

**REPUBLIC OF KENYA**



**MANDERA COUNTY GOVERNMENT**

**PROPOSED DOLOLO DISPENSARY BLOCK IN MANDERA  
SOUTH SUB COUNTY  
IN**

**MANDERA COUNTY**

**TENDER DOCUMENTS**

**TENDER NO: ..... MCG/OT/52/2020-2021.....**

**IFMIS NEGOTIATION NUMBER: 853310**

**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/52/2020-2021**

**Tender Name: PROPOSED DOLOLO DISPENSARY BLOCK IN MANDERA SOUTH SUB COUNTY**

The Mandera *County Government* invites sealed PROPOSED DOLOLO DISPENSARY BLOCK IN MANDERA SOUTH 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](mailto: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](http://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](http://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 MEDICAL SERVICES**

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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 <b>Tuesday 9th March 2021 at 10.00 Am</b></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	<b>Mandatory (Yes/No)</b>								
2	Form of tender duly filled, signed and stamped	<b>Mandatory (Yes/No)</b>								
3	The form of power of attorney shall be duly filled, signed and stamped	<b>Mandatory (Yes/No)</b>								
4	Bid Security (2% of tender sum from a reputable bank or insurance firm)	<b>Mandatory (Yes/No)</b>								
5	Must submit a self-declaration that the person/ tenderer will not engage in any corrupt or fraudulent practice.	<b>Mandatory (Yes/No)</b>								
6	Must submit a self-declaration that the person/ tenderer/firm is not debarred	<b>Mandatory (Yes/No)</b>								

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

**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**

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



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

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

#### **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 – HEALTH SERVICES**  
 Cell phone: .....  
 E-mail:/Fax: .....

Name of Alternative Representative: **Chief Officer – MEDICAL SERVICES**  
 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 DOLOLO DISPENSARY BLOCK IN MANDERA SOUTH SUB COUNTY**

**1.2 The works consist of: PROPOSED DOLOLO DISPENSARY BLOCK IN MANDERA SOUTH 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 DOLOLO DISPENSARY BLOCK IN MANDERA SOUTH 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 DOLOLO DISPENSARY BLOCK IN MANDERA SOUTH SUB COUNTY MCG/OT/52/2020-2021

(*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 of .....20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the 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 of .....20.....in the matter of Tender No.....of  
 .....20...

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

SIGNED  
 Board Secretary

# 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 DOLOLO DISPENSARY BLOCK IN MANDERA SOUTH 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 deponed to herein above is true to the best of my knowledge, information  
and belief.

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

Bidder Official Stamp

## 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**

**BILLS OF QUANTITIES FOR THE PROPOSED DOLOLO DISPENSARY  
BLOCK IN MANDERA SOUTH SUB COUNTY.**

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**BILLS OF QUANTITIES FOR THE PROPOSED DOLOLO DISPENSARY BLOCK IN  
MANDERA SOUTH SUB COUNTY.**

**Supplied As Part Of The Contract For The Proposed DOLOLO dispensary Block In Mandera  
South Sub County.**

Issued by: -

**County Executive Officer,  
Ministry of Health Services,  
P. O. Box 13,  
MANDERA**

The contract for the above-mentioned works entered into this ..... day of .....2017 by undersigned refers to these Bills of Quantities and the Ministry of Public works General Specification dated March, 1976 (together with any amendments issued thereto) shall be read and construed as part of the said contract.

.....  
**Contractor**

.....  
**CEO – Health Services  
MANDERA COUNTY GOVERNMENT**

Date: .....

Date: .....

**SPECIAL NOTES**

The contractor is required to check the numbers of the pages of these Bills of Quantities and should he find any missing or in duplicate or figures indistinct he must inform the SCWO for Public Works, Mandera at once and have the same rectified.

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

No liability will be admitted nor claim allowed in respect of errors in the Contractor's Tender due to mistakes in the specifications, which should have been rectified in the manner, described above.

**SIGNATURE PAGE AND NOTES**

## **FORM OF CONTRACT**

The form of contract shall be as stipulated in the Republic of Kenya's Standard Tendering Document for procurement of Building and associated Civil Engineering works (December 2009 Edition).

The tenderer is advised to first read and understand this document especially the first two sections i.e. instructions to tenderers and the conditions of contract before pricing these Bills.

A copy of the document is available at the Public Works department, P.O. Box 49, MANDERA-County Works Office.

## 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 Officer- Health Services**

Cell phone: .....

E-mail/Fax: .....

Name of Alternative Representative: **Chief Officer - Health Services**

Cell phone: .....

E-mail/Fax: .....

The Project Manager is: **Sub County Works Officer**

Address: **P.O. BOX 49, MANDERA**

Cell phone: .....

E-mail: **mdrpublicworks@gmail.com**

The name (and identification number) of the Contract is:- **Proposed Dololo dispensary Block In Mandera South Sub County.**

The works consist of: **Construction of new Dispensary block**

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

The Intended Completion Date for the whole of the Works shall be **Sixteen (16) Weeks** 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 **SEVEN (7) days** of delivery of the Letter of Acceptance.

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

**The Site is located at Boji Garse-Mandera South.**

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 **5 percent (%)**

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

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 COPY** of the Bills of Quantities and not two (2No.) as indicated in Clause 4.1 of the Instruction to Tenderers.

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

**The tenderers shall be considered non-responsive and therefore subject to disqualification if the tender sum is beyond plus or minus 10% of the official estimate.**

# STANDARD FORMS

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

## FORM OF TENDER

TO: \_\_\_\_\_ *[Name of Employer)* \_\_\_\_\_ *[Date]*

\_\_\_\_\_  
*[Name of Contract]*

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. \_\_\_\_\_ *[Amount in figures]* Kenya Shillings \_\_\_\_\_ *[Amount in words]*
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project 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 until \_\_\_\_\_ *[Insert date]*, and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

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

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

duly authorized to sign tenders for and on behalf of

\_\_\_\_\_ *[Name of Contractor]*

of \_\_\_\_\_ *[Address of Contractor]*

Witness; Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



## FORM OF AGREEMENT

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

between \_\_\_\_\_ of [or whose

registered office is situated at] \_\_\_\_\_  
(hereinafter called “the Employer”) of the one part AND

\_\_\_\_\_ of [or whose

registered office is situated at] \_\_\_\_\_  
(hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

\_\_\_\_\_ *(Name and identification number of Contract)* (Hereinafter called “the Works”) located

at \_\_\_\_\_ *[Place/location of the Works]* and the Employer  
has accepted the tender submitted by the Contractor for the execution and completion of  
such Works and the remedying of any defects therein for the Contract Price of

Kshs \_\_\_\_\_ *[Amount in figures]*,

Kenya Shillings \_\_\_\_\_ *[Amount in words]*.

NOW THIS AGREEMENT WITNESSETH as follows:

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

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

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

Was hereunto affixed in the presence of \_\_\_\_\_

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

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

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

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

Address \_\_\_\_\_

Signature \_\_\_\_\_

[ii] Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

## FORM OF TENDER SECURITY

WHEREAS .....  
(Hereinafter called “the Tenderer”)  
has submitted his tender dated ..... for the construction of  
..... (*Name Of Contract*)

KNOW ALL PEOPLE by these presents that WE  
.....  
having our registered office at .....  
(hereinafter called “the Bank”), are bound unto  
.....  
(hereinafter called “the Employer”) in the sum of Kshs.....  
.....  
for which payment well and truly to be made to the said Employer, the Bank binds itself,  
its successors and assigns by these presents sealed with the Common Seal of the said  
Bank this ..... Day of .....20.....

### THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the 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 Bank]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Seal]

SF/05

## PERFORMANCE BANK GUARANTEE

To: \_\_\_\_\_ (*Name of Employer*)  
\_\_\_\_\_ (*Date*) \_\_\_\_\_ (*Address of Employer*)

Dear Sir,

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

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

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

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

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

We further agree that no change, addition or other modification of the terms of the  
Contract the Works to be performed there under 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 \_\_\_\_\_

**QUALIFICATION INFORMATION****1. Individual Tenderers or Individual Members of Joint Ventures**

- 1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate)

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

Principal place of business \_\_\_\_\_

Power of attorney of signatory of tender \_\_\_\_\_

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

Year	Volume	
	Currency	Value

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

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

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

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

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

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

- 1.6 Proposed subcontracts and firms involved. Refer to Clause 7.1 of the Conditions of Contract.

