

REPUBLIC OF KENYA



MANDERA COUNTY GOVERNMENT

**PROPOSED CONSTRUCTION OF NEW GATE, CABRO
WORKS ON THE ROAD FROM THE GATE TO THE NEW
ADMIN BLOCK AND THE PARKING AREA AT MTTI IN
MANDERA EAST SUB COUNTY
IN**

MANDERA COUNTY

TENDER DOCUMENTS

TENDER NO: MCG/OT/47/2020-2021.....

IFMIS NEGOTIATION NUMBER: 851818

FEBRUARY 2021

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INTRODUCTION

- 1.1 This standard tender document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of works (e.g. Buildings, Roads, Bridges, Repairs and Maintenance) which the procuring entity considers to be small and where it is not required to be open tendering.
- 1.2 The following guidelines should be observed when using the document:-
 - (a) Specific details should be furnished in the tender notice and in the special conditions of contract (where applicable). The tender document issued to tenderers should not have blank spaces or options.
 - (b) The instructions to tenderers and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through Appendix to instructions to tenderers and special conditions of contract respectively.
- 1.3 (a) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable prospective tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements
 - I. The invitation to tender shall be as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have been prequalified following a request for prequalification.
- 1.4 The cover of the tender document should be modified to include:-
 - II. Tender number.
 - III. Tender name.
 - IV. Name of procuring entity.
 - V. Delete name and address of PPOA.

SECTION I

INVITATION FOR TENDERS

Tender reference no. : **MCG/OT/47/2020-2021**

Tender Name: PROPOSED CONSTRUCTION OF NEW GATE, CABRO WORKS ON THE ROAD FROM THE GATE TO THE NEW ADMIN BLOCK AND THE PARKING AREA AT MTTI IN MANDERA EAST SUB COUNTY

The Mandera *County Government* invites sealed PROPOSED CONSTRUCTION OF NEW GATE, CABRO WORKS ON THE ROAD FROM THE GATE TO THE NEW ADMIN BLOCK AND THE PARKING AREA AT MTTI IN MANDERA EAST SUB COUNTY candidates may obtain further information from the office of the director supply chain management services at the county treasury during normal working hours and via email on supplychain@mandera.go.ke.

1.2 Invitation to tender containing detailed information, tenders number and negotiation numbers and the tender documents can be downloaded free of charge at the county's website www.mandera.go.ke which can also be accessed from supplier's portal

1.3 Completed set of tender documents shall be scanned and submitted electronically through IFMIS SUPPLIER PORTAL at supplier.treasury.go.ke using the specific IFMIS negotiation number provided in the tender documents as per the requirements contained in the tender documents so as to be received on or before **Tuesday 9th March 2021 at 10:00 am**

1.4 Bidders must upload a copy of original bid security to the ifmis portal and deliver ORIGINAL bid security to the office of the director supply chain management.

NOTE: The system will automatically close at the time and date of tender closing specified on the IFMIS portal and tender documents. The system does not have provisions for late submission.

MANUAL SUBMISSIONS WILL NOT BE ACCEPTED, all tenders must be submitted through IFMIS PORTAL

All bidders are advised to regularly check the county's website during the bidding period,

Director of Supply Chain Management services
FOR: COUNTY CHIEF OFFICER EDUCATION AND VT

SECTION II
INSTRUCTIONS TO TENDERERS
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CLAUSE

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INSTRUCTIONS TO TENDERERS.

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

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

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

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

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

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

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

3. Preparation of Tenders

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

3.2 The tender submitted by the Tenderer shall comprise the following:-

- (a) The Tender;

- (b) Tender Security;
 - (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
 - (d) Any other materials required to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.
- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of sixty (60) days from the date of submission. However in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.7 The Tenderer shall prepare one original and a copy of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.10 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

4. Submission of Tenders

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

- (a) be addressed to the Employer at the address provided in the invitation to tender;
- [b] bear the name and identification number of the Contract as defined in the invitation to tender; and
- [c] provide a warning not to open before the specified time and date for tender opening.

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

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

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

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

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

5. Tender Opening and Evaluation

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

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

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

decisions may result in the rejection of his tender.

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

- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
- (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
- (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
- (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.

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

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

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

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

the evaluation of tenders shall not exceed 15%

- 5.9 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.
- 5.10 The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

6. Award of Contract

- 6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.
- 6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
- 6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- 6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt ,the successful Tenderer will sign the Agreement and return it to the Employer.
- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount

stipulated in the Appendix to Conditions of Contract.

- 6.6 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 6.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

7. Corrupt and fraudulent practices

- 7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.
- 7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.
- 7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (a) The information that specifies and complements provisions of Instruction to tenderers to be incorporated
 - (b) Amendments and/or supplements if any, to provisions of Section 2.0 as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

Appendix to Instructions to Tenderers/General information

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<i>The bidders shall submit their bid through ifmis supplier portal by the negotiations numbers attached to the tender document on or before Tuesday 9th March 2021 at 10.00 Am</i>
	<i>The bidder shall submit a minimum Bid Security (2% of tender sum from a reputable bank or insurance firm)</i>
	<i>Bidders who do not submit their bids through ifmis portal will be not be considered for evaluation of the bids.</i>

EVALUATION AND COMPARISON OF TENDERS

Evaluation and comparison of Tenders: the following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents.

a) Mandatory requirements(MR)

The following requirements must be met by the tenderer failure to which the bid will be eliminated from further evaluation.

PRELIMINARY EVALUATION CRITERIA

S/N o	REQUIREMENTS	Score Mandatory	B1	B2	B3	B4	B5	B6	B7	B8
1	Dully filled and stamped confidential business questionnaire	Mandatory (Yes/No)								
2	Form of tender duly filled, signed and stamped	Mandatory (Yes/No)								
3	The form of power of attorney shall be duly filled, signed and stamped	Mandatory (Yes/No)								
4	Bid Security (2% of tender sum from a reputable bank or insurance firm)	Mandatory (Yes/No)								
5	Must submit a self-declaration that the person/ tenderer will not engage in any corrupt or fraudulent practice.	Mandatory (Yes/No)								
6	Must submit a self-declaration that the person/ tenderer/firm is not debarred	Mandatory (Yes/No)								

	in the matter of the Public Procurement and asset Disposal Act 2015.									
7	Valid current year business permits certified by commissioner of oaths/advocates	Mandatory (Yes/No)								
8	Valid current year tax compliance certificate certified by commissioner of oaths /advocates.	Mandatory (Yes/No)								
9	Certificate of incorporation certified by commissioner of oaths/advocates.	Mandatory (Yes/No)								
10	PIN/VAT certificate from KRA certified by commissioner of oaths/advocates	Mandatory (Yes/No)								
11	Certificate of Registration and current valid practicing license with National construction authority for building works NCA 7 and Above certified by commissioner of oaths/advocates	Mandatory (Yes/No)								
12	CR 12 form certified by commissioner of oaths/advocates	Mandatory (Yes/No)								
13	Submitted original bid security in hard copy	Mandatory (Yes/No)								

KEY

Bidder 1: B1
 Bidder 2: B2
 Bidder 3: B3
 Bidder 4: B4
 Bidder 5: B5
 Bidder 6: B6
 Bidder 7: B7
 Bidder 8: B8

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

TECHNICAL EVALUATION CRITERIA SUMMARY

No.	REQUIREMENTS									
A. Personnel (Must attach CV and copy of certificates)		Score card 70)	B1	B2	B3	B4	B5	B6	B7	B8
1.	One Site Agent / Contract manager (Registered Civil Engineer/QS) <ul style="list-style-type: none"> ➤ Degree and registered with the relevant professional body supported by CV showing current position-3 marks ➤ Degree only supported with CV showing current position-2 marks ➤ Degree only-1 mark 	3 Marks								
2.	Environment officer at least bachelor degree in environmental science or equivalent (registered with NEMA) <ul style="list-style-type: none"> ➤ Degree and registration with nema supported by CV showing current position -3 marks ➤ Degree only supported with CV showing current position-2 marks ➤ Degree only-1 mark 	3 Marks								
3.	2No inspector of building works (must be holders of at least diploma/HND in civil engineering or equivalent) <ul style="list-style-type: none"> ➤ Diploma supported by CV showing current position-2 marks for each inspector ➤ Diploma not supported by CV current position-1 mark each 	4 Marks								
4.	Bidders attach valid proof of at least three similar projects (building/fencing works project) of similar magnitude undertaken in the last five years. <ul style="list-style-type: none"> ➤ Similar project of similar magnitude undertaken in the 	12 Marks								

