
 \_\_\_\_\_ (hereinafter called the Employer) of the other part AND  
 \_\_\_\_\_ ( of ( or whose registered office is situated at)

\_\_\_\_\_ (hereinafter called the Contractor) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

\_\_\_\_\_ (Name and identification number of Contract) (hereinafter called the works) located at \_\_\_\_\_  
 \_\_\_\_\_ (place/location of the works) and the execution and completion of such works and the remedying of any defects therein for the Contract  
 Price of Kshs. \_\_\_\_\_ (amount in figures), Kenya Shillings  
 \_\_\_\_\_ labour only (amount in words)

*NOW THIS AGREEMENT WITNESSETH* as follows:

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

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

The common Seal of \_\_\_\_\_

Was hereunto affixed in the presence of

\_\_\_\_\_  
Signed sealed, and Delivered by the said

\_\_\_\_\_  
Binding Signature of Employer

\_\_\_\_\_  
Binding Signature of the Contractor

In the presence of (i) Name \_\_\_\_\_  
Address \_\_\_\_\_  
Signature \_\_\_\_\_

(ii) Name \_\_\_\_\_  
Address \_\_\_\_\_  
Signature \_\_\_\_\_

**FORM OF TENDER SECURITY**

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

.....(name of contract)

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

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

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

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

THE CONDITIONS of this obligation are:

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

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

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

\_\_\_\_\_

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(signature of the Bank)

\_\_\_\_\_

\_\_\_\_\_  
(witness)

\_\_\_\_\_  
(seal)

**PERFORMANCE BANK GUARANTEE**

TO: \_\_\_\_\_ (Name of Employer) \_\_\_\_\_ (Date)  
\_\_\_\_\_ (Address of Employer)

Dear Sir,  
WHEREAS \_\_\_\_\_ (hereinafter called the Contractor) has undertaken, in  
pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute  
\_\_\_\_\_ (hereinafter called the works);

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR

\_\_\_\_\_

Name of Bank \_\_\_\_\_  
Address \_\_\_\_\_  
Date \_\_\_\_\_



**BANK GUARANTEE FOR ADVANCE PAYMENT**

To: \_\_\_\_\_ (name of Employer) \_\_\_\_\_ (Date)  
 \_\_\_\_\_ (address of Employer)

Gentleman,

Ref: \_\_\_\_\_ (name of Contract)

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

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

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

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

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

Yours faithfully,

Signature and Seal \_\_\_\_\_

Name of the Bank or financial institution \_\_\_\_\_

Address \_\_\_\_\_

Witness: Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures
  - 1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate)
 

Place of registration: \_\_\_\_\_

 Principal place of Business: \_\_\_\_\_
  - 1.2 Total annual volume of construction work performed in the last five years.
 

| Year | Volume<br>Currency | Value |
|------|--------------------|-------|
|      |                    |       |
|      |                    |       |
|      |                    |       |
|      |                    |       |
  - 1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.
 

| Project name<br>Contract | of client and contact person | Type of work performed and year of<br>completion Value of |
|--------------------------|------------------------------|---|
| _____                    | _____                        | _____   |
| _____                    | _____                        | _____   |
| _____                    | _____                        | _____   |
  - 1.4 Major items of Contractor #s Equipment proposed for carrying out the Works. List all information requested below. Refer also to clause 1.7 (c) of the Instructions to Tenderers.
 

| Item of Equipment<br>number available | Description, Make and age (years)<br>Owned, leased (from whom?), or to be purchased (from whom?) | Condition (new, good, poor) and<br>Year of completion |
|---------------------------------------|--|---|
| _____                                 | _____  | _____   |
| _____                                 | _____  | _____   |
| _____                                 | _____  | _____   |
  - 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data. Refer also to clause 1.5 (e) of the Instructions to Tenderers and Clause 9.1 of the Conditions of Contract.
 

| Position Name   | Years of experience (general) | Years of experience in proposed position |
|-----------------|-------------------------------|--|
| Project Manager | _____                         | _____ (etc)                              |
| _____           | _____                         | _____                                    |
| _____           | _____                         | _____                                    |
  - 1.6 Proposed subcontracts and firms involved. Refer to Clause 7.1 of the conditions of Contract.
 

| Section of the works | Value of subcontract | Subcontractor (name and address) | Experience in similar work |
|----------------------|----------------------|----------------------------------|----------------------------|
| _____                | _____                | _____                            | _____ (etc)                |
| _____                | _____                | _____                            | _____                      |
| _____                | _____                | _____                            | _____                      |
  - 1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditor#s report, etc. List below and attach copies.
 

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

2. Joint Ventures

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

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

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

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

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

**TENDER QUESTIONNAIRE**

1. Full names of tenderer

.....

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

.....

3. Telephone number (s) of tenderer

.....

4. Telex address of tenderer

.....

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

.....

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

.....

.....

\_\_\_\_\_  
Signature of Tenderer

Make copy and deliver to: \_\_\_\_\_  
(Name of Employer)

## CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

### **Part 1 – General**

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

### **Part 2 (a) – Sole Proprietor**

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

### **Part 2(b) – Partnership**

Give details of partners as follows:

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

### **Part 2 (c) – Registered Company**

Private or public.....

State the nominal and issued capital of the company -

Nominal Kshs.....

Issued Kshs.....

Give details of all the director as follows:

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

**Part 2(d) – Interest in the Firm:**

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

I certify that the above information is correct.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

Attach proof of citizenship

**DETAILS OF SUB-CONTRACTORS**

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

Failure to comply with this requirement may invalidate the tender.

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

\_\_\_\_\_  
(Signature of Tenderer)

\_\_\_\_\_  
Date

**CERTIFICATE OF BIDDER'S VISIT TO SITE**

*This is to certify that*

[Name/s].....

.....

*Being the authorized representative/Agent of [Name of bidder]*

.....

.....

*participated in the organised inspection visit of the site of the works for the*

**PROPOSED CONSTRUCTION OF OFFICE BLOCK FOR DEPT. OF ROADS, WAJIR**

*held on.....day of.....20.....*

*Signed.....*

*(Employer's Representative)*

.....

.....  
*(Name of Employer's Representative)*

.....  
*(Designation)*

*NOTE: This form is to be completed at the time of the organized site visit.*



**SECTION NO.3****SPECIFICATIONS AND PRICING NOTES****SPECIFICATIONS AND PRICING NOTES**

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

**GENERAL ITEMS****Materials Generally****A.1**

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

**A.2 Material for which there is a Kenya Bureau of Standard Specification**

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

**A.3 Materials for which there is no Kenya Bureau of Standards specification**

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

## **EXCAVATION AND EARTHWORK**

### **B.1 Site Clearance**

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

### **B.2 Nature of the Soil**

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

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

### **B.3 Foundation Excavations**

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

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

### **B.4 Surplus Soil Disposal**

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

### **B.5 Top Soil for Spreading**

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

### **B.6 Filling under Surface Beds in Buildings**

#### **i) Murrum fillings**

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

**i) Hardcore filling**

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

**B.7 Anti-termite treatment**

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

**B.8 Polythene Sheeting**

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

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

**B.9 Existing Services**

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

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

**B.10 Protection**

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

## CONCRETEWORK

### C. 1 **Codes of Practice**

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

### C.2 **Supervision**

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

### C. 3 **Cement**

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

### C. 4 **Aggregate**

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

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

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

### C. 5 **Water**

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

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

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

**C. 7 Cement**

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

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

|                       |       |       |
|-----------------------|-------|-------|
| Class of concrete     | 15    | 10    |
| Nominal mix by volume | 1:3:6 | 1:4:8 |

|   |      |      |
|---|------|------|
| Cubic metres of fine aggregate<br>Per 50kg. bag of cement | 0.12 | 0.16 |
|---|------|------|

|  |      |      |
|--|------|------|
| Cubic metres of coarse aggregate<br>Per 50kg bag of cement | 0.24 | 0.32 |
|--|------|------|

Max. size of coarse aggregate 40mm\* 40mm\*

\*or 20mm for blinding concrete where described.

