

**REPUBLIC OF KENYA**



**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING AND  
URBAN DEVELOPMENT  
STATE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**PROPOSED CIVIL SERVANTS HOUSING SCHEME**

**AT  
MACHAKOS TOWN, MACHAKOS COUNTY**

**TENDER DOCUMENTS**

**(MAIN WORKS)**

**BUILDER'S WORKS**

**VOL. 2 of 2**

**FINANCIAL PROPOSAL**

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**W.P ITEM NO. D111/EN/MKS 1501 JOB NO. 10056A**

**TENDER NO. MTHUD/HUD/CSHS/06A/2016-2017**

**PROJECT MANAGER**

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State Department of Public Works,  
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**NAIROBI.**

**JANUARY, 2017**

# REPUBLIC OF KENYA



## PROPOSED CIVIL SERVANTS HOUSING SCHEME AT MACHAKOS TOWN, MACHAKOS COUNTY W.P ITEM NO. D111/EN/MKS 1501 JOB NO. 10056A

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**REPUBLIC OF KENYA**



**PROPOSED CIVIL SERVANTS HOUSING SCHEME AT MACHAKOS TOWN,  
MACHAKOS COUNTY**

Supplied as part of the **Contract No. W.P ITEM NO. D111/EN/MKS 1501 JOB NO. 10056A** for the Proposed Civil Servants Housing Scheme at Machakos Town, Machakos County

**Prepared and issued by: -  
Chief Quantity Surveyor,  
Ministry of Trans. Infra. and Housing & Urban Development,  
State Department of Public Works,  
P O Box 30743-00100,  
Ngong Road,  
NAIROBI.**

The contract for the above-mentioned works entered into this ..... day of ..... 20... by the undersigned refers to these Bills of Quantities and the Ministry of Public Works & Housing General Specification dated March, 1976 (together with any amendments issued thereto) shall be read and construed as part of the said contract.

.....  
**THE CONTRACTOR**

.....  
**Permanent Secretary,  
State Department of Housing  
& Urban Development**

Date: .....

Date: .....

**SIGNATURE PAGE**

## **SPECIAL NOTES**

- i) The Tenderer is required to check the numbers of the pages in this document and should he/she find any missing or in duplicate or words indistinct he must inform the Principal Secretary, Ministry of Transport, Infrastructure, Housing & Urban Development, State Department of Housing and Urban Development, P.o Box 30450-00100, Nairobi at once and have the same rectified.
- ii) Should the Tenderer be in doubt about the precise meaning of any item for any reason whatsoever, he/she must inform the Principal Secretary in order that the correct meaning may be decided before the date for submission of tenders.
- iii) No liability will be admitted nor claim allowed in respect of errors in the Tenderer's Tender due to mistakes in this document which should have been rectified in the manner described above.
- iv) The Tenderer shall not alter or otherwise qualify the text of this Tender Document. Any alteration or qualification made without any authority will be ignored and the text printed will be adhered to.
- v) In case of Discrepancy between Tender Data Sheet and other sections of these Tender Documents, information in the Tender Data Sheet shall apply.
- vi) Tender Security and Form of Tender bearing the **Tender Amount** shall be **strictly bound together with the Financial Proposal**. Failure to comply with this requirement shall lead to automatic disqualification.
- vii) Technical Proposal shall be opened first and evaluated in accordance with the Evaluation Criteria.
- viii) Only Tenderers who score 60 points and above in the Technical Evaluation Stage shall qualify for further evaluation and consequently shall have their Financial Bids opened and thereafter evaluated in accordance with the Evaluation Criteria set out in these Tender Documents. Those who score below 60 points shall be disqualified from further evaluation and their Financial Bids shall not be opened.