Sections of the Works	Value of Subcontract	Subcontractor (name and address)	Experience in similar work

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

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

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

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

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## **2 Joint Ventures**

- 2.4 The information listed in 1.1 – 1.10 above shall be provided for each partner of the joint venture.
- 2.5 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
- 2.6 Attach the Agreement among all partners of the joint venture ( and which is legally binding on all partners), which shows that:
  - a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
  - c) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.



**TENDER QUESTIONNAIRE**

Please fill in block letters.

1. Full names of tenderer  
.....
2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)  
.....
3. Telephone number (s) of tenderer  
.....
4. Telex address of tenderer  
.....
5. Name of tenderer's representative to be contacted on matters of the tender during the tender period  
.....
6. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex)  
.....  
.....

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

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

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

You are requested to give the particulars indicated in Part 1 and either Part 2 (a), 2 (b) or 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 License No..... Expiring date.....

Maximum value of business which you can handle at any time: K.

Shillings.....

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:*

***Part 2(c) – Registered Company:***

Give details of all the directors as follows:

- 1.....
- 2.....
- 3.....
- 4.....

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

.....

(Title) (Signature) (Date)

- SF/13*

**DETAILS OF SUB-CONTRACTORS**

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

Failure to comply with this requirement may invalidate the tender.

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

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

.....

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

.....

.....

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

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

.....

.....

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

\_\_\_\_\_  
[Signature of Tenderer)

\_\_\_\_\_  
Date

**BILL NO. 01: PRELIMINARIES****1.)PARTICULAR PRELIMINARIES**

ITEM	DESCRIPTION	Kshs.	Cts
A	<b>PRICING ITEMS OF PRELIMINARIES</b>  Prices <b>SHALL BE INSERTED</b> against items of “preliminaries” in the tenderer’s priced Bills of Quantities. <b>The contractor is advised to read and understand all the necessary preliminary items.</b>		
B	<b>DESCRIPTION OF THE WORKS:</b>  The works comprises: - <b>Proposed Dololo dispensary Block In Mandera south Sub County.</b>		
C	<b>MEASUREMENTS</b>  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>  <b>The site is located at Dololo dispensary in Mandera South. 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.</b>		
E	<b>P.C. AND PROVISIONAL SUM</b>  The allowances given for the above is for full contract.		
	<b>Carried to Collection</b>		

ITEM	DESCRIPTION	Kshs.	Cts
A	<p><b>CLEARING AWAY</b></p> <p>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.</p> <p><b>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.</b></p>		
B	<p><b>CLAIMS</b></p> <p>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.</p>		
C	<p><b>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</b></p> <p>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.</p>		
D.	<p><b><u>TAXES</u></b></p> <p><b>The tenderers 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.</b></p>		
	<b>Carried to Collection</b>		

<i>Item</i>	<i>DESCRIPTION</i>	<b>Kshs.</b>	<b>Cts</b>
<b>A</b>	<p><b>WORKING CONDITIONS</b></p> <p>The Contractor shall allow in his rates for any interference that he may encounter in the course of execution of the works.</p>		
<b>B</b>	<p><b><u>SIGNBOARD</u></b></p> <p>Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.</p>		
<b>C</b>	<p><b><u>LABOUR CAMPS</u></b></p> <p>The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.</p>		
<b>D</b>	<p><b><u>MATERIALS FROM DEMOLITIONS</u></b></p> <p>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.</p>		
<b>E</b>	<p><b><u>PRICING RATES</u></b></p> <p>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.</p> <p>A tender which plus or minus 10% shall be considered as non-responsive.</p>		
<b>F</b>	<p><b><u>TENDER SECURITY</u></b></p> <p>The tender must be accompanied by a tender security of Kshs..... or else the tender shall be disqualified.</p>		
	<b><u>Carried to Collection</u></b>		

<i>Item</i>	<i>DESCRIPTION</i>	<b>Kshs.</b>	<b>Cts</b>
<b>A</b>	<p><b><u>SECURITY</u></b></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>B</b>	<p><b><u>URGENCY OF THE WORKS</u></b></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>		
<b>C</b>	<p><b><u>EXISTING SERVICES</u></b></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>		
<b>D</b>	<p><b><u>TRANSPORT</u></b></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>		
<b>F</b>	<p><b><u>FIRM PRICE CONTRACT</u></b></p> <p><b>This is a firm (fixed) price contract. The contractor must allow for price changes during the contract period.</b></p>		
	<p><b><u>Carried to Collection</u></b> <b>PP/4</b></p>		



ITEM	DESCRIPTION	Kshs.	Cts
A	<p><b><u>PERFORMANCE BOND</u></b></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>		
B	<p><b><u>TENDER DOCUMENTS</u></b></p>		
C	<p>Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page STD/8</p> <p><b><u>DELIVERY OF TENDER</u></b></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>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.</p>		
D	<p><b><u>VALUE ADDED TAX</u></b></p> <p>The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1<sup>st</sup> September, 1993 which requires payment of VAT on all contracts.</p> <p><b>However the contractor shall make provision for this in the individual rates as it will not be separately provided for in this document.</b></p>		
	<p><b>Total Carried to Collection</b></p>		

<i>Item</i>	<i>DESCRIPTION</i>	<b>Kshs.</b>	<b>Cts</b>
	<p style="text-align: center;"><b><u>PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT</u></b></p> <p>The following are the insertions to be made in the appendix to the Contract Agreement: -</p>		
<b>A</b>	<b>Period of Final Measurement</b> 3 Months From Practical completion		
<b>B</b>	<b>Defects Liability Period</b> 6 Months from practical completion		
<b>C</b>	<b>Date for Possession</b> To be agreed with the Project Manager		
<b>D</b>	<b>Date for Completion</b> To be agreed with the Project Manager		
<b>E</b>	<b>Liquidated and Ascertained</b> At the rate of <b>Kshs.1,000.00</b> per week or part thereof		
<b>F</b>	<b>Prime cost sums for which the The Contractor desires to tender</b> ..... ..... .....		
<b>G</b>	<b>Period of Interim Certificates</b> Monthly		
<b>H</b>	<b>Period of Honouring Certificates</b> 30 days		
<b>J</b>	<b>Percentage of Certified Value Retained</b> 10%		
<b>K</b>	<b>Limit of Retention Fund</b> 10 %		
	<b>Carried to Collection</b>		

## SUMMARY OF PARTICULAR PRELIMINARIES

## 2.) GENERAL PRELIMINARIES

Item	Description	Kshs.	Cts
	<b><u>GENERAL PRELIMINARIES</u></b>		
A.	<b>PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES</b>  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.	<b>ABBREVIATIONS</b>  Throughout the Bills, unites of measurement and terms are abbreviated and shall be interpreted as follows: -  <b>C.M.</b> <b>Shall mean cubic metre</b> S.M         Shall mean square metre L.M.         Shall mean linear metre M.M         Shall mean Millimetre Kg.          Shall mean Kilogramme <b>No.</b> <b>Shall mean Number</b> Prs.         Shall mean Pairs B.S.         Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I., England. Ditto        Shall mean the whole of the preceding description except as qualified in the description in which it occurs.  m.s.         Shall mean measured separately. a.b.d        Shall mean as before described.		
	Carried to collection		

GP/01

Item	Description	Kshs.	C t s
A.	<p><b>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</b></p> <p>Attendance; Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted: -</p> <p>Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of 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><b>Fix Only: -</b></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><b>EMPLOYER</b></p> <p><b>The "Employer" is the GOVERNOR- MANDERA COUNTY GOVERNMENT</b></p> <p>The term "Employer" and "Client" wherever used in the contract document shall be synonymous</p>		
D.	<p><b>PROJECT MANAGER</b></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><b>ARCHITECT</b></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><b>QUANTITY SURVEYOR</b></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>		
	<b>Carried to collection</b>		

GP/02

Item	Description	Kshs.	C t s
A.	<p><b>ELECTRICAL ENGINEER</b></p> <p>The term “Electrical engineer” shall be deemed to mean “The P.M.” as defined above whose address unless otherwise notified is Department of Public Works.</p>		
B.	<p><b>MECHANICAL ENGINEER</b></p> <p>The term “Mechanical Engineer” shall be deemed to mean “The P.M.” as defined above whose address unless otherwise notified is Department of Public Works.</p>		
C.	<p><b>STRUCTURAL ENGINEER</b></p> <p>The term “Structural Engineer” shall be deemed to mean “The P.M.” as defined above whose address unless otherwise notified is Department of Public Works.</p>		
D.	<p><b>FORM OF CONTRACT</b></p> <p>The Form of Contract shall be as stipulated in the Republic of Kenya’s Standard Tender Document for Procurement of Building Works (2000 Edition). A copy of which is available at the Department of Public Works – MANDERA.</p>		
E.	<p><b>Conditions of Contract</b></p> <p>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.</p>		
F.	<p><b>BOND</b></p> <p>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.</p>		
	<b>Carried to collection</b>		