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

**C. 8 Construction Joints**

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

**C.9 Faulty Concrete**

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

**C.10 Steel reinforcement**

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

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

**C.11 Fabric Reinforcement**

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

**C. 12 Fixing Steel Reinforcement**

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

**C. 13 Formwork**

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

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

## WALLING

### **MATERIALS**

#### **D. 1 Cement**

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

#### **D. 2 Lime**

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

#### **D. 3 Sand**

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

#### **D.4 Water**

Shall be as described in Concrete work.

#### **D. 5 Stone**

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

#### **D. 6 Reinforced walls**

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

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

#### **D. 7 Wall Ties**

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

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

**D. 8 Fair Face**

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

**D. 9 Pointing**

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

**GLAZING**

**MATERIALS**

**E. 1 General**

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

**E. 2 Standards**

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

**E. 3 Clear sheet glass etc.**

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

**E. 5 Obscured Glass**

To be of type described and as approved Architect.

**E. 6 Putty**

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

**Workmanship**

**E.7 General**

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



**METAL WORK****MATERIALS****F. 1 Generally**

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

**F. 2 Mild Steel**

Mild steel shall comply with B.S 15

**F. 3 Hollow Section Tubing**

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

**F. 4 Bolts, Nuts and Washers**

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

**F. 5 Galvanized Sheet Steel**

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

**F. 6 Stainless Steel**

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

**F. 7 Steel Grills**

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

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

## **WORKMANSHIP**

### **F. 8 Welding**

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

### **F.9 Painting**

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

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

### **F.10 Fixing of Steel Grilles**

Fixing of metal grilles shall include for assembling and fixing, including screwing to sub-frames or cutting mortices for lugs in concrete or walling and running with cement mortar 9:1:4), bedding frames in similar mortar, pointing in mastic, bedding sills, transoms and mullions in mastic, making good finishing around both sides and fixing, and adjusting all fittings and frames.

## **FLOOR, WALL AND CEILING FINISHINGS**

### **PLASTERWORK**

#### **G.1 Generally**

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

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

#### **G. 2 Cement**

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

#### **G.3 Lime**

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

#### **G.4 Sands**

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

#### **G.5 Water**

Water shall be clean and kept free from all impurities.

**G. 6      Mixing of materials**

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

**G. 7      Period between coats**

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

**G.8      Surfaces of bed and backings**

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

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

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

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

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

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

**G. 9      Preparation of surfaces**

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

**PAINING AND DECORATING**

**MATERIALS**

**MATERIALS**

**H. 1 Colour range**

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

**H. 2 Approval of brands**

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

**H.3 Quality of Products**

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

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

**H. 5 Some makers materials used for coating**

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

**H. 8 Remedying defects due to defective materials**

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

**H. 15 Emulsion paint**

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

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

**H. 16 Black Bituminous paint**

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

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

Primer for iron and steelwork shall be: -

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

**H. 25 Primer for woodwork**

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

**H. 26 Oil paints**

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

**H. 27 Polyurethane lacquer**

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

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

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

**H. 35 Iron and steel**

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

**H.37 Hardwood**

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

**H. 38 Fibreboard**

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

**H. 39 Plywood**

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

**H. 40 Woodwork to be painted**

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

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

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

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

**Workmanship****H. 42 Standard of workmanship**

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

**H.43 Stirring of materials**

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

**H. 44 Manufacturers instructions**

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

**H. 45 Brush work**

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

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



| ITEM NO. |  | Amount Kshs. |
|----------|--|--------------|
| A        | SCOPE OF CONTRACT  |              |
|          | The works to be carried out under this contract comprise <b>CONSTRUCTION OF OFFICE BLOCK FOR ROADS DEPT. WAJIR</b>   |              |
|          | DESCRIPTION OF THE WORKS   |              |
| B        | <b>CONSTRUCTION AND COMMISSIONING</b> ,ASSOCIATED SERVICES   |              |
| C        | FLOOR AREA   |              |
|          | The approximate gross total gross area is 260 square metres .It is given without warranty but for guidance only.   |              |
| D        | MEASUREMENTS   |              |
|          | In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract document shall immediately be referred to the Project Manager. |              |
| E        | LOCATION OF SITE   |              |
|          | The site for works is located within Wajir Town within the Public Works Compound, <b>WAJIR COUNTY</b>  |              |
|          | The tenderer shall be deemed to have visited the site and familiarized himself with all site conditions prior to submission of tenders.  |              |
|          | No claims arising from the tenderers failure to do so will be entertained.   |              |
|          | KSHS   |              |

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| <p><i>ITEM NO.</i></p> <p><b>A EXISTING BUILDING SERVICES</b></p> <p>Special precautions shall be required throughout the contract period to avoid damage to the existing cables, drains and other services.</p> <p>The contractor shall allow for making good any damage arising from his actions during execution of this contract at his own expense.</p> <p><b>B GENERAL</b></p> <p>The contractor is referred to the General Specifications for Building Works 1976 Edition Pages B1 – B2 inclusive and must allow for all costs in complying with these clauses.</p> <p><b>C CONTRACT COMPLETION PERIOD</b></p> <p>The contract completion period in accordance with condition 31 of the conditions of contract must be strictly adhered to.</p> <p>The PROJECT MANAGER shall strictly monitor the Contractors progress in relation to the progress chart and should it be found necessary, the PROJECT MANAGER shall inform the Contractor in writing that his actual performance on site is not satisfactory.</p> <p>In all such cases, the Contractor shall accelerate his rate of performance, production and progress by all means such as additional labour, plant etc., and working overtime all at his cost.</p> <p><b>D WORKING CONDITIONS</b></p> <p>The Contractor shall allow in his rates for any interference that he may encounter in the course of execution of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed.</p> | <p style="text-align: right;">KSHS</p> <p>Section No. 1<br/>Bill No. 1<br/>PARTICULAR MATTERS</p> |  |  |
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| ITEM NO.   |   | Amount Kshs. |  |
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| A  | <p><b>SIGN BOARD</b></p> <p>Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.</p>                                   |              |  |
| B  | <p><b>LABOUR CAMPS</b></p> <p>The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.</p>   | - NIL        |  |
| C  | <p><b>MATERIALS FROM DEMOLITIONS</b></p> <p>Any materials arising from demolitions and not re-used shall become the property of the government. The Contractor shall allow in his rates the cost of assembling and keeping them in the office yard.</p> |              |  |
| D  | <p><b>PRICING RATES</b></p> <p>The tender shall include for all costs in executing the whole of the Works, including transport, replacing damaged items, fixing all to comply with the said Conditions of Contract.</p>                                 |              |  |
| <p>Section No. 1<br/>Bill No. 1<br/>PARTICULAR MATTERS</p> |   | KSHS         |  |
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| ITEM<br>NO. |   | Amount<br>Kshs.   |  |
|-------------|---|---|--|
| A           | <b>PARTICULAR INSERTIONS TO BE MADE IN APPENDIX TO CONTRACTOR AGREEMENT</b> |   |  |
|             | 1. Period of Final measurements   | 3Months from practical completion   |  |
|             | 2. Defects liability period   | 6 Months from practical completion  |  |
|             | 3. Date of possession   | To be agreed with Project Manager   |  |
|             | 4. Date of completion   | 16 weeks after Commencement   |  |
|             | 5. Liquidated and Ascertained Damages                                       | At the rate of Kshs.10, 000 per week or part thereof                                    |  |
|             | 6. Period of issuing interim certificates                                   | Monthly   |  |
|             | 7. Period of honouring certificates   | Thirty (30) days  |  |
|             | 8. Percentage certified value retained                                      | 10%   |  |
|             | 9. Limit of Retention Fund  | 5% of contract sum  |  |
|             | 10. Bonds   | The bonds required shall be from Approved Banking institutions And insurance firms only |  |
|             |   | KSHS  |  |
|             | Section No. 1<br>Bill No. 1<br>PARTICULAR MATTERS                           |   |  |