	<p>last 5 years-4 marks each</p> <ul style="list-style-type: none"> ➤ Similar project half the magnitude of the project undertaken in the last 5 years - 2 marks each ➤ Less than half the magnitude of the project undertaken in the last 5 years -0 mark 									
5.	<p>Bidders shall attach audited financial reports for the last two years (2019,2018) signed and stamped where applicable and certified by registered Certified public account</p> <ul style="list-style-type: none"> ➤ Audited financial reports, signed, stamped and certified as required- 5 marks each ➤ Audited financial report signed and stamped but not certified(incomplete)-2 marks each ➤ Audited financial reports not signed, stamped and certified-0 mark 	10 Marks								
6.	<p>Completed tender document with bill of quantities duly filled, signed and stamped where applicable.</p> <ul style="list-style-type: none"> ➤ Completed tender document as required-20 marks ➤ Tender document with bill of quantities but not duly filled, signed and stamped as required-15marks ➤ Duly filled signed and stamped Bill of quantities only without the tender document-10 marks ➤ Tender document without BQ only-5 	20 Marks								
7	<p>Attach proof of ownership/lease of equipment Attach log books for</p> <ul style="list-style-type: none"> ➤ 2no pick up,2 marks ➤ 2no water boozers,2marks ➤ 2no concrete mixer-4 marks 	12 Marks								

	<ul style="list-style-type: none"> ➤ 1no vibrator-1mark ➤ 1 no wheel loader, 1 mark ➤ 3no tipper- 3marks 									
8	Attach bank statement for the last 6 months <ul style="list-style-type: none"> ➤ Each month-1 mark 	6 Marks								
	Total	70 Marks								

a) Technical evaluations scores

This section (technical evaluation) will be marked out of 70 and will determine the technical scorers (TS). Note: at this stage any firm that failed to score above 0r 49/70 shall NOT be evaluated financially.

SECTION III – CONDITIONS OF CONTRACT

1. Definitions

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

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

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

“The Completion Date” means the date of completion of the Works as certified by the Employer’s Representative.

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

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

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Employer.

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

“Days” are calendar days; “Months” are calendar months.

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

“The Defects Liability Certificate” is the certificate issued by Employer’s Representative upon correction of defects by the Contractor.

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

“Drawings” include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

“Employer” Includes Central or Local Government administration,

Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

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

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

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

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

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

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

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

“ A Variation” is an instruction given by the Employer’s Representative which varies the Works.

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

2. Contract Documents

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

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

3. Employer's Representative's Decisions

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

4. Works, Language and Law of Contract

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

5. Safety, Temporary works and Discoveries

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

6 Work Program and Sub-contracting

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

7 The site

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

8 Instructions

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

9 Extension of Completion Date

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

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

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or

- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) delay in receiving possession of or access to the Site.

10 Management Meetings

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

11 Defects

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

any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.

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

12 Bills of Quantities/Schedule of Rates

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

13 Variations

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

Contractor's costs.

14 Payment Certificates and Final Account

- 14.1 The Contractor shall be paid after each of the following stages of Work listed herebelow (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.
- (i) Advance payment_
(percent of Contract Price,
[after Contract execution] *to be inserted by the Employer*).
 - (ii) First stage (*define stage*) _
 - (iii) Second stage (*define stage*) _
 - (iv) Third stage (*define stage*) _
 - (v) After defects liability period .
- 14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application .The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.
- 14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

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

15. Insurance

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

16. Liquidated Damages

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

17. Completion and Taking Over

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

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

18. Termination

- 18.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;
- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
 - (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

- (c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.
- (d) the Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

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

19. Payment Upon Termination

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

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

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

20. Corrupt Gifts and Payments of Commission

20.1 The Contractor shall not;

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

21. Settlement of Disputes

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

SECTION IV – APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: **GOVERNOR - Mandera County Government**
 Address: **P.O Box 13, MANDERA**

Name of Authorized Representative: **County Executive Committee Member – EDUCATION, SPORTS AND CULTURE**

Cell phone:

E-mail:/Fax:

Name of Alternative Representative: **Chief Officer – EDUCATION AND VOCATIONAL TRAINING CENTRE**

Cell phone:

E-mail:/Fax:

The Project Manager is: **County Director – PUBLIC WORKS, Mandera County.**

Address: **P.O. BOX 13, MANDERA**

Cell phone:

1.1 The name (and identification number) of the Contract is: PROPOSED CONSTRUCTION OF NEW GATE, CABRO WORKS ON THE ROAD FROM THE GATE TO THE NEW ADMIN BLOCK AND THE PARKING AREA AT MTTI IN MANDERA EAST SUB COUNTY

1.2 The works consist of: PROPOSED CONSTRUCTION OF NEW GATE, CABRO WORKS ON THE ROAD FROM THE GATE TO THE NEW ADMIN BLOCK AND THE PARKING AREA AT MTTI IN MANDERA EAST SUB COUNTY

The Start Date shall be **AGREED WITH THE PROJECT MANAGER**

The Intended Completion Date for the whole of the Works shall be **fifty two weeks (52)** from the **commencement date as agreed with the Project Manager.**

The following documents also form part of the Contract:
AS LISTED IN CLAUSE 2.3 OF CONDITIONS OF CONTRACT

The Contractor shall submit a revised program for the Works within **fourteen days(14)** days of delivery of the Letter of Acceptance.

The Site Possession Date shall be **AGREED WITH THE PROJECT MANAGER**

The Defects Liability period is **180** days

The minimum insurance covers shall be; “ALL RISKS INSURANCE”

The following events shall also be Compensation Events:

1. NONE (ONLY AS LISTED IN CLAUSE 24 OF THE CONDITIONS OF CONTRACT

2. _____

3. _____

4. _____

The period between Program updates is **15** days.

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

The proportion of payments retained is **10%** percent.

The Price Adjustment Clause **SHALL NOT** apply

The liquidated damages for the whole of the Works is Kshs.**1,000.00** (per week)

The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price **10 percent (%)**

The Completion Period for the Works is **fifty two weeks (52)**

The rate of exchange for calculation of foreign currency payments is **not applicable**

The schedule of basic rates used in pricing by the Contractor is as attached [*Contractor to attach*].

Advance Payment **SHALL NOT be** granted.

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

This Tender must be accompanied by a Bid Bond or else the tender shall be disqualified.

SECTION V- STANDARD FORM

- (i) Form of Invitation for Tenders
- (ii) Form of Tender
- (iii) Letter of Acceptance
- (iv) Form of Agreement
- (v) Form of Tender Security
- (vi) Performance Bank Guarantee
- (vii) Bank Guarantee for Advance Payment
- (viii) Qualification Information
- (ix) Tender Questionnaire
- (xi) Confidential Business Questionnaire
- (x) Statement of Foreign Currency Requirement
- (xi) Details of Sub-Contractors
- (x) Request for Review Form

FORM OF TENDER

TO: MANDERA COUNTY GOVERNMENT

_____ [Date]

1.3 **REF:** TENDER FOR PROPOSED CONSTRUCTION OF NEW GATE, CABRO WORKS ON THE ROAD FROM THE GATE TO THE NEW ADMIN BLOCK AND THE PARKING AREA AT MTTI IN MANDERA EAST SUB COUNTY

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. _____ [Amount in Shillings] _____ 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 Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender for 120 days from the date of submission, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20_____

Signature _____ in the capacity of _____

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

Witness; Name _____

Address _____

Signature _____

Date _____

LETTER OF ACCEPTANCE**[letterhead paper of the Employer]**

_____ [date]

To: _____
[name of the Contractor]_____
[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____
 for the execution of _____
[name of the Contract and identification number, as given in the Tender documents] for
 the Contract Price of Kshs. _____ *[amount in figures]* [Kenya
 Shillings _____ *(amount in words)*] in accordance with the
 Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in
 accordance with the Contract documents.