Item	Description	Kshs.	Cts
A.	<p><b>PLANTS, TOOLS AND VEHICLES</b></p> <p>Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.</p>		
B.	<p><b>TRANSPORT</b></p> <p>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.</p>		
C.	<p><b>MATERIALS AND WORKMANSHIP</b></p> <p>All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.</p>		
D.	<p><b>SIGN FOR MATERIALS SUPPLIED</b></p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and /or materials which will be supplied by the PROJECT 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>		
E.	<p><b>STORAGE OF MATERIALS</b></p> <p>The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p>		
	<b>Carried to collection</b>		

Item	Description	Kshs.	Cts
A.	<p><b>SAMPLES</b></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>		
B.	<p><b>GOVERNMENT ACTS REGARDING WORK PEOPLE ETC.</b></p> <p>Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the 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 labour, labour camps, passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.</p>		
C.	<p><b>SECURITY OF WORKS ETC.</b></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-contractor's 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>		
	<b>Carried to collection</b>		



Item	Description	Kshs.	Cts
A.	<p><b>PUBLIC AND PRIVATE ROADS</b></p> <p>Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from the consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER.</p>		
B.	<p><b>EXISTING PROPERTY</b></p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expenses to the satisfaction of the PROJECT MANAGER.</p>		
C.	<p><b>VISIT SITE AND EXAMINE DRAWINGS</b></p> <p>The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.</p>		
D.	<p><b>ACCESS TO SITE AND TEMPORARY ROADS</b></p> <p>Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads.</p>		
E.	<p><b>AREA TO BE OCCUPIED BY THE CONTRACTOR</b></p> <p>The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER.</p>		
	<b>Carried to collection</b>		

Item	Description	Kshs.	Cts
A.	<p><b>OFFICE, ETC. FOR THE PROJECT MANAGER</b></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><b>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 meters metallic or linen tape.</b></p>		
B.	<p><b>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</b></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>		
C.	<p><b>SANITATION OF THE WORKS</b></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>		
D.	<p><b>SUPERVISION AND WORKING HOURS</b></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>		
E.	<p><b>PROVISIONAL SUMS</b></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>		
	<b>Carried to Collection</b>		

Item	Description	Kshs.	cts
A.	<p><b>PRIME COST (OR P.C. ) SUMS</b></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 of 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>		
B.	<p><b>PROGRESS CHART</b></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>		
C.	<p><b>ADJUSTMENT OF P.C. SUMS</b></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>		
	<b>Carried to collection</b>		

Item	Description	Kshs.	cts
A.	<p><b>ADJUSTMENT OF PROVISIONAL SUMS</b></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><b>NOMINATED SUB-CONTRACTORS</b></p> <p>When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into Sub-contracts as described in Condition No. 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><b>DIRECT CONTRACTS</b></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><b>ATTENDANCE UPON OTHER TRADESMEN, ETC.</b></p> <p>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, 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>		
	<b>Carried to collection</b>		

Item	Description	Kshs.	cts
A.	<p><b>INSURANCE</b></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 have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER'S inspection.</p>		
B.	<p><b>PROVISIONAL WORK</b></p> <p>All work described as "Provisional" in these Bills of Quantities is subject to re-measurement in order to ascertain 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>		
C.	<p><b>ALTERATIONS TO BILLS, PRICING, ETC.</b></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>		
D.	<p><b>BLASTING OPERATIONS</b></p> <p>Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's 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>		
	<b>Carried to collection</b>		

Item	Description	Kshs.	cts
A.	<p><b>MATERIALS ARISING FROM EXCAVATIONS</b></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><b>PROTECTION OF THE WORKS</b></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><b>REMOVAL OF RUBBISH ETC.</b></p> <p>Removal of rubbish and debris from the buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.</p>		
D.	<p><b>WORKS TO BE DELIVERED UP CLEAN</b></p> <p>Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metal 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><b>FIRM PRICE CONTRACT</b></p> <p><b>Unless otherwise specifically stated in the Particular Preliminaries this is a firm price Contract.</b></p> <p><b>The contractor must allow in his tender rates for any increase in the cost of labour and materials during the construction period.</b></p>		
	<b>Carried to collection</b>		

Item	Description	Kshs.	cts
A.	<p><b>GENERAL SPECIFICATION</b></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>		
B.	<p><b>TRAINING LEVY</b></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>		
C.	<p><b>MATERIALS ON SITE</b></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>		
D.	<p><b>HOARDING</b></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 centres 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>		
E.	<p><b>CONTRACTOR'S SUPERINTENDENCE / SITE AGENT</b></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>		
	<b>Carried to collection</b>		

Item	Description	Kshs.	cts
	<b>COLLECTION</b>  <b>Brought forward from pg PP/7 for Particular Preliminaries.....</b>  Brought forward from page GP/1 ..... Brought forward from page GP/2 ..... Brought forward from page GP/3 ..... Brought forward from page GP/4 ..... Brought forward from page GP/5..... Brought forward from page GP/6..... Brought forward from page GP/7 ..... Brought forward from page GP/8..... Brought forward from page GP/9 ..... Brought forward from page GP/10 ..... Brought forward from page GP/11 ..... Brought forward from page GP/12 .....		
	<b>TOTAL FOR BILL NO.1: PARTICULAR AND GENERAL PRELIMINARIES CARRIED TO GRAND SUMMARY</b>		



## **PREAMBLES AND PRICING NOTES**

### **A. GENERALLY**

All work to be carried out in accordance with the Ministry of Public Works General Specifications for Building Works issued in 1976 or as qualified or amended.

### **B. MANUFACTURERS' NAMES**

Where manufacturers' names and catalogue references are given for guidance to quality and standard only, alternative manufacturer of equal quality will be accepted at the discretion of the Project Manager.

### **C. WALLING**

All precast concrete blocks shall be manufactured by the methods and to the sizes specified in the Ministry of Public Works "Specification for Metric Sized Concrete Blocks for Building (1972)"

Walling of 100 mm thickness or under shall be reinforced with hoop iron every alternate course.

Prices for walling must allow for all costs in preparing, packing and sending sample blocks for testing as and when required by the Project Manager.

### **D. CARPENTRY**

The grading rules for cypress shall be the same as for podocarpus and all timber used for structural work shall be select (second grade).

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

Prices must also include for all nails and fasteners.

**A. JOINERY**

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

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

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

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

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

**B. IRONMONGERY**

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

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

Catalogue references given for ironmongery are for purposes of indicating quality and size of item(s). Should the Contractor wish to substitute the specified item(s) with others of equal quality, he must inform the Project Manager and obtain approval in writing.

**C. STRUCTURAL STEELWORK**

All structural steelwork shall comply with the Ministry of Public Works “Structural Steelwork Specification (1973) and shall be executed by an approved Sub-contractor.

## **PLASTERWORK AND OTHER FINISHES**

All finishings shall be as described in the general specifications and in these Bills of Quantities.

Prices for pavings are to include for brushing concrete clean, wetting and coating with cement and sand grout 1:1.

Rates for glazed wall tiling are to include for a 12 mm cement and sand (1:4) backing screed specified in these Bills of Quantities.

## **GLAZING**

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

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

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

## **PAINTING**

All paint shall be 1<sup>st</sup> quality “Crown” or other equal and approved

Painting shall be applied in accordance with the manufacturers’ instructions.

Prices for painting are to include for scaffolding, preparatory work, priming coats, protection of other works and for cleaning up on completion. Prices for painting on galvanized metal are to include for mordant solution as necessary.