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|  | <p>Section No. 1</p> <p>Bill No. 1</p> <p>PARTICULAR MATTERS</p> <p><b><u>COLLECTION</u></b></p> <p>Total Brought Forward from Page No.</p> | <p><i>Amount<br/>Kshs.</i></p> |  |
|  |   | -55-                           |  |
|  |   | -56-                           |  |
|  |   | -57-                           |  |
|  |   | -58-                           |  |
|  |   | -59-                           |  |
|  | Carried forward to Summary of Section No. 1 KSHS  |                                |  |
|  | <p>Section No. 1</p> <p>Bill No. 1</p> <p>PARTICULAR MATTERS</p>  |                                |  |



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|--|---|--|--|
| <p>ITEM NO.</p> <p>A</p> <p>B</p> <p>C</p> <p>D</p> <p>E</p> <p>Section No. 1</p> <p>Bill No. 2</p> <p>GENERAL MATTERS</p> | <p><b>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</b></p> <p>Attendance; clause B19 (a) of the Standard Method of Measurement is deleted and the following clause is substituted: -</p> <p>Attendance on nominated sub-contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings an the like necessary for the execution and testing of sub-contractors' work and being responsible for the accuracy of the same.</p> <p>Fix only: -<br/> "Fix Only" shall mean take delivery at nearest railway station (unless otherwise stated), pay all demurrage charges, load and transport to site where necessary unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.</p> <p>The <b>Employer</b> is:<br/> <b>CHIEF OFFICER, DEPARTMENT OF ROADS</b></p> <p><b>PROJECT MANAGER</b><br/> The term "P.M" wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in condition 1 of the conditions of Contract or such person or persons as may be duly authorized to represent him on behalf of the Government.</p> <p><b>ARCHITECT</b><br/> The term "Architect" shall be deemed to mean "The P.M. as defined above whose address unless other wise notified is County Works Officer, P.O. Box 87 , MAKUENI</p> <p><b>QUANTITY SURVEYOR</b><br/> The term "Quantity Surveyor" shall be deemed to mean "The P.M" as defined above whose address unless otherwise notified is County Works Officer, P.O. Box ..... WAJIR</p> <p style="text-align: right;">KSHS</p> |  |  |
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| <p><b>ITEM NO.</b></p> | <p><b>A ELECTRICAL ENGINEER</b></p> <p>The term “Electrical Engineer” shall be deemed to mean “The P.M.” as defined above whose address unless otherwise notified is County Works Officer, P.O. Box ..... WAJIR</p> <p><b>B MECHANICAL ENGINEER</b></p> <p>The term “Mechanical Engineer” shall be deemed to mean “The P.M.” as defined above whose address unless otherwise notified is County Works Officer, P.O. Box ..... WAJIR</p> <p><b>C STRUCTURAL ENGINEER</b></p> <p>The term “Structural Engineer” shall be deemed to mean “The P.M.” as defined above whose address unless otherwise notified is County Works Officer, P.O. Box .... WAJIR</p> <p><b>D FORM OF CONTRACT</b></p> <p>The form of Contract shall be as stipulated in the Republic of Kenya’s Standard Tender Document for Procurement of building Works (2000 Edition) included herein. The Conditions of Contract are also included herein.</p> <p><b>E CONDITIONS OF CONTRACT</b></p> <p>These are numbered from 1 to 21 as set out in pages 15 to 25 of these tender documents. Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities.</p> <p><b>F BOND</b></p> <p>The Contractor shall find and submit on the Form of Tender and approved bank and who will be willing to be bound the Government in an amount equal to Five percent (5%) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the PROJECT MANGER and who will when and if called upon, sign a bond to that effect on the relevant standard form included herein. (Without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Government, the Contractors shall furnish within seven days another surety to the approval of the Government.</p> |      |  |
|                        |   | KSHS |  |
|                        | <p>Section No. 1<br/>Bill No. 2</p>   |      |  |
|                        | <p><b>GENERAL MATTERS</b></p>   |      |  |



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

| ITEM NO. |   | Amount Kshs. |  |
|----------|---|--------------|--|
| A        | <p data-bbox="313 243 444 275"><b>SAMPLES</b></p> <p data-bbox="313 306 1247 653">The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the ministry of Roads, Housing and Public Works.</p> <p data-bbox="313 684 1252 810">The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER. The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.</p>  | -            |  |
| B        | <p data-bbox="313 842 1045 873"><b>GOVERNMENT ACTS REGARDING WORK PEOPLE ETC.</b></p> <p data-bbox="313 905 1243 1125">Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provision of the Factory Act 1950 and his tender must include for al costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health an welfare of the workpeople.</p> <p data-bbox="313 1157 1243 1409">The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc. it is most important that the contractor, before tendering, shall obtain form the relevant Authority the fullest information regarding all such and regulations an/or restrictions which may affect the organization of the works, supply and control of labour, etc, and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.</p> |              |  |
| C        | <p data-bbox="313 1440 680 1472"><b>SECURITY OF WORKS ETC.</b></p> <p data-bbox="313 1503 1252 1661">The Contractor shall be entirely responsible for the security of all the works stores materials, plant, personnel, etc, both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.</p>  |              |  |
|          | <p data-bbox="313 1724 586 1818">Section No. 1<br/>Bill No. 2<br/><b>GENERAL MATTERS</b></p>  | KSHS         |  |

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

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| <p>ITEM NO.</p> | <p>A OFFICE ETC. FOR THE PROJECT MANAGER<br/> The Contractor shall provide, erect and maintain where directed on site an afterwards dismantle the site office of the type approved by the Project Manager, complete with Furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock – up type water or bucket closet for the solo use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government of Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the “PROJECT MANAGER” a modern and accurate level together with leveling staff, ranging rods and 50 metre metallic or linen tape.</p> <p>B WATER AND ELECTRICITY SUPPLY FOR THE WORKS<br/> The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required as this own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER. The contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the contractor must make his own arrangements for augmenting this supply at his own cost. Nominated sub-contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.</p> <p>C SANITATION OF THE WORKS<br/> The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER.</p> <p>D SUPERVISION AND WORKING HOURS<br/> The works shall be executed under the direction and the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the contractor and sub-contractors or other places where works is being prepared for the contract.</p> |  |  |
|                 | <p style="text-align: right;">KSHS</p> <p>Section No. 1<br/> Bill No. 2<br/> GENERAL MATTERS</p>   |  |  |
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| <p>ITEM NO.</p>   | <p>A PROVISIONAL SUMS<br/>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (i) of the Standard Method of Measurement mentioned in Condition No. 16 of the condition of Contract. Such sums are net and no addition shall be made to them for profit.</p> <p>B PRIME COST (OR P.C) SUMS<br/>The term "Prime Cost Sum" or "P. C Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods as stated in condition No. 20 of the Conditions of Contract are described herein as nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as nominated Suppliers.</p> <p>C PROGRESS CHART<br/>The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a progress chart of the whole of the works including the works of Nominated Sub-Contractors; one copy and be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress can be recorded and chart to be amended as necessary as the work proceeds.</p> <p>D ADJUSTMENT OF P.C. SUMS<br/>In the final account all P.C sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of the m added to the Contract Sum. The contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. In terms of profit upon P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them.</p> <p>Should the contractor be permitted to tender and his tender be accepted of any work for which a P.C Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p> |      |  |
|   |  | KSHS |  |
| <p>Section No. 1<br/>Bill No. 2<br/>GENERAL MATTERS</p> |  |      |  |