**SPECIAL NOTES PAGE**

**REPUBLIC OF KENYA**



**STANDARD TENDER DOCUMENT**

**FOR**

**PROCUREMENT OF WORKS  
(BUILDING AND ASSOCIATED CIVIL ENGINEERING)**

**REVISED, OCTOBER 2006**

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## **SECTION 1**

### **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 (i.e. Buildings and associated Civil Engineering Works).
- 1.2 The following guidelines should be observed when using the document:-
- (a) Specific details should be furnished in the Invitation to tender and in the special conditions of contract (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
- (b) 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
  - (c) 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 document shall be modified to include:-
- I. Tender number.
  - II. Tender name.
  - III. Name of procuring entity.
  - IV. Delete name and address of PPOA.

## SECTION II

### INVITATION TO TENDER

#### **PROPOSED CIVIL SERVANTS HOUSING SCHEME IN MACHAKOS TOWN, MACHAKOS COUNTY** **W.P ITEM NO. D111/EN/MKS 1501 JOB NO. 10056A**

1. The Government of the Republic of Kenya through the Ministry of Transport, Infrastructure, Housing and Urban Development, State Department of Housing, and Urban Devt., Department of Civil Servants Housing Scheme intends to put up **Two Hundred (200No.)** housing units complete with associated Civil, Mechanical and Electrical Works in Machakos Town, Machakos County
2. The Government now invites Tenders from eligible bidders registered by National Construction Authority in category NCA2 and above to express their interest in the proposed works. Selection of successful bidder shall follow the national competitive bidding procedures described in the Tender Documents.
3. Eligible bidders may obtain further information from **the Procurement Department, Ministry of Transport, Infrastructure, Housing and Urban Development, State Department of Housing & Urban Development.**
4. A pre-tender site meeting will be held **on the date and time indicated the tender invitation notice.**
5. Eligible bidders will be required to submit a separate **Technical** and **Financial** proposals. A technical evaluation shall be conducted first and only those bidders who score pass mark as outlined in Technical Evaluation Criteria shall have their financial bids opened and subsequently evaluated. Technical Proposals in respect of bidders who fail to achieve the pass mark shall not be opened and the affected bidders shall stand disqualified from this tender.
6. Both Technical and Financial proposals in **separate sealed** envelopes clearly marked **“Technical Proposal”** and **“Financial Proposal”** and put into one outer envelope bearing the name and identification number of the tender and addressed to the Principal Secretary, State Department of Housing and Urban Devt., Ardhi House, 1<sup>st</sup> Ngong Avenue, P.o Box 30450-00100, Nairobi shall be deposited in the State Department of Housing Tender Box at Ardhi House on or before the date and time indicated in the Tender Invitation Notice. **Bidders are advised to ensure there is no mix-up between Technical and Financial Proposal Documents.**
7. Should the Tender Invitation Notice instruct Tenderers to return tenders **electronically**, bidders shall follow **submission procedures** stated in the Notice and the interactive online instructions on the Government of Kenya e-procurement platform.
8. Technical Proposal shall be opened in the presence of Bidders’ representatives who choose to attend.
9. Financial Proposals shall be opened after evaluating Technical Proposals. Bidders who pass the Technical Proposal Stage shall be notified to witness the opening of their Financial Proposals.
10. Late bids shall be rejected and consequently shall not be opened.
11. The Technical and Financial proposals shall remain valid for **One Hundred Twenty (120) days from the date of submission of tenders.**
12. The tenders shall be accompanied by Tender/Bid security equivalent to **one percent (1%) of the Tender Amount and must be in the Form of Bank Guarantee from a reputable bank or Insurance from approved Insurance Company.**
13. The Government reserves the right to accept or reject any tender and is not bound to give reasons for its decision.



## SECTION III-INSTRUCTIONS TO TENDERERS

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## INSTRUCTIONS TO TENDERERS.

1. **1. General/Eligibility/Qualifications/Joint venture/Cost of tendering**
  - 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 tender documents.
  - 1.2 All tenderers shall provide the Qualification Information, a statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or has not been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender.
  - 1.3 All tenderers shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
  - 1.4 In the event that pre-qualification of potential tenderers has been undertaken, only tenders from pre-qualified tenderers will be considered for award of Contract. These qualified tenderers should submit with their tenders any information updating their original pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission.
  - 1.5 Where no pre-qualification of potential tenderers has been done, all tenderers shall include the following information and documents with their tenders , unless otherwise stated:
    - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the tender to commit the tenderer:
    - (b) total monetary value of construction work performed for each of the last five years:
    - (c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;
    - (d) major items of construction equipment proposed to carry out the Contract and an undertaking that they will be available for the Contract.
    - (e) qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract.