**BILL NO. 02: BILLS OF QUANTITIES FOR THE PROPOSED BLOCK AT  
DOLOLO IN MANDERA SOUTH.**

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	<b><u>ELEMENT NO. 1: SUBSTRUCTURES</u></b> <b><u>ALL PROVISIONAL</u></b> <b><u>NOTE:</u></b> <b>All work measured under this element is upto and including the floor slabs but excluding the finishes thereon: -</b>				
A	Clear the site of all bushes, shrubs, undergrowth and small trees, grab, uproot and cart away all arising.	229	SM		
B	Excavate over site average 250mm deep to remove vegetable soil load up wheel and deposit on site not exceeding 100m	170	SM		
C	Excavate to reduce levels	26	CM		
D	Excavate for strip foundation trenches not exceeding 1.5m deep commencing from reduced level.	80	CM		
E	Ditto for column bases	NIL	CM		
F	Extra over for excavating in rock	8	CM		
G.	Allow for keeping excavations free from mud and all water including spring and running water by pumping, pailing or other approved means.	-	ITEM		
H	Allow for planking and strutting to sides of excavations.	-	ITEM		
	<b><u>DISPOSAL</u></b>				
I	Load surplus excavated material wheel and deposit onsite not exceeding 100m away.	60	CM		
	<b><u>Filling:</u></b>				
J	Return, fill and ram selected excavated material around foundations.	34	CM		
	<b><u>Hardcore as described:</u></b>				
K	Approved hardcore filling including leveling, consolidating and or hand packing in layers 150mm thick.	36	CM		
	<b>TOTAL CARRIED TO COLLECTION</b>				

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
A	<b><u>Blinding:</u></b> 50mm thick layer murrum or other equal and approved blinding to the surface of hardcore; rolled smooth to receive polythene sheeting's (m.s.)	68	SM		
B	<b><u>Insecticide treatment</u></b> 'Termidor' or other equal and approved chemical insecticide treatment prepared and applied according to the manufacturer's printed instructions.	68	SM		
C	<b><u>Remove of termites nests</u></b> Remove termite's nests by approved means and destroy the termites by applying 'termidor' or other equal and approved chemicals as per the manufacturers printed instructions.	-	ITEM		
D	<b><u>Damp proof membrane</u></b> 500 gauge polythene or other equal and approved plastic sheets damp proof membrane laid over blinding (measured net – allow for laps)	156	SM		
E	<b><u>In-situ concrete work</u></b> <b><u>mass concrete (1:4:8/38-38mm aggregate)</u></b> 50mm thick blinding under foundations	68	SM		
F	<b><u>VIBRATED REINFORCED CONCRETE</u></b> <b><u>(1:2:4/20-20MM) AGGREGATE AS</u></b> <b><u>DESCRIBED IN:-</u></b> Strip foundations	13	CM		
G	Columns and bases	NIL	CM		
H	150mm thick floor slab (1:2:4)	156	SM		
I	Ramps and steps.	2	CM		
J	<b><u>Steel Reinforcement</u></b> <b>Supply and fix bar/rod reinforcement including bending hooks, trying wire, cutting spacer ; High tensile square twisted or ribbed bars:-</b> 12mm diameter	303	KG		
K	10mm diameter	NIL	KG		
L	8mm diameter	169	KG		
	<b>TOTAL CARRIED TO COLLECTION</b>				

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
A	<b><u>Mesh reinforcement</u></b> Fabric mesh reinforcement to B.S. 4484 ref. A142 including laps trying wire and spacer blocks complete (measure net allow for lap)	156	SM		
B	<b><u>Sawn formwork as described to:</u></b> Edges of floor slabs 75 - 150mm high	65	LM		
C	Sides of columns.	NIL	SM		
D	<b><u>Foundation walling</u></b> 200mm thick rough chiseled natural stone walling bedded and joined in cement and sand (1:3) mortar and reinforced with and including 20 Gauge 25mm wide hoop iron in every alternate course.	114	SM		
E	<b><u>Plinth area finishes</u></b> 20mm thick cement and sand (1:3) wood float render to plinth area.	39	SM		
F	Prepare and apply three coats black bitumastic paints to rendered area.	39	SM		
G	<b><u>Paving slabs</u></b> 600mmx 600mmx50mm thick precast concrete paving slabs laid on compacted murram and pointed in cement and sand (1:3) mortar.	72	SM		
	<b>TOTAL CARRIED TO COLLECTION</b>				
	<b><u>COLLECTION</u></b>  Brought Forward page DB/01  Brought forward page DB/02  Brought down from above				
	<b>TOTAL FOR ELEMENT NO. 01 SUBSTRUCTURES CARRIED TO SUMMARY</b>				

DB/04

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	<b><u>ELEMENT NO. 03 :</u></b> <b><u>EXTERNAL WALLING (All inclusive)</u></b>  <b><u>WALLING</u></b>  <b><u>Fine chisel dressed natural stone walling bedded and joined in cement and sand (1:3) mortar as described:-</u></b>				
A	200mm thick reinforcement with and including 25mm wide x 3mm thick galvanized hoop iron in every alternate course.  <b><u>Horizontal damp proof course; one layer of 3ply bituminous felt or other equal and approved (measured nett-allow for laps)</u></b>	239	SM		
B	200mm wide leveled and bedded in cement and sand (1:3) mortar under walls.	73	LM		
C	<b><u>SUNDRIES</u></b> Labour and material for 200mm wide x 230mm (average) high eaves filling to top of 200mm wall.	41	LM		
D	Fair raking cutting on top of 200mm wall.	29	LM		
E	Pair of 250mm x 250mm x30mm thick precast permanent vent fitted with mosquito gauze	19	NO		
	<b>TOTAL FOR ELEMENT NO. 03 WALLING CARRIED TO SUMMARY</b>				



DB/06

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	<b><u>ELEMENT NO. 05 : ROOFING</u></b> <b><u>All timber to be sawn cypress seasoned to an equilibrium moisture content of between 9% and 15% and to the requirement of k.s. 02771 of 1991 treated with approved wood preservative.</u></b>				
A	150 x 50mm wall plate on and including 10mm cement and sand (1:4) mortar bed secured, on reinforced concrete ring beams (m.s) by mild steel anchor bolts (m.s) <b><u>The following in nailed timber trusses including hoisting and placing 4000mm above floor slab level</u></b>	39	LM		
B	150x 50mm rafters.	146	LM		
C	150x 50mm tie beams	115	LM		
D	150x50mm King posts	31	LM		
E	100x 50mm strut/ties.	213	LM		
F	150x25mm Valley & Ridge board	NIL	LM		
G	150x25mm splice members	80	LM		
	<b><u>INDEPENDENT MEMBERS</u></b> 75 x 50mm purlins	208	LM		
H	<b><u>Roof Covering</u></b> Pre-painted Gauge 28 IT5 BP950 Profiled sheets 906mm wide (857mm effective cover) fixed onto Z-purlins with J-bolts.	208	SM		
I	Gauge 22 valley gutter 600mm girth.	NIL	LM		
J	Gauge 28 ridge cap or hip cover to match covering.	21	LM		
	<b><u>Rain Water Goods</u></b> <b><u>Gauge 22 galvanized mild steel sheeting or 150mm Upvcsemi-circular gutter.</u></b>				
K	150mmx150mm fixed to fascia board with and including brackets at 1.0m centres.				
L	Extra over gutter for stopped ends.	42	LM		
M	100mm Ditto for 100mm diameter outlet.	7	NO		
N	Ditto for 90° degrees bends.	2	NO		
P	100mm dia rainwater down pipe fixed with and including mild I brackets at 1.0mm centres plugged and screwed to wall.	NIL	NO		
Q		8	LM		
R	Extra over for swan neck bend	2	NO		
S	Ditto horse shoe bend	2	NO		
	<b>TOTAL CARRIED TO COLLECTION</b>				

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
A	<b><u>WROT CYPRESS</u></b> 25 x 250mm decorative fascia board fixed to end of rafters (m.s)	75	LM		
B	75 x 25 mm thick wrot prime grade cypress eaves timber slatings in eaves at 100mm centres (measured separately)	NIL	SM		
C	Extra Over ditto for 150 x 150 framed vents with two layers approved Mosquito wire gauze netting.	NIL	NO		
D	<b><u>SUNDRIES</u></b> 16mm diameter x 250mm long black mild steel anchor bolt embedded in ring beam at 1200mm centers including drilling holes in timber complete with bolts washers.	33	NO		
E.	Drill for holes in timber 16mm diameter	33	NO		
F.	<b><u>PAINTING</u></b> <b><u>Knot, prime, stop and prepare and apply three coats of 'Pinotex' decorative preservative to:-</u></b> General surfaces of structural timber.	230	SM		
G	<b><u>Prepare and apply three coats of gloss oil paint on:-</u></b> Timber fascia/barge board 200-300mm girth	75	LM		
<b>Total Carried To Collection Below</b>					
<b><u>COLLECTION</u></b>  Brought forward from page DB/07  Brought forward from page OB/08 above					
<b>TOTAL FOR ELEMENT NO.05: ROOFING CARRIED TO SUMMARY</b>					