Authorized Signature

Name and Title of Signatory

Attachment : Agreement

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20____ between
MANDERA COUNTY GOVERNMENT of[or whose registered office is situated at] **P.O BOX 13, MANDERA,KENYA** (hereinafter called “the Employer”) of the one part AND
 _____ of[or whose registered
 office is situated at]_____ (hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes PROPOSED
 CONSTRUCTION OF NEW GATE, CABRO WORKS ON THE ROAD FROM THE GATE
 TO THE NEW ADMIN BLOCK AND THE PARKING AREA AT MTTI IN MANDERA
 EAST SUB COUNTY

MCG/OT/47/2020-2021

(*name and identification number of Contract*) (hereinafter called “the Works”) located
 at **Mandera County**[*Place/location of the Works*]and the Employer has accepted the
 tender submitted by the Contractor for the execution and completion of such Works
 and the remedying of any defects therein for the Contract Price of

Kshs _____[*Amount in figures*],Kenya

Shillings _____[*Amount in words*].

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby

covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

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

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

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

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 of20.....

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 instructions to tenderers
 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 the 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 recognised 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 any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ *[name of Employer]* _____ *(Date)*
 _____ *[address of Employer]*

Gentlemen,

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 or 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 Contractor.

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

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:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
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 directors 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 information given above is correct.

.....
(Title) (Signature) (Date)

- Attach proof of citizenship

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:

RE: Tender No.

Tender Name

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

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
dated the...day of20.....in the matter of Tender No.....of
20...

REQUEST FOR REVIEW

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day
 of20.....

SIGNED
 Board Secretary

FORM OF POWER OF ATTORNEY

(All bidders shall complete this form otherwise, their bids shall be considered non-responsive)

We _____ (Name of Bidder)

having our offices located in _____ (Name of Town and Building) duly
authorise _____ (Name of person appointed to act for and
on behalf of the bidder) to act for and on our behalf on all matters pertaining to the execution of works as
stipulated under PROPOSED CONSTRUCTION OF NEW GATE, CABRO WORKS ON THE ROAD FROM
THE GATE TO THE NEW ADMIN BLOCK AND THE PARKING AREA AT MTTI IN MANDERA EAST
SUB COUNTY

Duly signed and delivered:

Name of appointed attorney: _____

Signature of appointed attorney: _____

Witnessed by:

1. Name of First Company Director: _____

Signature: _____

2. Name of Second Company Director: _____

Signature: _____

Company Seal:

FIFTH SCHEDULE

SELF DECLARATION FORMS (r.47) FORM SD1

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

I,, of Post Office Box being a resident
of in the Republic of do hereby make a
statement as follows:- 1. THAT I am the Company Secretary/ Chief Executive/Managing
Director/Principal Officer/Director of (insert name of the
Company) who is a Bidder in respect of Tender No. for

.....(insert tender
title/description) for(insert name of the Procuring entity)
and duly authorized and competent to make this statement.

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

3. THAT what is deposed to herein above is true to the best of my knowledge, information
and belief.

.....
(Title) (Signature) (Date)

Bidder Official Stamp

FORM SD2
SELF DECLARATION FORMS

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

I,of P. O. Box being a resident of in the Republic of do hereby make a statement as follows:- 1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is a Bidder in respect of Tender No. for

.....(insert tender title/description) for(insert name of the Procuring entity) and duly authorized and competent to make this statement. 854 Kenya Subsidiary Legislation, 2020

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

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

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

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

.....
(Title)

.....
(Signature)

.....
Date)

Bidder's Official Stamp

SECTION VI – SPECIFICATIONS, DRAWINGS & BILLS OF QUANTITIES

SPECIFICATIONS

Notes for preparing Specifications

- 1.0 Specifications must be drafted to present a clear and precise statement of the required standards of materials, and workmanship for tenderers to respond realistically and competitively to the requirements of the Employer and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be permanently incorporated in the Works be new, unused, of the most recent or current models, and incorporating all recent improvements in design and materials unless provided otherwise in the Contract. Where the Contractor is responsible for the design of any part of the permanent Works, the extent of his obligations must be stated.
- 2.0 Specifications from previous similar projects are useful and may not be necessary to re-write specifications for every Works Contract.
- 3.0 There are considerable advantages in standardizing **General Specifications** for repetitive Works in recognized public sectors, such as highways, urban housing, irrigation and water supply. The General Specifications should cover all classes of workmanship, materials and equipment commonly involved in constructions, although not necessarily to be used in a particular works contract. Deletions or addenda should then adapt the General Specifications to the particular Works.
- 4.0 Care must be taken in drafting Specifications to ensure they are not restrictive. In the Specifications of standards for materials, plant and workmanship, existing Kenya Standards should be used as much as possible, otherwise recognized international standards may also be used.
- 5.0 The Employer should decide whether technical solutions to specified parts of the Works are to be permitted. Alternatives are appropriate in cases where obvious (and potentially less costly) alternatives are possible to the technical solutions indicated in tender documents for certain elements of the Works, taking into consideration the comparative specialized advantage of potential tenderers.

The Employer should provide a description of the selected parts of the Works with appropriate reference to Drawings, Specifications, Bills of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and Specifications.

Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details. Technical alternatives permitted in this manner shall be considered by the Employer each on its own merits and independently of whether the tenderer has priced the item as described in the Employer's design included with the tender documents.

BILLS OF QUANTITIES

PRELIMINARIES

Item No.	Description	Amount (Kshs)
	<u>PARTICULAR PRELIMINARIES</u>	
A	<u>PRICING ITEMS OF PRELIMINARIES</u> Prices SHALL BE INSERTED against items of “preliminaries” in the tenderer’s priced Bills of Quantities. The contractor is advised to read and understand all the necessary preliminary items.	
B	<u>DESCRIPTION OF THE WORKS:</u> <i>The works comprises:</i> Proposed Renovations & Alteration Works, Cabro Works & External Works at Ministry of Finance Offices in Mandera east	
C	<u>MEASUREMENTS</u> In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.	
D	<u>LOCATION OF SITE</u> The site is located Mandera East Sub County in Mandera County. The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor’s failure to do so will be entertained.	
E	<u>P.C. AND PROVISIONAL SUM</u> The allowances given for the above is for full contract.	
F	<u>CLEARING AWAY</u> The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager. <i>The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.</i>	
G	<u>CLAIMS</u> It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claims shall be Entertained upon the expiry of the said contract period.	
	CARRIED TO SUMMARY	

PRELIMINARIES

Item No.	Description	Amount (Kshs)
A	<u>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</u> The Contractor is notified that these works are to be carried out on a restricted site where the office is going on with its normal activities. The Contractor is instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site. Noise should be minimized and any other kind of disruptions.	
B	<u>TAXES</u> The tender shall include in their rates any taxes that they may be required to pay after execution of and payment for the works. It shall be the sole responsibility of the contractor to remit such payments directly to the right authorities.	
C	<u>WORKING CONDITIONS</u> The Contractor shall allow in his rates for any interference that he may encounter in the course of execution of the works.	
D	<u>SIGNBOARD</u> 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.	
E	<u>LABOUR CAMPS</u> The Contractor shall not be allowed to house labor on site. Allow for transporting workers to and from the site during the tenure of the contract.	
F	<u>MATERIALS FROM DEMOLITIONS</u> Any materials arising from demolitions and not re-used shall become the property of the Client. The Contractor shall allow in his rates the cost of transporting the demolished materials as directed by the PROJECT MANAGER.	
G	<u>PRICING RATES</u> The tenderer shall include for all costs in executing the whole of the works, including transport from stores, fixing, all to comply with the said Conditions of Contract. A tender which plus or minus 10% shall be considered as non-responsive.	
H	<u>TENDER SECURITY</u> <i>The tender must be accompanied by a tender security of Kshs..... or else the tender shall be disqualified.</i>	
	CARRIED TO SUMMARY	