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

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

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



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



| Bill No.      | <b><u>SECTION SUMMARY - PRELIMINARIES</u></b> | Page No. |      | Amount Kshs. |
|---------------|---|----------|------|--------------|
| 1             | PARTICULAR MATTERS                            | -60-     |      |              |
| 2             | GENERAL MATTERS                               | -73-     |      |              |
| Section No. 1 | <b>Carried to Grand Summary</b>               |          | KSHS |              |

| APPENDIX TO THE GENERAL CONDITIONS |   |        |  |
|------------------------------------|---|--------|--|
|                                    |   | Clause |  |
| <b>A</b>                           | Bid Validity  |        | 60 Days  |
| <b>B</b>                           | Master Programme Submission Date  |        | Seven Days after Site Possession   |
| <b>C</b>                           | Defects Liability Period  |        | 6 months from practical completion   |
| <b>D</b>                           | Insurance cover against injury to persons and property (Contractors all risk) |        | Kshs 5,000,000   |
| <b>E</b>                           | Date for Site Possession  |        | Seven days after letter of award   |
| <b>F</b>                           | Liquidated and ascertained damages  |        | At the rate of Kshs 10,000 per week or part thereof  |
| <b>G</b>                           | Date of commencement of works   |        | 10 Days after site possession  |
| <b>H</b>                           | Completion Date/ Contract Period  |        | < 16 weeks   |
| <b>L</b>                           | Interval for application of payment certificates                              |        | 4 weeks  |
| <b>J</b>                           | Minimum amount of payment certificate   |        | kshs 500,000.00  |
| <b>K</b>                           | Percentage of certified value retained  |        | 10% and thereafter 5% during the defects liability period  |
| <b>L</b>                           | Limit of retention fund   |        | To be inserted as sum equivalent to 5% of the contract sum   |
| <b>M</b>                           | Period of final measurement and valuation                                     |        | 6 Months from certified practical completion   |
| <b>N</b>                           | Defects liability period  |        | 6 Months from Certified Practical Completion of the Works  |
| <b>O</b>                           | Performance Bond  |        | 5 % of Contract Amount   |
| <b>P</b>                           | Fluctuations  |        | The Contract shall be at fixed prices which shall not be revised. Contractor to allow in his tender for any increase in the cost of labour and/or material for any reason whatsoever during the currency of the Contract |
| <b>Q</b>                           | Bid bond  |        | kshs 200,0000.00   |

**BILLS OF QUANTITIES FOR  
THE  
CONSTRUCTION OF OFFICE BLOCK  
AT  
ROADS DEPT. WAJIR**

PROPOSED OFFICE BLOCK FOR ROADS DEPT., WAJIR

| ITEM     | DESCRIPTION  | QTY | UNIT | RATE | AMOUNT |
|----------|--|-----|------|------|--------|
|          | <b><u>PROPOSED ROADS DEPT. OFFICE BLOCK</u></b>  |     |      |      |        |
|          | <b><u>ELEMENT NO.1</u></b>   |     |      |      |        |
|          | <b><u>SUBSTRUCTURES</u></b><br>(ALL PROVISIONAL)   |     |      |      |        |
|          | <b>Site clearance</b>  |     |      |      |        |
| <b>A</b> | Clear site of works of shrubs, bush and small trees, grub up roots and burn debris   | 287 | SM   |      |        |
| <b>B</b> | Destroy termite nests within site of works, take out and destroy queens, impregnate holes and tunnels with insecticide and fill voids with approved material |     | ITEM |      |        |
| <b>C</b> | Excavate to remove top soil and load, wheel and deposit where directed, average depth 200mm  | 287 | SM   |      |        |
|          | <b><u>Earthworks</u></b>   |     |      |      |        |
| <b>D</b> | Excavate for foundations commencing at reduced level n.e. 1.5m deep  | 79  | CM   |      |        |
| <b>E</b> | Extra over for excavating in soft rock   | 10  | CM   |      |        |
|          | <b>Disposal</b>  |     |      |      |        |
| <b>F</b> | Backfilling around foundations   | 36  | CM   |      |        |
|          | <b>Total Carried to Collection</b>   |     |      |      |        |

PROPOSED OFFICE BLOCK FOR ROADS DEPT., WAJIR

| ITEM     | DESCRIPTION   | QTY | UNIT | RATE | AMOUNT |
|----------|---|-----|------|------|--------|
| <b>A</b> | Load and cart away surplus spoil to approved dump site  | 53  | CM   |      |        |
|          | <b>Imported filling</b>   |     |      |      |        |
| <b>B</b> | Approved hardcore filling to make up levels   | 129 | CM   |      |        |
| <b>C</b> | Compact surface of existing hardcore and blind with murrum to receive concrete  | 261 | SM   |      |        |
|          | <b>Damp proof membrane</b>  |     |      |      |        |
| <b>D</b> | 500 gauge polythene laid under surface beds   | 261 | SM   |      |        |
|          | <b>Anti-termite treatment</b>   |     |      |      |        |
| <b>E</b> | Chemical anti-termite treatment executed by an approved specialist under a ten year guarantee to surfaces of hardcore, etc. | 261 | SM   |      |        |
|          | <b>Plain concrete 1:4:8</b>   |     |      |      |        |
| <b>F</b> | Blinding under foundations and bases, thickness 50mm.   | 66  | SM   |      |        |
|          | <b>Vibrated reinforced concrete class 20</b>  |     |      |      |        |
| <b>G</b> | Foundation  | 13  | CM   |      |        |
| <b>H</b> | Beds, thickness 150mm   | 261 | SM   |      |        |
|          | <b>Total Carried to Collection</b>  |     |      |      |        |

| ITEM     | DESCRIPTION   | QTY | UNIT | RATE | AMOUNT |
|----------|---|-----|------|------|--------|
|          | <b>Reinforcement (all provisional)</b>  |     |      |      |        |
|          | <b>High yield deformed steel bar reinforcement to BS4461</b>  |     |      |      |        |
| <b>A</b> | 12mm diameter   | 390 | Kg   |      |        |
| <b>B</b> | 10mm diameter   | 520 | Kg   |      |        |
| <b>C</b> | 8mm diameter  | 351 | Kg   |      |        |
|          | <b>Mild steel bar reinforcement to BS4449</b>   |     |      |      |        |
| <b>D</b> | 8mm diameter  | 260 | Kg   |      |        |
|          | <b>Steel mesh fabric reinforcement to BS 4483</b>   |     |      |      |        |
| <b>E</b> | Layer of mesh fabric reinforcement laid in slab or bed with 200mm side and end laps (measured net- no allowance made for laps) Ref: A142 weighing 2.22kg per square metre | 261 | SM   |      |        |
|          | <b>Formwork</b>   |     |      |      |        |
| <b>F</b> | Sides of foundations, bases, etc  | 61  | SM   |      |        |
| <b>G</b> | Sides of columns  | 15  | SM   |      |        |
|          | <b>Total Carried to Collection</b>  |     |      |      |        |