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
	<b><u>ELEMENT NO. 06</u></b> <b><u>WINDOWS</u></b>				
A	250mm x 100mm x 75mm average throated concrete window sill finished smooth in red oxide plaster to surfaces.	18	LM		
	<b><u>The following in wrot hardwood timber:-</u></b>				
B	150mm x 50mm frame plugged to walls	243	LM		
C	25x 25mm wrot louver stopper.	15	LM		
D	25mm x 25mm Quadrant	57	LM		
E	50mm x 25mm architrave	57	LM		
F	50mm x 25mm mesh wire fixing bead	25	LM		
G	12mm diameter burglar proofing bars including fixing.	137	LM		
H	Coffee tray wire mesh fixed to window frame with timber beading.	22	LM		
I	Mosquito wire gauge fixed to timber frame	22	LM		
J	Weld mesh ditto	22	LM		
K	Bore 12mm diameter holes through 50mm thick windows frame	358	NO		
L	Extra over bar for end stopper.	195	NO		
	<b><u>PAINTING</u></b>				
M	Prepare, knot prime and apply one undercoat and two finishing coats 2-pack polyurethane varnish on surfaces 200-300mm girth	81	LM		
		138	LM		
N	Ditto not exceeding 100mm girth.				
o	Prepare and apply one coat wood primer to back of window frame 100 - 200mm.	NIL	LM		
P	Prepare surface and apply three coats crown paint to burglar proofing bars not exceeding 100mm girth	137	LM		
	<b>TOTAL CARRIED TO COLLECTION</b>				

ITEM	DESCRIPTION	QTY.	UNIT	RATE	SHS.
A	Pair of Approved Aluminium adjustable louver jambs with clips for 10No. 150mm wide 5mm thick louver blades with 2No. gears (ms).	26	PRS		
B	600X150X5mm clear louver blade with polished edge.	65	NO		
C	Ditto 500x150x5mm but obscure	195	NO		
	<b><u>Pelmet boxes</u></b> <b><u>The following in Pelmet boxes sawn</u></b> <b><u>celcured cypress</u></b>				
D	50x50mm bearer plugged	18	LM		
	<b><u>Wrot cypress as described</u></b>				
E	125x 25mm thick pelmet fascia with two labours	18	LM		
F	125x 25mm thick top	18	LM		
G	125x 125x25mm thick boxed end cut to profile	20	SM		
	<b><u>Curtains tracks</u></b>				
H	Standard 1- section aluminium sliding track screwed to soffits of pelmet with fixing brackets, runner, end stop, laps and complete accessories to approval	18	LM		
	<b><u>PAINTING</u></b>				
I	Prime back of timber surface not exceeding 100mm girth with aluminium primer before fixing.	18	SM		
J	Prepare and apply three coats of crown or other approved paint to general surfaces of wood.	7	SM		
	<b><u>Total Carried to Collection</u></b> <b><u>COLLECTION</u></b>				
	Brought forward from page DB/09				
	Brought forward from above				
	<b>TOTAL FOR ELEMENT NO.06 WINDOWS CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
	<b><u>ELEMENT NO. 07 : DOORS</u></b>				
	<b><u>Paneled doors</u></b> 50mm thick Hardwood paneled doors with 6NO. Fielded complete with 150 x 50mm frame, architrave, quadrant, and raised panels with fixed light overall size:-				
A	900 x 2400mm high.	7	NO		
	<b><u>Flush doors</u></b> Flush doors including frame, hinges, ironmongery and clear varnish:-				
B	Size 1800 x 2400mm.	1	NO		
	<b><u>Grill doors</u></b> Supply and fabricate decorative grill in 25 x 25mm RHS hollow section including primer, locking accessories and painting overall size:				
C	900X2400mm	7	NO		
	<b><u>Ironmongery</u></b> <b><u>Assa abloy or any other equally approved:-</u></b>				
D	100mm brass butt hinges	31	PRS		
E	2-lever mortise lock	3	NO		
F	3- lever mortise lock	7	NO		
G	Door stopper	8	NO		
	<b>TOTAL ELEMENT NO. 07 DOORS CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
A	<b><u>ELEMENT NO. 08</u></b> <b><u>FINISHES</u></b> <b><u>Floor Finishes</u></b> <b><u>Cement and sand (1:4) screed as described</u></b> 32mm thick finish to receive tiles.	147	SM		
B	<b><u>Floor tiles</u></b> 300mm x 300mm x 8mm as manufactured by “Saj Ceramics Ltd” or other equal and approved coloured floor tiles bedded as per manufacturer’s instructions	147	SM		
C	100mm high skirting	130	LM		
D	<b><u>Wall finishes</u></b> <b><u>Two coats gauged cement lime and sand</u></b> <b><u>(1:2:9) plaster steel trowel led smooth</u></b> 20mm (minimum) thick to natural stone walls internally	481	SM		
E	20mm render in cement /sand (1:3) to walls and concrete beams externally.	70	SM		
F	12mm recessed horizontal joints and flush vertical joints to stone walling externally.	145	SM		
G	<b><u>Ceiling finishes</u></b> <b><u>Chip board</u></b> 12mm thick chipboard ceiling on brandering (m.s) and set in systematic V-joints.	145	SM		
H	Extra over for trap doors size 600 x 600mm complete	2	NO		
I	<b><u>Sawn Cypress brandering</u></b> 75 x50mm brandering plugged	145	LM		
J	50 x 50mm brandering	512	LM		
	<b>TOTAL CARRIED TO COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
A	<b>Wrot Cypress</b> 12 x 100mm curved cornice plugged	145	LM		
B	<b><u>Painting</u></b> <b><u>Prime only back of frame with aluminium or other equal and approved primer before fixing as described to:</u></b> Timber; surface not exceeding 100mm girth	145	LM		
C	<b><u>Knot prime stop and prepare and apply one undercoat and two finishing coats gloss oil Crown paints to:</u></b> General surfaces of wood not exceeding 100mm girth	145	LM		
D	<b><u>Paint and Decoration</u></b> <b><u>Prepared and apply one undercoat and three coats 'crown' or other approved plastic emulsion paint to:</u></b> Plastered walls internally	481	SM		
E	Rendered ditto externally	73	SM		
F	<b><u>Prepared and apply three coats of washable distemper paints to:</u></b> Chip board lining internally	145	SM		
	<b>TOTAL CARRIED TO COLLECTION</b>				
	<b><u>COLLECTION</u></b>  Brought forward from page DB/12  Brought down from page DB/13				
	<b>TOTAL FOR ELEMENT NO. 08 FINISHES CARRIED TO SUMMARY</b>				