PRELIMINARIES

Item No.	Description	Amount (Kshs)
A	<p><u>SECURITY</u></p> <p>The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.</p>	
B	<p><u>URGENCY OF THE WORKS</u></p> <p>The Contractor is notified that these “works are urgent” and should be completed within the period stated in these Particular Preliminaries.</p> <p>The Contractor shall allow in his rates for any costs he deems that he/she may incur by having to complete the works within the stipulated contract period.</p>	
C	<p><u>EXISTING SERVICES</u></p> <p>Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.</p>	
D	<p><u>TRANSPORT</u></p> <p>The contractor shall provide when required for site trips only a vehicle, to comfortably seat at least four (4) persons including maintained license,</p>	
E	<p><u>FIRM PRICE CONTRACT</u></p> <p>This is a firm (fixed) price contract. The contractor must allow for price changes during the contract period.</p>	
F	<p><u>PERFORMANCE BOND</u></p> <p>A bond of 5% of the contract sum will be required in accordance with clause 6.00 on award of contract of the Instructions to Tenderer's. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank.</p>	
G	<p><u>TENDER DOCUMENTS</u></p> <p>Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page STD/8</p>	
	CARRIED TO SUMMARY	

PRELIMINARIES

Item No.	Description	Amount (Kshs)
A	<p><u>DELIVERY OF TENDER</u></p> <p>Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents.</p> <p><i>Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the advertisement. Tenders delivered/received later than the above time will not be opened.</i></p>	
B	<p><u>VALUE ADDED TAX</u></p> <p>The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1st September,1993 which requires payment of VAT on all contracts. However,the contractor shall make provision for this in the individual rates as it will not be separately provided for in this document.</p> <p><u>PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT</u> The following are the insertions to be made in the appendix to the Contract Agreement: -</p> <p>A Period of Final Measurement 3 Months from Practical completion</p> <p>B Defects Liability Period 6 Months from practical completion</p> <p>C Date for Possession To be agreed with the Project Manager</p> <p>D Date for Completion To be agreed with the Project Manager</p> <p>E Liquidated and Ascertained At the rate of Kshs.1,000.00 per week or part thereof</p> <p>F <u>Prime cost sums for which the</u> The Contractor desires to tender _____</p> <p>G Period of Interim Certificates Monthly</p> <p>H Period of Honoring Certificates 30 days</p> <p>I Percentage of Certified Value Retained 10%</p> <p>J Limit of Retention Fund 10 %</p>	
	CARRIED TO SUMMARY	

PRELIMINARIES

Item No.	Description	Amount (Kshs)
1	<p><u>SPECIAL PRELIMINARIES</u></p> <p>Treasury circular No.5 of May 1974, instruction No.8 requires the Client Department responsible for the development project component (i.e. equipment, vehicle etc)</p> <p><u>The contractor to supply the following: -</u></p> <p>A Toner for HP color Laser jet CP4025 (4 color set of 5 no)</p> <p>B Toner for Samsung SCX-4623Fx</p> <p>C Toner for HP Laser jet 500 color MFP 575(CE 400A-403A) (4 color set of 5 no)</p> <p>D Photocopy papers A4 80g/m2 (super white) as 'Technis' or other equal and approved.</p> <p>E Desk Calculator as "CASIO" DJ-120T 12 Digit with two-way power.</p> <p>F A4 PVC Covers A4 (ream) in various colors (Conqueror) of 0.15mm thickness.</p> <p>G Embossed covers A4(ream) in various colors</p>	
	CARRIED TO SUMMARY	

PRELIMINARIES

Item No.	Description	Amount (Kshs)
2	<p><u>SPECIAL PRELIMINARIES</u></p> <p>Treasury circular No.5 of May 1974, instruction No.8 requires the Client Department responsible for the development project component (i.e. equipment, vehicle etc)</p> <p><u>The contractor to supply the following: -</u></p> <p>MOBILE PHONE AIRTIME FOR OFFICERS</p> <p>A Provide mobile phone airtime worth Kshs. 2,000/= per person per calendar month for 2No. Officers for the duration of contract.</p> <p>B Include a percentage sum for the contractor's cost and profit for the above..... 10%</p> <p><u>LUNCH FOR THE PROJECT TEAM</u></p> <p>C Provide 2No lunches per person at the rate of Kshs 1,000/= per fortnight (site inspection & site meetings) for 2No. Design team members during the duration of the contract.</p> <p>D Include a percentage sum for the contractor's cost and profit for the above..... 10%</p> <p><u>CLERK OF WORKS EXPENSES</u></p> <p>E Allow a sum of Kshs. for Clerk of Works expenses to be paid at the rate of Kshs. 1,000/= per day.</p> <p>F Include a percentage sum for the contractor's cost and profit for the above..... 10%</p>	
	CARRIED TO SUMMARY	

PRELIMINARIES

Item No.	Description	Amount (Kshs)
	<u>COLLECTION PAGE</u>	
	Total brought forward from page PP/01	
	Total brought forward from page PP/02	
	Total brought forward from page PP/03	
	Total brought forward from page PP/04	
	Total brought forward from page PP/05	
	Total brought forward from page PP/06	
	CARRIED TO SUMMARY	
BILL NO. I PRELIMINARIES ELEMENT NO. 01 PARTICULAR PRELIMINARIES		

PRELIMINARIES

Item No.	Description	Amount (Kshs)
A	<u>GENERAL PRELIMINARIES</u>	
	<u>PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES</u> Prices shall be inserted against items of Preliminaries in the Contractor's priced bills of Quantities and Specification but not in the unit rates	
B	<u>ABBREVIATIONS</u> Throughout the Bills, unites of measurement and terms are abbreviated and shall be interpreted as follows: -	
	<div>C.M. Shall mean cubic meter</div> <div>S.M Shall mean square meter</div> <div>L.M. Shall mean linear meter</div> <div>M.M Shall mean Millimeter</div> <div>Kg. Shall mean Kilogram</div> <div>No. Shall mean Number</div> <div>Prs. Shall mean Pairs</div> <div>B.S. Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I.,England.</div> <div>Ditto Shall mean the whole of the preceding description except as qualified in the description in which it occurs.</div> <div>m.s. Shall mean measured separately.</div> <div>a.b.d Shall mean as before described.</div>	
	CARRIED TO SUMMARY	

PRELIMINARIES

Item No.	Description	Amount (Kshs)
A	<p><u>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</u></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 standard scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub-Contractor's work and being responsible for the accuracy of the same.</p>	
B	<p><u>Fix Only: -</u></p> <p>"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>	
C	<p><u>EMPLOYER</u></p> <p><i><u>The "Employer" is the GORVENOR- MANDERA COUNTY GOVERNMENT</u></i></p> <p>The term "Employer" and "Client" wherever used in the contract document shall be synonymous</p>	
D	<p><u>PROJECT MANAGER</u></p> <p>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 Client.</p>	
E	<p><u>ARCHITECT</u></p> <p>The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Department of Public Works, P.O. Box 49, MANDERA</p>	
F	<p><u>QUANTITY SURVEYOR</u></p> <p>The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Department of Public Works, P.O. Box 49, MANDERA.</p>	
G	<p><u>ELECTRICAL ENGINEER</u></p> <p>The term "Electrical engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Department of Public Works.</p>	
	CARRIED TO SUMMARY	

PRELIMINARIES

Item No.	Description	Amount (Kshs)
A	<u>MECHANICAL ENGINEER</u>	
	The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Department of Public Works.	
B	<u>STRUCTURAL ENGINEER</u>	
	The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is Department of Public Works.	
C	<u>FORM OF CONTRACT</u>	
	The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works (2000 Edition). A copy of which is available at the Department of Public Works – MANDERA.	
D	<u>CONDITIONS OF CONTRACT</u>	
	These are numbered from 1 – 37 and are contained in the above-named document. Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of quantities.	
E	<u>BOND</u>	
	The Contractor shall find and submit an approved bank and who will be willing to be bound to the client 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 MANAGER and who will when and if called upon, sign and Bond to that effect on the relevant standard form included herein. (Without the addition of any limitations) on the same day as the contract Agreement is signed, by the Government, the Contractor shall furnish within seven days another Surety to the approval of the Government.	
F	<u>PLANTS, TOOLS AND VEHICLES</u>	
	Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.	
G	<u>TRANSPORT</u>	
	Allow for transport of workmen, materials from stores, etc. to and from the site at such hours and by such routes as may be permitted by the competent authorities.	
		CARRIED TO SUMMARY