| ITEM     | DESCRIPTION   | QTY | UNIT | RATE | AMOUNT |
|----------|---|-----|------|------|--------|
|          | <b>Load bearing natural stone rough dressed Stone walling in cement and sand mortar (1:3)</b>                       |     |      |      |        |
| <b>A</b> | Walling thickness 200mm   | 77  | SM   |      |        |
| <b>B</b> | 20 gauge hoop iron ties 25mm wide and 450mm girth cast into concrete one end and built into mortar joint of walling | 200 | No.  |      |        |
|          | <b>Bituminous felt damp proof courses laid on and including levelling screed of cement mortar</b>                   |     |      |      |        |
| <b>C</b> | In walling, width 200mm   | 102 | LM   |      |        |
|          | <b>Cement and sand (1:4) rendering</b>  |     |      |      |        |
| <b>D</b> | Rendering to concrete surfaces finished with a steel float, thickness 20mm  | 24  | SM   |      |        |
|          | <b>Prepare and apply three coats bituminous paint</b>   |     |      |      |        |
| <b>E</b> | Rendered surfaces externally  | 24  | SM   |      |        |
|          | <b>Total Carried to Collection Below</b>  |     |      |      |        |
|          | <b>Collection</b>   |     |      |      |        |
|          | Brought forward from page OB/1  |     |      |      |        |
|          | Brought forward from page OB/2  |     |      |      |        |
|          | Brought forward from page OB/3  |     |      |      |        |
|          | Brought down from above   |     |      |      |        |
|          | <b>Total of Element 01 Carried to Summary</b>   |     |      |      |        |

| ITEM | DESCRIPTION  | QTY  | UNIT | RATE | AMOUNT |
|------|--|------|------|------|--------|
|      | <b><u>ELEMENT NO. 2</u></b>  |      |      |      |        |
|      | <b><u>R.C. SUPERSTRUCTURE</u></b>                                    |      |      |      |        |
|      | <b><u>Vibrated reinforced concrete class 20</u></b>                  |      |      |      |        |
| A    | Beams  | 9    | CM   |      |        |
| B    | Columns  | 4    | CM   |      |        |
| C    | 150mm thick suspended slab   | 261  | SM   |      |        |
| D    | Staircase  | 4    | CM   |      |        |
|      | <b><u>Reinforcement</u></b>  |      |      |      |        |
|      | <b><u>High yield deformed steel bar reinforcement to BS 4461</u></b> |      |      |      |        |
| E    | 12mm diameter  | 2934 | Kg   |      |        |
| F    | 10mm diameter  | 2347 | Kg   |      |        |
| G    | 8mm diameter   | 2582 | Kg   |      |        |
|      | <b><u>Mild steel reinforcement to BS4449</u></b>                     |      |      |      |        |
| H    | 8mm diameter   | 1549 | Kg   |      |        |
|      | <b><u>Formwork</u></b>   |      |      |      |        |
| I    | Sides and soffits of beams   | 102  | SM   |      |        |
| J    | Sides of columns   | 14   | SM   |      |        |
| L    | Soffites of suspended slabs  | 261  | SM   |      |        |
|      | <b>Total of Element 02 Carried to Summary</b>                        |      |      |      |        |

| ITEM | DESCRIPTION   | QTY | UNIT | RATE | AMOUNT |
|------|---|-----|------|------|--------|
|      | <b><u>ELEMENT NO. 3</u></b>   |     |      |      |        |
|      | <b><u>SUPERSTRUCTURE WALLING</u></b>  |     |      |      |        |
|      | <b><u>EXTERNALLY</u></b>  |     |      |      |        |
|      | <b><u>Approved load bearing fine chiselled, zero joint, dressed and rubbed stone walling in cement and sand mortar</u></b>  |     |      |      |        |
| A    | Walling, thickness 200mm  | 223 | SM   |      |        |
| B    | Extra for masonry stone pier column size 300 x 300mm  | 14  | LM   |      |        |
|      | <b><u>INTERNALLY</u></b>  |     |      |      |        |
|      | <b><u>Approved load bearing fine chiselled, zero joint, dressed and rubbed stone walling in cement and sand mortar</u></b>  |     |      |      |        |
| C    | Walling, thickness 200mm  | 44  | SM   |      |        |
|      | <b><u>The following in partitioning, consisting of MDF board to a height of 1.5M above finished floor level, and frosted glass from 1.5M to 2.8M above finished floor level, framed vertically and horizontally with anodised aluminium frame in 100 x 50mm sections, ends built into walls and floors in:-</u></b> |     |      |      |        |
|      | <b><u>MDF Partitioning</u></b>  |     |      |      |        |
| D    | Supply and build into aluminium frame; Partition consisting 25mm thick Medium Density Fibre Board veneered; to overall height 1.5M above floor level; including making good disturbed surfaces  | 131 | SM   |      |        |
|      | <b><u>Frosted Glass</u></b>   |     |      |      |        |
| E    | Supply and build into aluminium frame; 6mm thick frosted glass 1.5M high and glazing with aluminium beading and clips; above MDF partition; overall height of composite partition 3.0M high   | 118 | SM   |      |        |
|      | <b>Total of Element 03 Carried to Summary</b>   |     |      |      |        |

| ITEM  | DESCRIPTION  | QTY | UNIT | RATE | AMOUNT |
|---|--|-----|------|------|--------|
|   | <b><u>ELEMENT NO. 4</u></b>  |     |      |      |        |
|   | <b><u>ROOF CONSTRUCTION, COVERING AND RAINWATER DISPOSAL</u></b>   |     |      |      |        |
|   | <u>ROOF CONSTRUCTION</u>   |     |      |      |        |
|   | <b><u>Roof construction</u></b>  |     |      |      |        |
|   | <b><u>All the following structural timber shall be Sawn second grade treated cypress with 9-15%M.C.</u></b>      |     |      |      |        |
| <b>A</b>                                      | 100 x 50 mm Wall plate.  | 96  | LM   |      |        |
| <b>B</b>                                      | 75 X 50 mm Purlins   | 300 | LM   |      |        |
|   | <b><u>Trusses</u></b>  |     |      |      |        |
|   | <b><u>The following in Trusses with nailed connections and rising approximately 2.80m above ground level</u></b> |     |      |      |        |
| <b>C</b>                                      | 150 x 50 mm rafters.   | 225 | LM   |      |        |
| <b>D</b>                                      | Ditto common rafters   | 64  | LM   |      |        |
| <b>E</b>                                      | 150 x 50 mm ties and struts.   | 150 | LM   |      |        |
| <b>F</b>                                      | 150 x 50 mm joists.  | 225 | LM   |      |        |
|   | <b><u>Roof covering</u></b>  |     |      |      |        |
| <b>G</b>                                      | Prepainted G.I. & Aluzinc sheet metal roofing Gauge 28 corrugated boxed profiled sheets (as MRM ltd)             | 313 | SM   |      |        |
| <b>H</b>                                      | Ditto; Ridging to match  | 29  | LM   |      |        |
| <b>Total of Element 04 Carried to Summary</b> |  |     |      |      |        |