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>ELEMENT NO. 09: FITTINGS</u></b>				
	<b><u>PATIENT BENCHES</u></b>	3	SM		
A.	100mm thick natural stone dwarf wall				
B.	100mm thick x 700mm wide reinforced concrete slab with 3No. 8mm diameter bars longitudinally and A65 weld mesh.	21	LM		
C	Formwork to soffits of slab	12	SM		
D	Ditto edge of slab 75-150mm girth	33	LM		
E	Plaster to dwarf walls and expose surfaces of slab.	18	SM		
F	Form or leave opening for 400mm wide sink in concrete slab.	4	NO		
	<b><u>SHELVING</u></b>				
	<b>The following in 25mm MDF mahogany decorative veneer:-</b>				
G	400mm wide shelving fixed on approved metal brackets at 1000mm centres with timber bidding on edges.	28	LM		
H	Ditto but in divisions.	17	LM		
I	Three coats crown or other approved gloss oil paint on timber surfaces generally.	90	SM		
	<b>TOTAL FOR ELEMENT NO. 09: FITTINGS CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>ELEMENT NO. 10: PLUMBING &amp; INTERNAL DRAINAGE</u></b>  <b>1.) SANITARY FITTINGS</b>  <b>A. Wash Hand Basin</b> Wash hand basin with one tap whole size: 445x559 mm in white vitreous china. Complete with 40mm diameter bottle trap, 15mm angle valve, pillar tap and flexible connection as Duravit or Equal and Approved.  <b>B. Roof tank</b> Supply and install a plastic water tank of capacity 1,000 litres made of plastic on roof space. The tanks to be assembled complete with medium- pressure ball valve inlet, outlet connections and drain cock and all other connections including ball valve and float.	NO.	6		
		NO.	1		
	<b>Total carried to collection</b>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT (KSHS)
	<b>2.) PLUMBING (Provisional)</b> <b><u>Supply, deliver and install Polypropylene Random (PP-R) PN-20 Oxy-stable pipework:-</u></b>				
A.	<b><u>PPR PIPE</u></b>				
B.	15mm diameter PPRC pipe	LM	20		
C.	20mm –Ditto-	LM	20		
	25mm –Ditto-	LM	10		
	<b><u>Extra- over PPRC pipework for the following.</u></b>				
D.	<b><u>Bends/ Elbow</u></b>				
E.	25mm dia –ditto	No.	4		
F.	20mm dia-ditto	No.	4		
G.	15mm dia -ditto	No.	4		
	20mm x ½” threaded bend	No.	4		
H.	<b><u>Tees</u></b>				
I.	25mm equal tee	No.	4		
J.	20mm –ditto	No.	4		
	15mm ditto	No.	4		
K.	<b><u>Reducers</u></b>				
L.	25mmx20mm reducer	No.	4		
	20mm x15mm-ditto	No.	4		
M.	<b><u>Transition fittings</u></b>				
N.	25mmx ½” threaded/transition fittings	No.	2		
	32mmx1/2” ditto	No	2		
P	<b><u>Gate valve</u></b>				
	15mm dia.approved medium pressure screw down full way non-rising stem wedge gate valve to BS1952, with wheel and head joints to tubing.	No.	2		
Q	25mm –ditto-	No.	1		
R	<b><u>Non-return valve</u></b>				
	25mm dia.approved medium pressure non-return valve to BS1952.The non-return valve to be as “Pegler” or approved equivalent.	No.	1		
S	<b><u>Flexible connections</u></b>				
	15mm dia, 300mm long flexible connections including backnuts and jointing to PPRC pipe from sanitary fitting.	No.	6		

	<b>Total carried to collection</b>				
DB/16					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A.	<b>Testing &amp; Commissioning</b> Allow for flushing out and sterilization of the cold water system as required to the satisfaction of the Engineer.	Item	1		
	<b><u>Supply and fix UPVC soil system to BS4660 and BS4515 and muPVC waste systems to BS5255 and all the accessories</u></b> <b><u>INTERNAL DRAINAGE(Provisional)</u></b> <b><u>UPVC and muPVC pipe work</u></b>				
B.	100mm heavy duty golden brown pipe class D	LM	10		
C.	100mm diameter heavy duty grey pipe class D	LM	10		
D.	50mm ditto	LM	6		
E.	40mm ditto	LM	6		
F.	32mm ditto	LM	6		
	<b><u>Extra over UPVC and muPVC pipework</u></b> <b><u>Bends</u></b>				
G.	100mm diameter long radius bend	No.	2		
H.	40mm dia-ditto	No.	3		
I.	40mm diameter sweep Tee	No.	3		
J.	32mm dia-ditto	No.	3		
K.	40mm dia-ditto	No.	1		
L.	32 dia-ditto	No.	2		
	<b><u>Traps</u></b>				
M.	100x50mm diameter floor trap and grating	No	3		
N.	Allow for a standard 300x 300x450mm masonry gully trap complete with mild steel cover.	No.	3		
	<b>Total carried to collection below</b>				
	<b><u>COLLECTION</u></b> Total carried forward from page DB/15  Total carried forward from page DB/16  Total carried forward from page DB/17 above				
	<b>TOTAL FOR PLUMBING &amp; INTERNAL DRAINAGE WORKS CARRIED TO SUMMARY.</b>				

**ELEMENT NO. 11: EXTERNAL DRAINAGE WORKS**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b>1.) <u>SOAK PIT</u></b>				
	<b>Excavations and fillings</b>				
A.	Excavate pit starting from ground level not exceeding 1.50m	11	CM		
B.	Ditto starting from 1.50m to 3.0m deep	6	CM		
C.	Ditto starting 3.0m to 4.50m deep	5	CM		
D.	Ditto 4.5m to 6.0m deep.	5	CM		
E.	Cart away surplus excavated materials	24	CM		
F.	Return, fill and ram excavated materials	3	CM		
G.	Extra over for excavating in rock or murrum in any position	5	CM		
H.	Hardcore filling hand packed and compacted to approval in	16	CM		
I.	soak pit from 6.5m depth up to 1.15m depth	1	CM		
	<b><u>Foundation concrete</u></b>				
J.	Concrete (1:3:6) in wall foundations	8	SM		
	<b><u>Walling</u></b>				
K.	200mm thick blue impervious natural stone walling in cement and sand (1:3) mortar	7	SM		
	<b><u>Soak pit cover</u></b>				
L.	150mm thick suspended reinforced concrete 1:2:4) slab	4	SM		
M.	Sawn formwork to soffits of suspended slab	1	NO		
N.	Provide sawn formwork to form opening 450mm x 450mm in 150mm thick suspended slab	9	LM		
O.	Sawn formwork to edge of slab 150mm to 225mm high	1	NO		
P.	Provide 600mm x 450mm medium grade manhole cover a.b.d.	1	NO		
Q.	Provide and fix 100mm diameter UPVC vent pipe 500mm overall length fitter with vent cowl at the top	8	SM		
R.	25mm thick cement and sand (1:4) screed finished smooth on cover slab	NIL	SM		
S.	25mm plaster on masonry walls internally				
	<b>TOTAL FOR SOAK PIT CARRIED TO SUMMARY</b>				

Item	Description	QTY	Unit	Rate	AMOUNT
	<b>2.) <u>MAN HOLES AND DRAIN PIPE</u></b>				
A.	Construct manhole size 1250mmx1050mm and average 750mm deep in natural stone including all excavations, concrete 150mm thick base, concrete benching, internal and external plastering, forming channels, concrete top cover complete with medium duty manhole cover and frame and all related works.	1	NO		
B.	100mm gulley trap including concrete surround, grating and cover	NIL	NO		
C.	Excavate trench for 110mm UPVC pipe starting from ground level average depth 750mm, backfill after laying pipe in approved materials and cart away surplus materials as directed.	10	LM		
D.	Extra over for excavation in rock class 1 or hard murram in any position.	1	CM		
E	Provide, lay and joint in trench 110mm UPVC golden brown pipe class 41	10	LM		
F	Extra over pipe for 100mm inspection bend	2	NO		
G	Ditto plain bed	2	NO.		
H	Allow for testing the new drainage works after completion	-	ITEM		
	<b>Total Carried to Summary</b>				
	<b><u>SUMMARY</u></b>				
	Total for soak pit				
	Total for Manholes and Drain pipe				
	<b>TOTAL FOR EXTERNAL DRAINAGE WORKS CARRIED TO SUMMARY</b>				

**ELEMENT NO. 12: ELECTRICAL WORKS**

ITEM	DESCRIPTION	QTY	UNIT	RATE Kshs	AMOUNT Kshs
A	<b>CABLES AND ASSOCIATED ACCESSORIES</b>				
	1.5 mm <sup>2</sup> singles cables as East African cables(Red)	3	Rolls		
	1.5 mm <sup>2</sup> singles cables as East African cables(Black)	2	Rolls		
	1.5 mm <sup>2</sup> singles cables as East African cables(Green)	1	Rolls		
	<b>Nb for lighting circuit wiring</b>				
B	2.5 mm <sup>2</sup> singles cables as East African (Red)	2	Rolls		
	2.5 mm <sup>2</sup> singles cables as East African (Black)	2	Rolls		
	2.5 mm <sup>2</sup> singles cables as East African (Green)	2	Rolls		
	<b>Nb Socket-outlets circuit wiring and fan</b>				
C	10.0 mm <sup>2</sup> singles cables as East African(Red)	20	Lm		
	10.0 mm <sup>2</sup> singles cables as East African(Black)	20	Lm		
	10.0 mm <sup>2</sup> singles cables as East African(Green)	20	Lm		
	<b>Nb wiring from the metre board to the consumer unit</b>				
<b>EW1</b>	<b>Total carried forward to collection page</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
				Kshs	Kshs
	<b>CABLES AND ASSOCIATED ACCESSORIES</b>				
	-				
A	1.5 mm <sup>2</sup> singles cables as East African cables(Red)	4	Rolls		
	1.5 mm <sup>2</sup> singles cables as East African cables(Black)	3	Rolls		
	1.5 mm <sup>2</sup> singles cables as East African cables(Green)	1	Rolls		
	<b>Nb for lighting circuit wiring and fan</b>				
B	2.5 mm <sup>2</sup> singles cables as East African (Red)	1	Rolls		
	2.5 mm <sup>2</sup> singles cables as East African (Black)	1	Rolls		
	2.5 mm <sup>2</sup> singles cables as East African (Green)	1	Rolls		
	<b>Nb Socket-outlets circuit wiring</b>				
C	10.0 mm <sup>2</sup> singles cables as East African(Red)	20	Lm		
	10.0 mm <sup>2</sup> singles cables as East African(Black)	20	Lm		
	10.0 mm <sup>2</sup> singles cables as East African(Green)	20	Lm		
	<b>Nb wiring from the metre board to the consumer unit</b>				
D	200AH 12 V Solar Battery Deep Cycle	8	No		
	120W 12 V Solar Panel Module	8	No		