PRELIMINARIES

Item No.	Description	Amount (Kshs)
<p>A</p> <p><u>MATERIALS AND WORKMANSHIP</u></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> <p>B</p> <p><u>SIGN FOR MATERIALS SUPPLIED</u></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 MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER.</p> <p>C</p> <p><u>STORAGE OF MATERIALS</u></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>D</p> <p><u>SAMPLES</u></p> <p>The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expenses of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Public Works.</p> <p>The procedure for submitting samples or materials for testing and the method of making 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-contractor's work.</p>	<p>CARRIED TO SUMMARY</p>	

PRELIMINARIES

Item No.	Description	Amount (Kshs)
<p>A</p>	<p><u>GOVERNMENT ACTS REGARDING WORK PEOPLE ETC.</u></p> <p>Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labor and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople.</p> <p>The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labor, labor camps, passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organization of the works, supply and control of labor, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.</p>	
<p>B</p>	<p><u>SECURITY OF WORKS ETC.</u></p> <p>The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and protection of the public.</p>	
<p>C</p>	<p><u>PUBLIC AND PRIVATE ROADS</u></p> <p>Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from the consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER.</p>	
<p>D</p>	<p><u>EXISTING PROPERTY</u></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 expenses to the satisfaction of the PROJECT MANAGER.</p>	
<p>E</p>	<p><u>VISIT SITE AND EXAMINE DRAWINGS</u></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 his tender. No claim arising from his failure to comply with this recommendation will be considered.</p>	
	<p style="text-align: right;">CARRIED TO SUMMARY</p>	

PRELIMINARIES

Item No.	Description	Amount (Kshs)
A	<p><u>ACCESS TO SITE AND TEMPORARY ROADS</u></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.</p>	
B	<p><u>AREA TO BE OCCUPIED BY THE CONTRACTOR</u></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>	
C	<p><u>OFFICE, ETC. FOR THE PROJECT MANAGER</u></p> <p>The Contractor shall provide, erect and maintain where direct on site and afterwards dismantle the site office of the type noted in the Particular Preliminaries, complete the Furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and tow keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works.</p> <p><i>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.</i></p>	
D	<p><u>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</u></p> <p>The Contractor shall provide t his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his won 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>	
E	<p><u>SANITATION OF THE WORKS</u></p> <p>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 style="text-align: right;">CARRIED TO SUMMARY</p>	

PRELIMINARIES

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

PRELIMINARIES

Item No.	Description	Amount (Kshs)
A	<p><u>ADJUSTMENT OF PROVISIONAL SUMS</u></p> <p>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER'S order added to the Contract Sum. Such work shall be valued as described for Variations in Conditions No. 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 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><u>NOMINATED SUB-CONTRACTORS</u></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. 20 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".</p>	
C	<p><u>DIRECT CONTRACTS</u></p> <p>Notwithstanding the foregoing conditions, the client reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sums in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.</p>	
D	<p><u>ATTENDANCE UPON OTHER TRADESMEN, ETC.</u></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, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for any making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p>	
	CARRIED TO SUMMARY	

PRELIMINARIES

Item No.	Description	Amount (Kshs)
<p>A</p>	<p><u>INSURANCE</u></p> <p>The Contractor shall insure as required in Condition Nos. 22 and 23 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificates that the provision of the foregoing Insurance Clauses has 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>	
<p>B</p>	<p><u>PROVISIONAL WORK</u></p> <p>All work described as "Provisional" in these Bills of Quantities is subject to re-measurement in order to ascertain in actual quality executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER.</p> <p>Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expenses.</p>	
<p>C</p>	<p><u>ALTERATIONS TO BILLS, PRICING, ETC.</u></p> <p>Any un-authorized alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.</p>	
<p>D</p>	<p><u>BLASTING OPERATIONS</u></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 sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.</p>	
	<p style="text-align: right;">CARRIED TO SUMMARY</p>	

PRELIMINARIES

Item No.	Description	Amount (Kshs)
A	<p><u>MATERIALS ARISING FROM EXCAVATIONS</u></p> <p>Materials of any kind obtained from the excavations shall be the property of the client. 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><u>PROTECTION OF THE WORKS</u></p> <p>Provide protection of the whole of the works contained in the Bill 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><u>REMOVAL OF RUBBISH ETC.</u></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><u>WORKS TO BE DELIVERED UP CLEAN</u></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 works and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER.</p>	
E	<p><u>FIRM PRICE CONTRACT</u></p> <p>Unless otherwise specifically stated in the Particular Preliminaries this is a firm price Contract.</p> <p>The contractor must allow in his tender rates for any increase in the cost of labor and materials during the construction period.</p>	
F	<p><u>GENERAL SPECIFICATION.</u></p> <p>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 Public Works 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>	
	CARRIED TO SUMMARY	

PRELIMINARIES

Item No.	Description	Amount (Kshs)
<p>A</p>	<p><u>TRAINING LEVY</u></p> <p>The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 3% of the contract sum on all contracts of more than Kshs.50,000.00 in value.</p>	
<p>B</p>	<p><u>MATERIALS ON SITE</u></p> <p>All materials for incorporation in the work 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>	
<p>C</p>	<p><u>HOARDING</u></p> <p>The Contractor shall enclose the site or part of the works under construction with a hoarding 2400mm high consisting of iron sheets on 100x50mm timber posts firmly secured at 1800mm centers with two 75x50mm timber rails approximately 300m. Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.</p>	
<p>D</p>	<p><u>CONTRACTOR'S SUPERINTENDENCE / SITE AGENT</u></p> <p>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.</p> <p>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>	
	<p style="text-align: right;">CARRIED TO SUMMARY</p>	

Item No.	Description	Amount (Kshs)
	<u>COLLECTION PAGE</u>	
	Total brought forward from page GP/09	
	Total brought forward from page GP/10	
	Total brought forward from page GP/11	
	Total brought forward from page GP/12	
	Total brought forward from page GP/13	
	Total brought forward from page GP/14	
	Total brought forward from page GP/15	
	Total brought forward from page GP/16	
	Total brought forward from page GP/17	
	Total brought forward from page GP/18	
	Total brought forward from page GP/19	
	CARRIED TO SUMMARY	
BILL NO. I PRELIMINARIES ELEMENT NO. 02 GENERAL PRELIMINARIES		

PRELIMINARIES

Item No.	Description	Amount (Kshs)
<div>Item No.</div> <div>1</div> <div>2</div> <div></div> <div></div>	<div>BILL NO. I</div> <div>PRELIMINARIES</div> <div>BILL SUMMARY - PRELIMINARIES</div>	<div>Amount</div>
	PARTICULAR PRELIMINARIES	
	GENERAL PRELIMINARIES	
	CARRIED TO SUMMARY	
	BILL NO. I PRELIMINARIES	

Item No.	Description	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
	<u>ELEMENT NO. 01</u>				
	<u>SUBSTRUCTURES (ALL PROVISIONAL)</u>				
	<u>GROUNDWORKS</u>				
	<u>Site Preparations</u>				
A	Clear site of all shrubs, grass, undergrowth and the like and burn arisings on site	SM	42		
	<u>Excavations</u>				
B	Excavate pit for column bases depth not exceeding 1.50m commencing from reduced levels.	CM	11		
C	Excavate trench for strip footings depth not exceeding 1.50m commencing from reduced levels.	CM	90		
D	Extra over excavations for excavation in rock	CM	10		
	<u>MAINTENANCE OF EXCAVATIONS</u>				
E	Allow for maintaining sides of all excavations by plankin and strutting or other means as required. Additional works caused by the collapse of excavations through inadequate planking and strutting or removal of ground or rain water from excavations will be at the Contractors expense.	Item			
F	Allow for keeping the excavations and works free from all water, including spring, storm and any other running water, by pumping or other means as required.	Item			
	<u>DISPOSAL OF EXCAVATED MATERIAL</u>				
G	Return, fill and ram selected excavated material around foundations or to make up levels : compact in layers not exceeding 150mm thick	CM	89		
H	Load and cart away surplus excavated material from site to dump site approved by local authority	CM	12		
	CARRIED TO COLLECTION PAGE				