PROPOSED OFFICE BLOCK FOR ROADS DEPT., WAJIR

| ITEM  | DESCRIPTION   | QTY | UNIT | RATE | AMOUNT |
|---|---|-----|------|------|--------|
|   | <b><u>ELEMENT NO. 5:</u></b>  |     |      |      |        |
|   | <b><u>DOORS</u></b>   |     |      |      |        |
|   | <b><u>Hardwood Panelled doors :-</u></b>  |     |      |      |        |
| <b>A</b>                                      | Double door in 2 equal leaves, overal size 1500 x 2400mm high   | 3   | NO   |      |        |
| <b>B</b>                                      | Ditto single, size 900 x 2100mm high  | 13  | NO   |      |        |
| <b>C</b>                                      | 45mm thick semi-solid cored flush door overall size 900 x 2100mm  | 4   | NO   |      |        |
|   | <b><u>Wrot Mahogany or other equal and approved :-</u></b>  |     |      |      |        |
| <b>D</b>                                      | 100 x 50mm Frame with two labours plugged   | 122 | LM   |      |        |
| <b>E</b>                                      | 45 x 38mm architrave  | 122 | LM   |      |        |
| <b>F</b>                                      | 25mm diameter quadrant  | 122 | LM   |      |        |
|   | <b><u>Supply and fix the following ironmongery with screws to match.</u></b>                              |     |      |      |        |
| <b>G</b>                                      | 3 Lever mortice lock and set furniture Ref.Union or equal and approved.                                   | 13  | NO   |      |        |
| <b>G</b>                                      | 2 Lever ditto   | 4   | NO   |      |        |
| <b>H</b>                                      | 100mm Brass butts hinges  | 11  | PRS  |      |        |
| <b>I</b>                                      | 40mm Diameter rubber door stops   | 17  | NO   |      |        |
| <b>J</b>                                      | Prepare and apply three coats wood preservative primer to backs of timber frame not exceeding 100mm girth | 366 | LM   |      |        |
|   | <b><u>Knot, prime, prepare and apply three coats gloss oil paint to:</u></b>                              |     |      |      |        |
| <b>K</b>                                      | General surfaces of timber  | 71  | SM   |      |        |
| <b>Total of Element 05 Carried to Summary</b> |   |     |      |      |        |

| ITEM  | DESCRIPTION   | QTY | UNIT | RATE | AMOUNT |
|---|---|-----|------|------|--------|
|   | <b><u>ELEMENT NO. 6:</u></b>  |     |      |      |        |
|   | <b><u>WINDOWS</u></b>   |     |      |      |        |
|   | <b><u>Precast concrete units class 25 ( 25 mm aggregate) reinforced with 2 No. 12 mm diameter bars</u></b>  |     |      |      |        |
| <b>A</b>                                      | 150 x 50 mm thick Cill; weathered, throated moulded to architectural details.   | 30  | LM   |      |        |
| <b>B</b>                                      | 25 x 3 mm water bar including fixing  | 30  | LM   |      |        |
|   | <b><u>Supply and Fix the following purpose-made Mild Steel casement windows finished with one coat red oxide preimer complete with opening accessories including cutting and fixing lugs and pointing all round in cement mortar with vertically pivoted sashes and i</u></b> |     |      |      |        |
| <b>C</b>                                      | Size 1500 x 1500mm  | 12  | NO   |      |        |
| <b>D</b>                                      | Ditto size 600 x 900mm  | 4   | NO   |      |        |
|   | <b><u>Glazing:-</u></b>   |     |      |      |        |
| <b>E</b>                                      | 5 mm thick clear sheet glass and glazing in panes with steel putty  | 27  | SM   |      |        |
| <b>F</b>                                      | Ditto but obscure glass ditto   | 2   | SM   |      |        |
| <b>G</b>                                      | Prepare and apply three coats of gloss solo paint to metal window surfaces measured flat overall; internally.   | 27  | SM   |      |        |
| <b>H</b>                                      | Ditto; externally.  | 27  | SM   |      |        |
| <b>Total of Element 06 Carried to Summary</b> |   |     |      |      |        |

| ITEM  | DESCRIPTION  | QTY | UNIT | RATE | AMOUNT |
|---|--|-----|------|------|--------|
|   | <b><u>ELEMENT NO. 7:</u></b>   |     |      |      |        |
|   | <b><u>EXTERNAL FINISHES</u></b>  |     |      |      |        |
|   | <b><u>Render</u></b>   |     |      |      |        |
|   | <b><u>Cement and sand (1:4) rendering</u></b>                                    |     |      |      |        |
| <b>A</b>                                      | Rendering to beam and lintol surfaces finished with a wood float, thickness 25mm | 40  | SM   |      |        |
| <b>B</b>                                      | Ditto to surfaces of wall beneath windows  | 30  | SM   |      |        |
| <b>C</b>                                      | Ditto to walls externally  | 223 | SM   |      |        |
| <b>Total of Element 07 Carried to Summary</b> |  |     |      |      |        |

| ITEM  | DESCRIPTION   | QTY | UNIT | RATE | AMOUNT |
|---|---|-----|------|------|--------|
|   | <b><u>ELEMENT NO. 8:</u></b>  |     |      |      |        |
|   | <b><u>INTERNAL FINISHES</u></b>                                       |     |      |      |        |
|   | <b><u>FLOORS</u></b>  |     |      |      |        |
|   | <u>Cement and sand (1:4) screeding smooth trowelled</u>               |     |      |      |        |
| A   | 32mm Thick to receive finishes  | 261 | SM   |      |        |
| B   | 8mm thick non-slip ceramic floor tiles fixed with grout               | 261 | SM   |      |        |
| C   | 100mm wide Skirting   | 124 | LM   |      |        |
|   | <b><u>Plaster</u></b>   |     |      |      |        |
|   | <u>12mm thick gauged plaster 1:4 to:-</u>                             |     |      |      |        |
| D   | Wall surfaces internally  | 347 | SM   |      |        |
|   | <b><u>Ceiling</u></b>   |     |      |      |        |
| E   | 50 X 50mm celcured cypress timber brandering                          | 783 | LM   |      |        |
| F   | Ditto but plugged   | 261 | LM   |      |        |
| G   | 12mm thick Celotex softboard ceiling boards fixed to brandering (m.s) | 261 | SM   |      |        |
| <b>Total of Element 08 Carried to Summary</b> |   |     |      |      |        |



| ITEM     | DESCRIPTION   | QTY | UNIT | RATE | AMOUNT |
|----------|---|-----|------|------|--------|
|          | <b><u>ELEMENT NO. 9</u></b>   |     |      |      |        |
|          | <b><u>PAINTING &amp; DECORATING</u></b>   |     |      |      |        |
|          | <u>OPENINGS</u>   |     |      |      |        |
|          | <b>Prepare and apply two undercoats stainer and two finishing coats of first quality super gloss paint to:-</b> |     |      |      |        |
| <b>A</b> | General surfaces of external doors  | 20  | SM   |      |        |
| <b>B</b> | Metal surfaces  | 46  | SM   |      |        |
|          | <u>WALLS AND CEILINGS</u>   |     |      |      |        |
|          | <b>Prepare and apply one undercoat and two finishing coats of 1st quality silk vinyl paint to:-</b>             |     |      |      |        |
| <b>C</b> | General plastered surfaces of walls internally  | 347 | SM   |      |        |
|          | <b>Prepare and apply one undercoat and two finishing coats of 1st quality silk vinyl paint to:-</b>             |     |      |      |        |
| <b>D</b> | Surfaces of softboard ceilings  | 261 | SM   |      |        |
|          | <b>Total of Element 9 Carried to Summary</b>  |     |      |      |        |