	1000W 24 V Inverter-Pure Sine Wave	1	No		
	60A Charge Controller	1	No		
	30A and 100A Isolator double pole	2	No		
	60A Isolator double pole	2	No		
	30A,80A and100A Battery Fuse and carrier, wall mounted.	3	No		
	Battery Box/rack 8x200AH (Fibreglass)		ITEM		
	Roof mounting structure 8 panel 120wp		ITEM		
E	<b>Supply and Install the following: P.V.C AND ASSOCIATED ACCESSORIES</b>				
	20 mm p.v.c conduits as heavy gauge including its bend ,	2	bundles		
	25 mm p.v.c conduits as heavy gauge including its bend	2	No		
	20 mm running couplers .	50	No		
	20 mm metal open saddles.	30	No		
	20 mm <sup>2</sup> circular through box	15	No		
	20 mm <sup>2</sup> circular blank covers	15	No		
	Ceiling nails as ¾ x 7	1	Kg		
	<b>Total carried forward to collection page</b>				

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>UNIT</b>	<b>RATE</b>	<b>AMOUNT</b>
				<b>Kshs</b>	<b>Kshs</b>
<b>F</b>	<b>Supply and Install lighting points wired in 3 x 1.5 mm<sup>2</sup> core cables in 20 mm diameter p.v.c heavy gauge conduit including all the necessary accessories excluding fittings:</b>				
	In one gang one way	6	No		
	In two gang two way	1	No		
<b>G</b>	<b>Supply and install power points wired in 2.5 mm<sup>2</sup> single core cables drawn in 20 mm<sup>2</sup> p.v.c heavy gauge conduits excluding the socket out-lets :</b>				
	For twin socket out-let	6	No		
<b>H</b>	<b>Supply and install ceiling fans switching points wired in 2.5mm<sup>2</sup> single core cables drawn in 20mm<sup>2</sup> p.v.c cables excluding fans</b>	6	No		
<b>I</b>	<b>Supply and install:</b>				

	24" ceiling fans as Orient or an approved equivalent firmly fixed on the ceiling	6	No		
J	<b>Supply and install the following switches:</b>				
	One gang One way switch.	6	No		
	Two gang two way switch.	1	No		
K	<b>Supply and install the following lighting points:</b>				
	1200 mm single flourescent fittings complete with tubes	8	No		
	Bulk-head fittings complete with energy saving bulbs.	1	No		
L	<b>Supply and install 13 Amps twin socket out-lets.</b>				
	Twin socket out-lets as ivory	4	No		
M	<b>Supply and install:</b>				
	METRE BOARD: • Double - Tariff Galvanized metre board with a built in inspection window with a see through glass.	1	No		
	• 100 Amps Fused Isolator as HAVELS/MEM/KEW or its approved equivalent	1	No		
	EARTHING CHAMBER:				
	• 300mm X 300 mm concrete earthing chamber with removable concrete cover.		ITEM		

	• Earth-Rod 1200 mm long as copper complete with earthing clamp.	1	No		
	•16 mm singles cable green yellow drawn in 20mm p.v.c conduit concealed in walls. from the Bonding bolt in the metre board to the earthing clamp.	6	Lm		
N	<b>Supply and install:</b>				
	Four-ways consumer units as Havels or its approved equivalent complete with its integral switch	1	No		
O	<b>Supply and install:</b>				
	32 amps mcbs for the consumer unit above.	1	No		
	10 amps mcbs for the consumer unit above.	2	No		
	<b>Total carried to collection page</b>				
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
				Kshs	Kshs
	<b><u>COLLECTION FOR ELECTRICAL WORKS</u></b>				
	Total brought forward from <b>EW1</b>				
	Total brought forward from <b>EW2</b>				
	<b>TOTAL FOR ELECTRICAL WORKS CARRIED TO GRAND SUMMARY</b>				

**2-DOOR (VIP) TOILET BLOCK**

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS.	CTS
	<b><u>2NO.TWIN DOOR TOILET BLOCK</u></b>					
A	Excavate pit not exceeding 1.5m deep	14	CM			
B	Ditto 1.5 – 3.0m deep	4	CM			
C	Ditto 3.0-4.5m deep	4	CM			
D	Ditto 4.5 -6.0m deep	4	CM			
E	Ditto 6.0-9.0m deep	8	CM			
F	Extra over for excavation in rock	10	CM			
G	1:2:4 concrete in strip foundation	1	CM			
H	150mm foundation walling	13	SM			
I	100mm thick reinforced concrete (1:2:4) suspended floor slab	12	SM			
J.	12m square twisted reinforced bar	50	KGS			
K	Sawn form work to soffit of concrete slab	3	SM			
L	Ditto to edges 75 -150mm high	13	LM			
M	Form 250 x 100mm diameter hole	2	NO			
N	Ditto 100mm	1	NO			
O	150mm stone walling in gauged mortar	26	SM			
P	1:2:4 concrete in lintel	1	CM			
Q	12mm reinforced bars	8	KGS			
R	8mm ditto	3	KGS			
S	Sawn formwork to sides and soffits of lintel	1	SM			
	<b>CARRIED TO COLLECTION</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS.	CTS
A.	100 x 50mm sawn cypress wall plate fixed with hoop iron straps	6	LM			
B.	100 x 50mm rafters	12	LM			
C.	75 x 50mm purlins	9	LM			
D.	G.C.I gauge 30 roofing sheets	10	SM			
E.	200 x 50mm fascia board	13	LM			
F.	100 x 50 wrot cypress door frame rebated	10	LM			
G.	45mm framed ledged, braced and batten door size 900 x2000mm	2	NO			
H.	100mm pressed steel butt hinges	3	PRS			
I.	250mm long chromium plated pad bolt	2	NO			
J.	150mm long barrel bolt	2	NO			
K.	20mm cement and sand plaster to walling (Internal)	37	SM			
L.	20mm cement and sand rendering to walling (External)	34	SM			
M.	20mm cement and sand floor screed	8	SM			
N.	100mm diameter uPVC vent pipe 3.0M high	1	NO			
O.	100mm P.V.C vent cowl	1	NO			
P.	50mm thick Paving slabs on compacted murram	8	SM			
	<b>CARRIED TO COLLECTION</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS.	CTS
A.	250 x 100 x 100mm thick cement and sand footrest	4	NO			
B.	Prepare and apply three coats gloss paint on plastered walling internally	37	SM			
C.	Prepare and apply 2 coats emulsion paint on rendered walling externally	34	SM			
D.	Knot, prime and apply one undercoat and two-coat gloss paint on timber surfaces	9	SM			
E.	Ditto door frame 100-200mm girth	11	LM			
F.	Ditto fascia board 200-300mm girth	11	LM			
	<b>Total Carried to collection</b>					
	<b><u>COLLECTION</u></b>					
	<b>From page TB/01</b>					
	<b>From page TB/02</b>					
	<b>From above</b>					
	<b>TOTAL FOR 2 DOOR TOILET BLOCKS CARRIED TO GRAND SUMMARY</b>					