Item No.	Description	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
	<u>SOIL AND HARDCORE FILLINGS</u>				
A	300mm Thick approved imported hardcore fill material in raising levels handpacked, well rammed, watered and well compacted in 150mm layers all to Engineer's direction and satisfaction.	SM	40		
B	50mm Thick murrum blinding to surfaces of hardcore	SM	40		
	<u>ANTI - TERMITE TREATMENT</u>				
C	Gladiator or equal and approved chemical anti termite treatment executed complete by an approved specialist under a ten (10) year guarantee to bases of excavations applied at a rate of 7 litres per square metre	SM	42		
	<u>DAMP PROOF MEMBRANE</u>				
D	1000 gauge polythene or other equal and approved damp proof membrane laid under surface bed with 300mm side and end laps (measured net no allowance made for laps)	SM	42		
	<u>BRC FABRIC MESH REINFORCEMENT</u>				
E	Steel wire fabric mesh reinforcement to B.S 4483 (Ref:A142 weighing 2.22kg/m2) in concrete bed or wall (measured net-no allowance made for minimum of 225mm laps) including tying and supporting as required	SM	42		
	<u>CONCRETE</u>				
	<u>PLAIN MASS CONCRETE (CLASS 15)</u>				
F	50mm Thick blinding under column bases	SM	9		
G	Ditto under strip footings	SM	13		
	<u>VIBRATED REINFORCED CONCRETE (CLASS 25)</u>				
H	Column bases	CM	2		
I	Column	CM	1		
	CARRIED TO COLLECTION PAGE				

Item No.	Description	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
A	Strip footings	CM	3		
B	100mm Thick floor slab laid on damp proof membrane (measured separately) in bays not exceeding 36 square metres including formwork to edge of bays	SM	42		
	<u>REINFORCEMENT</u>				
	<u>Square twisted high tensile steel bar reinforcement to B.S. 4461 and K.S. 02-22:1976</u>				
C	10mm Bars	Kg	110		
D	8mm Bars	Kg	75		
	<u>SAWN TIMBER FORMWORK</u>				
E	Vertical sides of column bases	SM	6		
F	Vertical sides of columns	SM	9		
G	Vertical sides of strip footings	SM	9		
H	Edges of ground floor slab height exceeding 75mm but not exceeding 150mm	Lm	22		
	<u>FOUNDATION WALLING</u>				
	<u>Approved quarry hand dressed natural stone foundation wall bedded and jointed in cement and sand (1:3) mortar and reinforced every alternate course with hoop iron</u>				
I	200mm Thick foundation walls	SM	28		
	<u>PLINTH TREATMENT</u>				
J	12mm thick cement/sand (1:4) render to plinth	SM	11		
K	Prepare and apply three coats black Bituminous paint on rendered plinth	SM	11		
	<u>EXPANSION JOINTS</u>				
L	25mm Thick 'Flexcell' or other equal and approved expansion joint filler with 10 year guarantee including all necessary formwork	SM	4		
	CARRIED TO COLLECTION PAGE				

Item No.	Description	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
	<u>COLLECTION PAGE</u>		PAGE		
	Total brought forward from page		GH01		
	Total brought forward from page		BW02		
	Total brought forward from page		BW03		
	CARRIED TO SUMMARY				
	BILL NO. II ELEMENT NO. 01 SUBSTRUCTURES				

Item No.	Description	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
A	<u>ELEMENT NO. 03</u>				
	<u>SUPERSTRUCTURE WALLING</u>				
	<u>DAMP PROOF COURSES</u>				
	Approved horizontal damp proof course to B.S. 743 laid under walling (measured net - no allowance made for laps) including leveling bed				
A	200mm Wide	LM	22		
B	<u>WALLING</u>				
	<u>EXTERNAL WALLING</u>				
	Machine cut Ngong blue stone walling bedded and jointed in cement and sand (1:3) mortar and reinforced every alternate course with hoop iron				
	200mm Thick wall	SM	87		
C	<u>INTERNAL WALLING</u>				
	Machine cut Ngong blue stone walling bedded and jointed in cement and sand (1:3) mortar and reinforced every alternate course with hoop iron				
	200mm Thick wall	SM	-		
	<u>PRECAST CONCRETE LOUVER BLOCKS</u>				
D	200mm thick walling	SM	1		
CARRIED TO SUMMARY					
BILL NO. II					
ELEMENT NO. 03					
SUPERSTRUCTURE WALLING					

Item No.	Description	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
	ELEMENT NO. 04				
	<u>ROOF STRUCTURE, COVERING & RAINWATER GOODS WATERPROOFING</u>				
	<u>Sika 1 or other equal and approved waterproofing compound; to B.S 6920; Applied in strict accordance with the Manufacturer's printed instructions; at the minimum rate of 9 litres per cubic metres ; including issuing a Twenty (20) year guarantee</u>				
A	Applied to suspended roof slabs	Lm	42		
	<u>RAIN WATER GOODS (ALL PROVISIONAL)</u>				
H	150mm diameter UPVC gutter fixed to fascia board with all it's necessary parts.	Lm	22		
I	100mm diameter UPVC down pipe in duct or fixed to wall with and including approved holderbats at 1200mm centres	Lm	8		
J	Exta over down pipe for swan neck	No.	2		
K	Ditto horse shoe	No.	2		
L	Ditto bend	No.	2		
	<u>ROOF FINISHING</u>				
	<u>The following in eaves boarding</u>				
M	15mm concrete molding to facia; to Architects approvals	Lm	22		
N	100 x 25mm Tongued and grooved wrot cypress or any other equal and approved softwood boarding nailed to brandering (measured separately)	SM	318		
O	25 x 300mm Wrot, treated cypress fascia or barge board	Lm	119		
	<u>Knot, prime and stop, prepare and apply one undercoats and two finishing coats "Crown Solo" or any other equal and approved gloss paint on wood work</u>				
P	General surfaces of woodwork	SM	318		
Q	Surfaces girth exceeding 200mm but not exceeding 300mm	Lm	119		
	CARRIED TO SUMMARY				
	BILL NO. II				
	ELEMENT NO. 04				
	ROOF STRUCTURE, COVERING & RAINWATER GOODS				

Item No.	Description	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
	<u>ELEMENT NO. 5</u>				
	<u>WINDOWS</u>				
	<u>WINDOW CILLS</u>				
A	250 x 75mm Thick precast concrete (1:2:4) sunk, weathered and throated window cill cast in convenient lengths, reinforced as necessary, bedded, jointed and pointed in gauged mortar and finished smooth on all exposed surfaces, with 10mm drip and with 0.25mm thick polythene DPM.	Lm	6		
	<u>WINDOW BOARDS</u>				
B	25 x 6mm Galvanised metal water bar grouted in groove in concrete cill	Lm	6		
	<u>MILD STEEL CASEMENT WINDOWS</u>				
	<u>Supply, assemble and fix the following purpose made steel casement windows with standard Z-Section including one coat of red oxide primer by the manufacturer, building in lugs to jambs, plugging and screwing to head or cill, bedded all round in cement and sand (1:3) mortar and pointing one side in mastic, and complete with bronze handles ,peg stays and all other necessary ironmongery, and oiling, easing and adjusting all strictly as per Architect's Window Schedule</u>				
C	Curved window size 3100mm x 1800mm high ditto	No.	2		
D	Window size 1000mm x 1200mm high ditto (W02)	No.	1		
E	Window size 1800mm x 1200mm high ditto (W03)	No.	11		
	<u>GLAZING</u>				
F	4mm Thick ordinary sheet glass and glazing to metal with putty in panes not exceeding 0.50 square metres	Lm	11		
	CARRIED TO COLLECTION PAGE				