PROPOSED OFFICE BLOCK FOR ROADS DEPT., WAJIR

| ITEM                                  | DESCRIPTION   | QTY | UNIT | RATE | AMOUNT |
|---------------------------------------|---|-----|------|------|--------|
|                                       | <b><u>PLUMBING INSTALLATION</u></b>   |     |      |      |        |
| <b>A</b>                              | Ceramic Water Closet Eastern Type complete with cistern   | 2   | NO   |      |        |
| <b>B</b>                              | Ceramic Wash Hand basin complete  | 2   | NO   |      |        |
| <b>C</b>                              | Toilet roll holder  | 2   | NO   |      |        |
| <b>D</b>                              | 240 Ltr overhead roof tanks as "Roto" or equal including construction of platform and all necessary fittings  | 1   | NO   |      |        |
| <b>E</b>                              | Allow for PPR piping and accessories in various sizes internally  | 20  | LM   |      |        |
|                                       | <b><u>Foul water drainage</u></b>   |     |      |      |        |
| <b>F</b>                              | Excavate trench for dia 160mm sewerpipe starting from ground level not exceeding 1.5m deep, backfill after laying pipe and dispose excess average depth 1.0m  | 20  | LM   |      |        |
| <b>G</b>                              | Provide, lay and joint in trench dia 160mm golden brown class 41 sewer pipe in flexible joints (rubber ring or lip seal joint) including 100mm approved murrum bed and haunch to detail (50)5310 type F   | 20  | LM   |      |        |
| <b>H</b>                              | Provide materials and erect manhole type B & to detail (50)5301 including all necessary excavations, backfilling and disposal of surplus material and formwork and medium duty manhole cover and frame to detail (50)5313 type 'B' average depth 0.9m | 2   | NO   |      |        |
| <b>TOTAL CARRIED TO GRAND SUMMARY</b> |   |     |      |      |        |

PROPOSED OFFICE BLOCK FOR ROADS DEPT., WAJIR

| ITEM | DESCRIPTION                                      | QTY | UNIT | RATE | AMOUNT |
|------|--|-----|------|------|--------|
|      | <b><u>SUMMARY</u></b>                            |     |      |      |        |
| 1    | Substructure                                     |     |      |      |        |
| 2    | Reinforced Concrete Superstructure               |     |      |      |        |
| 3    | Superstructure Walling                           |     |      |      |        |
| 4    | Roof Construction, Covering & Rainwater Disposal |     |      |      |        |
| 5    | Doors  |     |      |      |        |
| 6    | Windows  |     |      |      |        |
| 7    | External Finishes                                |     |      |      |        |
| 8    | Internal Finishes                                |     |      |      |        |
| 9    | Painting and Decorating                          |     |      |      |        |
| 10   | Plumbing Installation and drainage               |     |      |      |        |
|      | <b>TOTAL CARRIED TO GRAND SUMMARY</b>            |     |      |      |        |

| ITEM     | DESCRIPTION  | QTY | UNIT | RATE | AMOUNT |
|----------|--|-----|------|------|--------|
|          | <b><u>ELECTRICAL INSTALLATION</u></b>  |     |      |      |        |
|          | <b>Supply, install, test and commission the following:-</b>  |     |      |      |        |
|          | <u>LIGHTING POINTS</u>   |     |      |      |        |
|          | <u>Lighting points wired in 3 x 1.5mm<sup>2</sup> S-C PVCI copper cables drawn in concealed 20mm diameter heavy gauge PVC conduits complete with necessary accessories excluding switches and fittings for:-</u> |     |      |      |        |
| <b>A</b> | a) one way switching   | 22  | NO   |      |        |
| <b>B</b> | b) two way switching   | 4   | NO   |      |        |
|          | <u>SWITCHES</u>  |     |      |      |        |
|          | 5 Amps moulded ivory switch plate as MEM or approved equivalent as follows:-   |     |      |      |        |
| <b>C</b> | a) one gang one way  | 13  | NO   |      |        |
| <b>D</b> | b) one gang two way  | 2   | NO   |      |        |
| <b>E</b> | c) three gang one way  | 1   | NO   |      |        |
|          | <u>LIGHTING FITTINGS</u>   |     |      |      |        |
|          | <u>Lighting fittings complete with lumps of the correct wattage as follows:-</u>   |     |      |      |        |
| <b>F</b> | a) 1200mm, 1 x 36w batten fluorescent fittings as thorn or approved equivalent   | 17  | NO   |      |        |
| <b>G</b> | b) 100W polycarbonate bulkhead fittings as thorn or approved equivalent  | 7   | NO   |      |        |
| <b>H</b> | c) pendant set comprising 10A 3-plate ceiling rose BC lamp holder with energy saving bulb and flex cable   | 1   | NO   |      |        |
|          | <u>POWER POINTS, SOCKET OUTLETS AND OTHER ITEMS</u>  |     |      |      |        |
| <b>I</b> | Socket outlet points wired in 3 x 2.5mm <sup>2</sup> S-C PVCI copper cables drawn in concealed 20mm diameter heavy gauge PVC conduits  | 13  | NO   |      |        |
| <b>J</b> | 13Amps twin socket outlets as MEM or approved equivalent   | 13  | NO   |      |        |
|          | Total carried forward to COLLECTION  |     |      |      |        |

| ITEM | DESCRIPTION   | QTY | UNIT | RATE | AMOUNT |
|------|---|-----|------|------|--------|
|      | <u>CEILING FANS</u>   |     |      |      |        |
| A    | Ceiling fan points wired in 3 x 1.5mm <sup>2</sup> S-C PVC copper cables drawn in concealed 20mm diameter heavy gauge PVC conduits complete with fixing accessories | 12  | NO   |      |        |
| B    | 1400mm,3-arm ceiling fan as orient  | 12  | NO   |      |        |
| C    | Cooker point wired in 3 x 6.0mm <sup>2</sup> S-C PVC copper cables drawn in concealed 25mm diameter heavy gauge PVC conduits.                                       | 1   | NO   |      |        |
| D    | 45A cooker unit complete with cooker connector  | 1   | NO   |      |        |
|      | <u>TELEPHONE</u>  |     |      |      |        |
| E    | Telephone outlet point done in concealed 20mm diameter heavy gauge PVC conduits   | 9   | NO   |      |        |
| F    | Telephone outlet plate as CRABTREE  | 9   | NO   |      |        |
|      | <u>ELECTRICAL POWER DISTRIBUTION</u>  |     |      |      |        |
| G    | 9-ways consumer control unit as CRABTREE or approved equivalent   | 1   | NO   |      |        |
|      | Miniature circuit breakers as CRABTREE for item 14 as follows:-   |     |      |      |        |
| H    | a) 10 Amps SP   | 5   | NO   |      |        |
| I    | b) 30 Amps SP   | 4   | NO   |      |        |
| J    | Sub-mains cables comprising 3X16.0mm <sup>2</sup> single core PVC copper cables drawn in 32mm diameter heavy gauge PVC conduits                                     | 20  | LM   |      |        |
| K    | 14swg, double tariff galvanized steel meter box   | 1   | NO   |      |        |
|      | Total carried forward to COLLECTION   |     |      |      |        |