**BILL NO. 2: UNDERGROUND MASONARY WATER TANK**  
**(Capacity 30,000 Litres)**

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	<b><u>ELEMENT NO. 1</u></b> <b><u>SUBSTRUCTURES</u></b> <b><u>(ALL PROVISIONAL)</u></b> <b>1No. Water Tank</b>				
A	Clear site of all grass and small trees not exceeding 600mm girth and cart away or burn arisings.	76	SM		
B	Excavate pit not exceeding 1.5m deep.	68	CM		
C	Ditto starting from 1.5m deep.	36	CM		
D	Excavate over all kinds of excavation for excavating in rock irrespective of class.	36	CM		
E	Allow for keeping excavations free from all water by pumping or otherwise.	-	ITEM		
F	Ditto for planking and strutting to sides of excavations.	-	ITEM		
	<b><u>Disposal</u></b>				
G	Return fill and ram selected excavated material around foundations.	53	CM		
H	Load, wheel and cart away from site surplus excavated material and deposit in approved dumping area.	51	CM		
	<b><u>Imported filling</u></b>				
I	300mm thick (average) approved broken quarry stone hardcore filling in two equal layers well compacted.	25	SM		
J	50mm thick stone dust blinding to surfaces of hardcore.	25	SM		
K	50mm plain concrete(1:4:8 class 15/20mm)blinding to foundation base	25	SM		
	<b><u>Vibrated reinforced concrete class 25 in</u></b>				
L	300mm raft foundation slab	25	SM		
	200 x 400mm columns	4	CM		
M	150mm thick suspended slab	25	SM		
	250mm thick closing lid	1	SM		
	<b><u>Walling</u></b>				
O	200mm impervious natural stone walling with hoop iron and water proof cement mortar.	54	SM		
	<b>Total to collection page WT/3</b>				



ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	<b>ELEMENT NO.1 CONT'D</b>				
	<b><u>Reinforcement (All Provisional)</u></b> <u>High tensile square twisted bars BS 4461 as described in:</u>				
A	8mm diameter bars	175	KG		
B	10mm ditto	1053	KG		
C	12mm ditto	131	KG		
	<b>Steel mesh fabric reinforcement to BS 4483</b>				
D	Steel fabric mesh reinforcement type A142 weighing 2.2kg/M <sup>2</sup> and to BS4483 and with 150mm wide side laps (measured net no allowance for laps).	25	SM		
	<b>Damp proof membrane</b>				
E	1000 gauge polythene sheeting laid under concrete floor bed.	25	SM		
F	50mm thick mastic asphalt waterproofing or equivalent to structural engineer's specifications.	38	SM		
	<b><u>Anti-termite treatment</u></b>				
G	'Dragnet' or other equal and approved anti termite insecticide treatment to blinded hardcore surfaces applied in accordance with manufacturer's instructions.	25	SM		
	<b><u>Sawn formwork to:</u></b>				
H	Edges of ground floor bed exceeding 150mm but not exceeding 300mm girth.	17	LM		
I	Sides of concrete columns	24	SM		
J	Soffits of suspended slab	25	SM		
K	Edges of suspended slab exceeding 75mm but not exceeding 150mm girth	17	LM		
L	Soffits of lid	1	SM		
M	Vertical sides of closing lid	3	LM		
	<b>Carried to collection page WT/3</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	KSHS
	<b><u>ELEMENT NO.1 CONT'D</u></b>				
A	<b><u>Floor Finishes</u></b> 32mm thick cement and sand (1:4) bedding screed steel floated.	25	SM		
B	<b><u>Wall Finishes</u></b> Plaster				
C	12mm thick cement and sand plaster 1:4 steel trowelled.	54	LM		
	<b>Total to collection</b>				
	<b><u>COLLECTION</u></b> Total from page WT/1  Total from page WT/2  Total from page WT/3  Allow Kshs 50,000.00 for general pipe work from Underground water tank to the roof tanks.  Allow Ksh 50,000 for booster pump as Pedrollo CPm 158 or Equal and Approved complete with pump controls and caging.				<b>50,000</b>      <b>50,000</b>
	<b>TOTAL FOR UNDERGROUND WATER TANK CARRIED TO GRAND SUMMARY</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	SHS
	<b><u>ELEMENT NO. 13: LANDSCAPING.</u></b>				
	<b>SITE WORKS</b>				
A	Clear the site of bushes, shrubs, undergrowth or the like: including small trees not exceeding 600 mm girth and cart away from site.	150	SM		
B	Allow for filling voids left with selected excavated material; including cutting into small logs and storing on site as directed.	-	ITEM		
	<b><u>EXCAVATION/LEVELLING</u></b>				
C	Bulk or the like; starting from ground level Not exceeding 1.50 m deep	100	SM		
	<b><u>Disposal</u></b>				
D	Surplus excavated material from site	20	SM		
	<b><u>LANDSCAPING</u></b>				
	<b><u>GRASS</u></b>				
	<b><u>Supply, store in approved condition, plant; maintain immediately after site hand over and throughout the 6 months defects liability period</u></b>				
E	Maad River grass	100	SM		
	<b><u>TREES</u></b>				
	<b><u>Supply, store in approved condition, plant; maintain immediately after site hand over and throughout the 6 months defects liability period:-</u></b>				
F	Forming pit size 1200 X 1200 x 1500mm deep; removing all excavated material and backfilling with co compacting soil in 300mm layers; providing 2 No. 50mm diameter supporting manure and selected soil at a ratio of 1:2; poles with 2 No. rubber tying bands, Plants varieties to Architect's approval and maintain 6 months.	10	NO		
G	Ditto, Neem Tree (Muarobaini)	10	NO		
	<b><u>CREEPERS</u></b>				
	<b><u>Supply, store in approved condition, plant at 100mm centers (both ways); maintain throughout the 6 months defects liability period providing 2 No. 50mm diameter supporting poles with 2 No. rubber tying bands:-</u></b>				
H	Ficus Pumila creepers	10	NO		
	<b>Total Carried to Collection</b>				

ITEM	DESCRIPTION	PAGE NO.	SHS.
	<b><u>11: SUMMARY</u></b> <b><u>(NEW DISPENSARY BLOCK.)</u></b>		
	<b>ELEMENT</b>		
1	SUBSTRUCTURES	DB/03	
2	R.C FRAME	DB/04	
3	EXTERNAL WALLING	DB/05	
4	INTERNAL WALLING	DB/06	
5	ROOFING	DB/08	
6.	WINDOWS	DB/10	
7	DOORS	DB/11	
8	FINISHES	DB/13	
9	FITTINGS	DB/14	
10	PLUMBING AND INTERNAL DRAINAGE	DB/17	
11	EXTERNAL DRAINAGE WORKS	DB/19	
12	ELECTRICAL WORKS	DB/24	
13	2-DOOR TWIN DOOR TOILET	TB/03	
14	UNDERGROUND WATER TANK	WT/03	
15	LANDSCAPING & BEAUTIFICATION	DB/25	
	<b>TOTAL FOR BILL NO. 02: NEW DISPENSARY BLOCK CARRIED TO GRAND SUMMARY</b>		

**BILL NO 03: PRIME COST AND PROVISIONAL SUMS**

ITEM	DESCRIPTION	AMOUNT
	<b><u>PRIME COST &amp; PROVISIONAL SUMS</u></b>	
A	Provide a P. C. sum of Kenya Shillings Four Hundred Thousand (Kshs. 400, 000/=) for contingencies.	400,000.00
B	Provide a sum of Kenya Shillings four Hundred Thousand (Kshs.400, 000/=) for Project Management.	400,000.00
	<b>TOTAL FOR PROVISIONAL SUMS CARRIED TO GRAND SUMMARY</b>	<b>800,000.00</b>

**BILLS OF QUANTITIES FOR THE PROPOSED BLOCK AT  
DOLOLO IN MANDERA SOUTH**

**GRAND SUMMARY**

ITEM	DESCRIPTION	Page No.	For official use only		For contractor's use only	
			Kshs.	Cts.	Kshs.	Cts.
	<b><u>GRAND SUMMARY</u></b>					
A	Particular Preliminaries and General Preliminaries	GP/13				
B.	Dispensary block	DB/26				
C.	P.C. and provisional sums	PC/01	<b>800,000</b>	<b>00</b>	<b>800,000</b>	<b>00</b>
	<b>SUB TOTAL</b>					
	ADD 16% VAT					
	<b>TOTAL CARRIED TO FORM OF TENDER</b>					

Kenya Shillings.....

.....

Contractor: .....

VAT Registration No: .....

Pin No: .....

Address: .....

Signature: ..... Date: .....

Witness: .....

Address: .....

Signature: ..... Date: .....