Item No.	Description	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
A	FLOOR FINISHES				
	<u>Cement and sand (1:3) screed trowelled hard and smooth with steel trowel</u>				
	32mm Bed laid to receive ceramic floor tiles	SM	42		
B	CERAMIC TILE WORK				
	<u>Coloured ceramic floor tiles fixed to screed backing (measured separately) with and including approved adhesive and pointed with coloured anti fungal grout</u>				
B	300 x 300 x 10mm Thick ceramic floor tiles as "SAJ" or any other equal and approved	SM	42		
	10 x 100mm High skirting	Lm	18		
CARRIED TO COLLECTION PAGE					

Item No.	Description	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
A	<u>INTERNAL WALL FINISHES</u>				
	<u>PLASTER AND PAINTWORK</u>				
	12mm (minimum) Two coat lime plaster comprising 9mm first coat of cement and sand (1:4) and 3mm second coat of cement and sand lime putty on walls finished smooth with a steel trowel on concrete or stone walls	SM	18		
B	<u>PAINT WORK AND DECORATIONS</u>				
	Prepare and apply one undercoat and three coats of "Crown Solo" or equal and approved silk vinyl emulsion paint on plastered walls internally	SM	18		
CARRIED TO COLLECTION PAGE					

Item No.	Description	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
	<u>ELEMENT NO. 8</u>				
	<u>BUILDER'S WORK IN CONNECTION (BWIC) WITH SERVICES</u>				
	<u>Plumbing, Drainage and Mechanical Installations</u>				
A	Inspect all drawings and Bills of Quantities for Plumbing, Drainage and Mechanical Installations and allow for all Builder's work associated with the installations; including cutting away and making good after installing a concealed drainage system; including cutting or leaving all holes notches, mortices, sinkings and chases in both the structure and its coverings; including but not limited to forming recess in masonry	ITEM			
	<u>Electrical Services Installations</u>				
B	Inspect all drawings and Bills of Quantities for Electrical Installations and allow for all Builder's work associated with the Electrical installations, including cutting away for and making good after Electrician installing a concealed conduit system including cutting or leaving all holes notches, mortices, sinkings and chases in both the structure and its coverings; including but not limited to forming recess in masonry	ITEM			
	CARRIED TO SUMMARY				
	BILL NO. II ELEMENT NO. 08 BUILDER'S WORK IN CONNECTION WITH SERVICES				

Item No.	Description	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
BILL NO. II					
MAIN WORKS SUMMARY					
Item No.	ELEMENT NO.		PG No.		Amount
1	SUBSTRUCTURES		GH04		
2	REINFORCED CONCRETE SUPERSTRUCTURES		GH05		
3	WALLING		GH06		
4	ROOFING AND RAINWATER DISPOSAL		GH07		
5	WINDOWS		GH12		
6	DOORS		GH15		
7	FINISHES		GH18		
8	BUILDER'S WORK IN CONNECTION WITH SERVICES		GH19		
CARRIED TO GRAND SUMMARY				KES	
BILL NO. II GUARD HOUSE					

Proposed Cabro Works, Landscaping And Peremeter Fence At Mandera Technical Training Institute - Mandera East Subcounty

Item No.	Description	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
	<u>NATURAL STONE AND MILD STEEL FENCE</u>				
	<u>Site Preparations</u>				
A	Clear site of all shrubs, grass, undergrowth and the like and burn arisings on site	SM	116		
B	Excavate trench for strip footings depth not exceeding 1.50m commencing from reduced levels.		58		
C	Excavate pit for bases depth not exceeding 1.50m commencing from reduced levels.		37		
	<u>DISPOSAL OF EXCAVATED MATERIAL</u>				
D	Return, fill and ram selected excavated material around foundations or to make up levels : compact in layers not exceeding 150mm thick	CM	105		
E	Load and cart away surplus excavated material from site to dump site approved by local authority	CM	70		
	<u>CONCRETE</u>				
	<u>PLAIN MASS CONCRETE (CLASS 15)</u>				
F	50mm Thick blinding under column bases	SM	37		
G	Ditto under strip footings	SM	58		
	<u>VIBRATED REINFORCED CONCRETE (CLASS 25)</u>				
H	Column bases	CM	7		
I	Column	CM	3		
	<u>REINFORCEMENT</u>				
	<u>Square twisted high tensile steel bar reinforcement to B.S. 4461 and K.S. 02-22:1976</u>				
J	10mm Bars	Kg	410		
K	8mm Bars	Kg	192		
	CARRIED TO COLLECTION PAGE				

Item No.	Description	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
	<u>SAWN TIMBER FORMWORK</u>				
A	Vertical sides of column bases	SM	25		
B	Vertical sides of columns	SM	39		
C	Vertical sides of strip footings	SM	39		
	<u>WALLING</u>				
	<u>Approved quarry hand dressed natural stone foundation wall bedded and jointed in cement and sand (1:3) mortar and reinforced every alternate course with hoop iron</u>				
D	Foundation; 200mm Thick foundation walls	SM	49		
E	Superstructure; 200mm Thick foundation walls	SM	146		
	<u>PLINTH TREATMENT</u>				
F	12mm thick cement/sand (1:4) render to plinth	SM	29		
G	Prepare and apply three coats black Bituminous paint on rendered plinth	SM	29		
	<u>EXPANSION JOINTS</u>				
H	25mm Thick 'Flexcell' or other equal and approved expansion joint filler with 10 year guarantee including all necessary formwork	SM	19		
	<u>COPING</u>				
I	75 x 250 mm Saddle back coping stone weathered and throated both sides	lm	81		
J	75 x 550 mm Saddle back coping stone weathered and throated both sides	lm	31		
	CARRIED TO COLLECTION PAGE				

Item No.	Description	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
	<u>MAIN ENTRANCE GATE AND SHEAR WALL PORCH</u>				
	<u>Site Preparations</u>				
A	Clear site of all shrubs, grass, undergrowth and the like and burn arisings on site	SM	22		
B	Excavate pit for bases depth not exceeding 1.50m commencing from reduced levels.		13		
	<u>DISPOSAL OF EXCAVATED MATERIAL</u>				
C	Return, fill and ram selected excavated material around foundations or to make up levels : compact in layers not exceeding 150mm thick	CM	8		
D	Load and cart away surplus excavated material from site to dump site approved by local authority	CM	27		
	<u>CONCRETE</u>				
	<u>PLAIN MASS CONCRETE (CLASS 15)</u>				
E	50mm Thick blinding under bases	SM	26		
	<u>VIBRATED REINFORCED CONCRETE (CLASS 25)</u>				
G	Column bases	CM	5		
H	Beams	CM	6		
H	200mm Thick shear wall; substructure	SM	13		
H	200mm Thick shear wall; superstructure	SM	132		
H	100mm Thick suspended slab	CM	165		
	CARRIED TO COLLECTION PAGE				

Item No.	Description	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
<u>REINFORCEMENT</u>					
	Square twisted high tensile steel bar reinforcement to B.S. 4461 and K.S. 02-22:1976		5150		
A	20mm Bars	Kg	4,150		
		Kg			
B	18mm Bars	kg	3,830		
	12MM BARS				
<u>SAWN TIMBER FORMWORK</u>					
C	Vertical sides of bases	SM	26		
D	Vertical sides of shear wall	SM	264		
E	Vertical sides of strip footings	SM	41		
F	Vertical sides of beams	SM	76		
G	Soffits of suspended slabs	SM	65		
H	edgess of suspended slabs n.e 175mm	Lm	51		
<u>WALLING</u>					
	Approved hollow block wall bedded and jointed in cement and sand (1:3) mortar and reinforced every alternate course with hoop iron				
I	200mm Thick hollow block walling	SM	31		
<u>PLINTH TREATMENT</u>					
J	12mm thick cement/sand (1:4) render to plinth	SM	9		
K	Prepare and apply three coats black Bituminous paint on rendered plinth	SM	9		
<u>EXPANSION JOINTS</u>					
L	25mm Thick 'Flexcell' or other equal and approved expansion joint filler with 10 year guarantee including all necessary formwork	SM	4		
CARRIED TO COLLECTION PAGE					