PROPOSED OFFICE BLOCK FOR ROADS DEPT., WAJIR

| ITEM                                | DESCRIPTION   | QTY | UNIT | RATE | AMOUNT |
|-------------------------------------|---|-----|------|------|--------|
| A                                   | 80Amps cut out fuse carrier complete with fuse  | 1   | NO   |      |        |
| B                                   | 80Amps KBMG switch  | 1   | NO   |      |        |
|                                     | <u>ELECTRICAL EARTHING</u>  |     |      |      |        |
|                                     | <u>Electrical earthing comprising the following:-</u>   |     |      |      |        |
| C                                   | a) 10.0mm <sup>2</sup> single core copper cables drawn in heavy gauge conduit                                     | 5   | LM   |      |        |
| D                                   | b) 1500mm long x 16mm diameter copper electrode complete with clamp   | 1   | NO   |      |        |
| E                                   | c) 300x300x300mm concrete earthing chamber complete with pre-cast concrete cover                                  | 1   | NO   |      |        |
| F                                   | Allow provisional sum of Kshs 30,000 (Thirty Thousand shillings) only for connection to the existing power source |     | Sum  |      |        |
| Total carried forward to COLLECTION |   |     |      |      |        |

| ITEM  | DESCRIPTION  | QTY | UNIT | RATE | AMOUNT |
|---|--|-----|------|------|--------|
|   | <u>PORTABLE FIRE EXTINGUISHERS</u>   |     |      |      |        |
| A   | 9 litre water carbon dioxide fire extinguisher complete with pressure gauge ,initial charge and mounting brackets        | 2   | NO   |      |        |
| B   | 5kg carbon dioxide gas portable fire extinguisher complete with pressure gauge , initial charge and mounting brackets    | 2   | NO   |      |        |
| C   | 4.5kg dry chemical powder portable fire extinguisher complete with pressure gauge , initial charge and mounting brackets | 2   | NO   |      |        |
| Total carried forward to COLLECTION                                 |  |     |      |      |        |
|   | <u>COLLECTION</u>  |     |      |      |        |
| 1   | BROUGHT FORWARD FROM PAGE E/1  |     |      |      |        |
| 2   | BROUGHT FORWARD FROM PAGE E/2  |     |      |      |        |
| 3   | BROUGHT FORWARD FROM PAGE E/3  |     |      |      |        |
| 4   | BROUGHT FORWARD FROM PAGE E/4  |     |      |      |        |
| <b>TOTAL ELECTRICAL INSTALLATION WORKS CARRIED TO GRAND SUMMARY</b> |  |     |      |      |        |

PROPOSED OFFICE BLOCK FOR ROADS DEPT., WAJIR

| ITEM | DESCRIPTION  | QTY | UNIT | RATE | AMOUNT |
|------|--|-----|------|------|--------|
|      | <b><u>PROVISIONAL SUMS</u></b>   |     |      |      |        |
|      | <b><u>The following Sums shall only be expended upon Site Instructions issued by the Project Manager:-</u></b> |     |      |      |        |
| A    | Allow a provisional Sum of Kshs Two Hundred Thousand (Kshs 200,000.00) only for Contigencies                   |     |      | SUM  |        |
|      | <b>Total Provisional Sums Carried to Summary</b>   |     |      |      |        |



# GRAND SUMMARY

| ITEM | DESCRIPTION                            | TENDERERS AMOUNT<br>Kshs | OFFICIAL USE ONLY<br>Kshs |
|------|--|--------------------------|---------------------------|
| 1    | OFFICE BLOCK FROM PAGE OB/15           |                          |                           |
| 2    | ELECTRICAL INSTALLATION PAGE E/4       |                          |                           |
| 3    | PROVISIONAL SUMS                       |                          |                           |
|      | <b>TOTAL CARRIED TO FORM OF TENDER</b> |                          |                           |

Amount in words.....  
.....

Tenderers signature and stamp.....  
.....

Address.....  
.....

Date.....

Witness Name.....

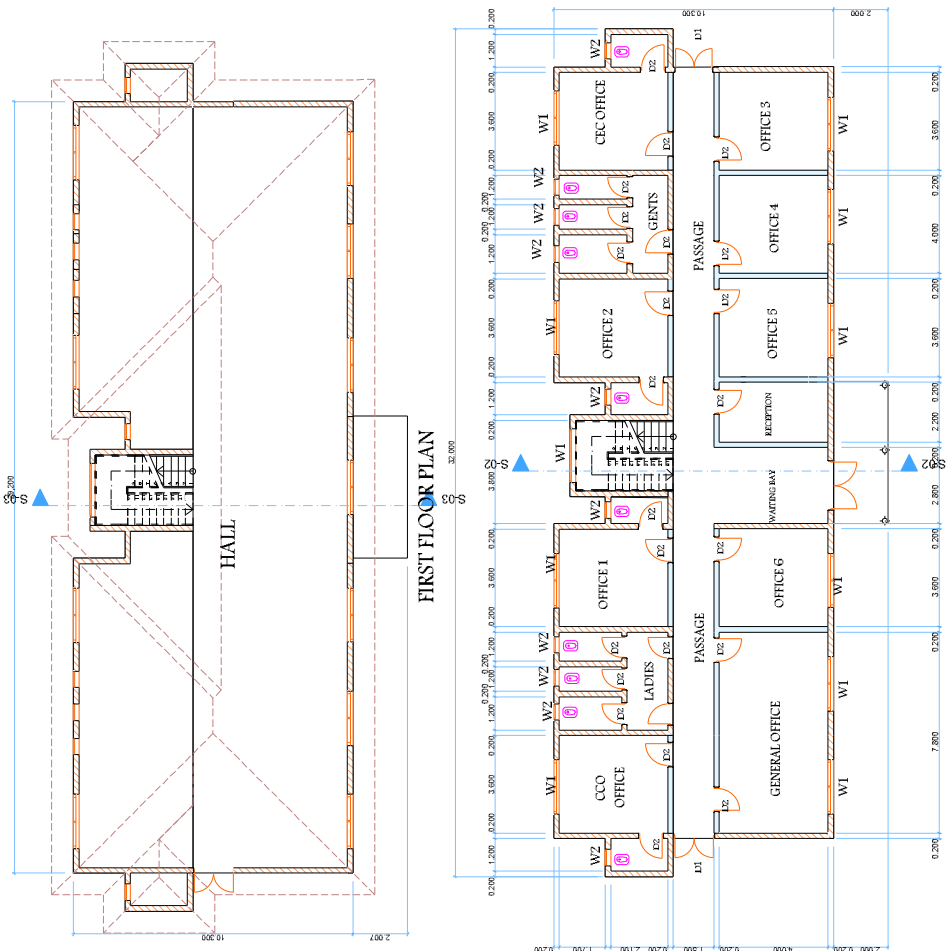
Signature.....

Address.....

Date.....

**GENERAL NOTES**

1. All dimensions to be checked on site and if necessary to be confirmed by architect.
2. All reinforced concrete work will be in accordance with drawings.
3. All walls below 200mm thick, to be reinforced with hoop筋 at every alternate course.
4. DPC to be 8 ply minimum full laid under all walls.
5. FF (permanent vents) to be provided on all openings where shown.
6. All doors and windows to be in accordance with drawings.
7. Foundation depth to be determined on site.
8. All doors and windows to be in accordance with drawings.
9. All doors and windows to be in accordance with drawings.
10. All fittings to be in accordance with drawings.



**GROUND FLOOR PLAN**

|  |  |   |                           |                          |                        |
|--|--|---|---------------------------|--------------------------|------------------------|
|  | DEPARTMENT OF PUBLIC WORKS<br>NAIROBI<br>FOR THE GOVERNMENT OF THE REPUBLIC OF KENYA | PROJECT TITLE:<br>GROUND AND FIRST FLOOR PLAN | ENDSWORN<br>DATE: 04/2019 | EKABAJI<br>DATE: 04/2019 | ERGAS<br>DATE: 04/2019 |
|  |  | CLIENT:<br>DEPARTMENT OF ROADS                | ENDSWORN<br>DATE: 04/2019 | EKABAJI<br>DATE: 04/2019 | ERGAS<br>DATE: 04/2019 |
| PROJECT:<br>PROPOSED OFFICE BLOCK FOR<br>THE DEPARTMENT OF ROADS |  | CLIENT:<br>DEPARTMENT OF ROADS                |                           |                          |                        |