Item No.	Description	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
	<u>MOULDING</u>				
A	Concrete molding; to Architects approvals	LM	51		
B	Mashrabiya; to Architects approvals	SM	612		
	<u>SIGNAGE</u>				
C	3D Signage at the Main gate entrance; to Architects Approvals with electricity connection	Item	1		
	<u>STEEL DOORS</u>				
D	<u>Supply, assemble and fix the following purpose made standard section steel doors complete with frames to comply to B.S.990,obtained from an approved manufacturer, primed with red oxide primer before delivery to site complete with, hinges, handles, catches, heavy duty tower bolts and building in lugs to concrete or masonry jambs or heads.</u>				
E	Single leaf door overall size 1000mm x 2100 mm	NO	2		
F	Prepare, prime with "Crown" or equal and approved zinc plumbate primer and paint one undercoat and two gloss finishing coats of "Crown Super Gloss" or equal and approved oil paint on surfaces of metal doors	SM	4		
	<u>RENDERS AND PAINTS</u>				
	<u>Cement and sand (1:5) external rendering finished with a wood float</u>				
G	12mm Cement and sand (1:5) external rendering finished with a wood float on brick walling or concrete surfaces	SM	264		
	<u>FINISHING</u>				
H	Prepare and apply one undercoat and three coats of "Crown Solo" or equal and approved Hi Matt Vinyl emulsion paint on plastered concrete surfaces	SM	264		
	CARRIED TO COLLECTION PAGE				

Item No.	Description	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
A	<u>GATE</u>				
	5000 x 3000mm high mild steel double gate each leaf comprising 50 x 50 x 3mm thick RHS frame all round, painted 2 mm thick metal sheet welded between 50 x 50 hollow mild steel frame, 25 x 25 x 3mm decorative steel RHS upright bars at 150mm c/c to details infilled with 25mm thick timber including hanging gates to RHS post (m/s) fixed to stone piers with fishtailed holdfast 50 x 6mm quadrant plate at 900mm centre and fixed to ground with fishtailed holderfast bedded in concrete and applying one coat red oxide prime and apply three coats gloss oil paint	No.	2		
B	1200 x 2400mm high single wicket/pedestral gate ditto	No.	1		
C	100 x 100 x 6mm thick mild steel SHS post fixed to stone pier (m/s)	Lm	32		
CARRIED TO COLLECTION PAGE					

Item No.	Description	Unit	Quantity	Rate (Kshs)	Amount (Kshs)
<u>MAIN WORKS SUMMARY</u>					
<u>Item No.</u>	<u>ELEMENT NO.</u>		<u>PG No.</u>		Amount
1	NATURAL STONE AND MILD STEEL FENCE		GH04		
2	MAIN ENTRANCE GATE AND SHEAR WALL PORCH		GH08		
CARRIED TO GRAND SUMMARY				KES	
BILL NO. III FENCE - MAIN ENTRANCE GATE					

Proposed Cabro Works, Landscaping And Peremeter Fence At Mandera Technical Training Institute - Mandera East Subcounty

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>ELEMENT NO. 01</u>				
	<u>ROADS AND CAR PARKS</u>				
	<u>(ALL PROVISIONAL)</u>				
	<u>EARTHWORKS</u>				
A	Excavate to remove black cotton soil depth not exceeding 1.50m deep commencing from existing ground level, load and cart away surplus excavated material from site to Local Authority approved dump site	CM	615		
B	Extra over excavations for excavation in rock	CM	123		
C	Allow for keeping all excavations and works free from all water, including spring and running water, by pumping or other means as required.	Item			
D	Allow for maintaining sides of all excavations by planking and strutting or other means as required. Additional works caused by the collapse of excavations through inadequate planking and strutting or removal of ground or rain water from all excavations will be at the Contractors expense.	Item			
	<u>ROAD SUBGRADE AND WEARING COURSE</u>				
E	Approved quality weed killer spread at the rate of 7 litres per square metre under roads.	SM	2,050		
F	Grade bottoms of excavation or surface of filling to falls and crossfalls including rolling and compacting to 100% M.D.D. standard compaction.	SM	2,050		
	CARRIED TO COLLECTION PAGE				

Proposed Cabro Works, Landscaping And Peremeter Fence At Mandera Technical Training Institute - Mandera East Subcounty

Item No.	Description	Unit	Quantity	Rate	Amount
A	Selected approved imported subgrade fill material deposited as directed and compacted to 95% M.D.D. AASHTO T99 in layers not exceeding 300mm to Civil Engineer's approval	CM	615		
B	150mm Thick approved murram sub base consolidated and compacted to engineers's approval (minimum CBR 30%)	SM	2,050		
C	150mm Thick approved handpacked stone or crusher run base compacted to Civil Engineer's specifications	SM	2,050		
D	50mm Thick approved sand bed laid to receive paving blocks (measured separately)	SM	2,050		
	<u>PAVING BLOCKS</u>				
E	80mm Thick heavy duty (35N/mm ²) precast concrete paving blocks as "Bamburiblox Interlock" or any other equal and approved, laid on sand bed (measured separately), jointed with sand and mechanically vibrated all to Engineer's approval	m ²	2,050		
	<u>ROAD FURNITURE</u>				
F	Precast concrete Grade 20 kerb size 125 x 250mm to B.S. 340 type A finished fair on all exposed surfaces with one rounded and chamfered edge bedded, jointed and pointed in cement mortar (1:3) laid on and including 100 x 300mm plain concrete (1:3:6) - 40mm foundation haunched upon one side including all necessary formwork.	m	285		
G	Precast concrete (Grade 20) channel size 125 x 100mm bedded, jointed and pointed in cement mortar (1:3) laid on and including 375 x 150mm plain concrete (1:3:6) - 40mm foundation haunched up on both sides including all necessary formwork.	Lm	285		
	CARRIED TO COLLECTION PAGE				

Proposed Cabro Works, Landscaping And Peremeter Fence At Mandera Technical Training Institute - Mandera East Subcounty

Item No.	Description	Unit	Quantity	Rate	Amount
	<u>COLLECTION PAGE</u>		<u>PG No.</u>		
	Total brought forward from page		CW/01		
	Total brought forward from page		CW/02		
	CARRIED TO GRAND SUMMARY				
	BILL NO. IV CABRO WORKS				

Proposed Cabro Works, Landscaping And Peremeter Fence At Mandera Technical Training Institute - Mandera East Subcounty

Item No.	Description	Unit	Quantity	Rate	Amount
A	<u>LANDSCAPING</u>				
	<u>(ALL PROVISIONAL)</u>				
	<u>EARTHWORKS</u>				
	Excavate to remove black cotton soil avarage depth 150mm deep commencing from existing ground level, load and cart away surplus excavated material from site	SM	3,190		
B	<u>GRASS</u>				
	Approved quality weed killer spread at the rate of 7 litres per square metre under roads.	SM	3,190		
C	Zimbabwe grass or any other equal and approved; with manure fatilizer and red soil subbase; to Architects approvals	SM	3,190		
	CARRIED TO GRAND SUMMARY				
	BILL NO. V				
	LANDSCAPING				

Proposed Cabro Works, Landscaping And Peremeter Fence At Mandera Technical Training Institute - Mandera East Subcounty

[illegible]

PROPOSED CABRO WORKS, LANDSCAPING AND PEREMETER FENCE AT MANDERA TECHNICAL TRAINING INSTITUTE - MANDERA EAST SUBCOUNTY				
GRAND SUMMARY				
BILL No.	BILL NAME	PG No.	AMOUNT (Kshs)	OFFICIAL USE
01	GENERAL & PARTICULAR PRELIMINARIES	P/23		
02	GUARD HOUSE	B/14		
03	FENCE	B/14		
04	CABRO WORKS	B/14		
05	LANDSCAPING	B/14		
06	PC & PROVISIONAL SUMS	PC/1	3,000,000	3,000,000
	SUB TOTAL 01			
	ADD 16% VAT			
	TOTAL CARRIED TO FORM OF TENDER			
Total amount in words : Kenya Shillings : 				
<hr/> <hr/>				
<hr/>				
SIGNED:- FOR AND ON BEHALF OF :- TENDERER :-				
WITNESS :-				
SIGNATURE : _____ SIGNATURE : _____				
NAME : _____ NAME : _____				
ADRESS : _____ ADRESS : _____				
DATE : _____ DATE : _____				