- (f) reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to seek references from the tenderer's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and
- (j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

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

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

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

- (a) annual volume of construction work of at least 2.5 times the estimated annual cashflow for the Contract;
- (b) experience as main contractor in the construction of at least
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;
- (d) a Contract manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 4 months of the estimated payment flow under this Contract.

- 1.8 The figures for each of the partners of a joint venture shall be added together to determine the tenderer's compliance with the minimum qualifying criteria of clause 1.7 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.7 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's tender. Subcontractors' experience and resources will not be taken into account in determining the tenderer's compliance with the qualifying criteria, unless otherwise stated.
- 1.9 Each tenderer shall submit only **one tender**, either individually or as a partner in a joint venture. A tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the tenderer's participation to be disqualified.
- 1.10 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.
- 1.11 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.
- 1.12 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.13 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 1.14 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 below and any addenda issued in accordance with Clause 2.4.
  - (a) These Instructions to Tenderers
  - (b) Form of Tender and Qualification Information
  - (c) Conditions of Contract
  - (d) Appendix to Conditions of Contract
  - (e) Specifications
  - (f) Drawings
  - (g) Bills of Quantities
  - (h) Forms of Securities
- 2.2 The tenderer shall examine all Instructions, Forms to be filled and Specifications in the tender documents. Failure to furnish all information required by the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderer's risk and may result in rejection of his tender.

- 2.3 A prospective tenderer making an inquiry relating to the tender documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will only respond to requests for clarification received earlier than seven days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all tenderers. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders, in accordance with Clause 4.2 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) These Instructions to Tenderers, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications;
  - (b) Tender Security;
  - (c) Priced Bill of Quantities ;
  - (d) Qualification Information Form and Documents;
  - (e) Alternative offers where invited; and
  - (f) Any other materials required to be completed and submitted by the tenderers.
- 3.3 The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause relevant to the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the tenderer.
- 3.4 The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of 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. A tenderer may refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with Clause 3.7 - 3.11 in all respects.

- 3.7 The tenderer shall furnish, as part of the tender, a Tender Security in the amount and form specified in the appendix to invitation to tenderers. This shall be in the amount not exceeding 2 percent of the tender price
- 3.8 The format of the Tender Security should be in accordance with the form of Tender Security included in Section G - Standard forms or any other form acceptable to the Employer . Tender Security shall be valid for 30 days beyond the validity of the tender.
- 3.9 Any tender not accompanied by an acceptable Tender Security shall be rejected. The Tender Security of a joint venture must define as "Tenderer" all joint venture partners and list them in the following manner: a joint venture consisting of" .....", " .....", and ".....".
- 3.10 The Tender Securities of unsuccessful tenderers will be returned within 28 days of the end of the tender validity period specified in Clause 3.6.
- 3.11 The Tender Security of the successful tenderer will be discharged when the tenderer has signed the Contract Agreement and furnished the required Performance Security.
- 3.12 The Tender Security may be forfeited
  - (a) if the tenderer withdraws the tender after tender opening during the period of tender validity;
  - (b) if the tenderer does not accept the correction of the tender price, pursuant to Clause 5.7;
  - (c) in the case of a successful tenderer, if the tenderer fails within the specified time limit to
    - (i) sign the Agreement, or
    - (ii) furnish the required Performance Security.
- 3.13 Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. Alternatives will not be considered, unless specifically allowed in the invitation to tender. If so allowed, tenderers wishing to offer technical alternatives to the requirements of the tendering documents must also submit a tender that complies with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. In addition to submitting the basic tender, the tenderer shall provide all information necessary for a complete evaluation of the alternative,

including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tender conforming to the basic technical requirements shall be considered.

- 3.14 The tenderer shall prepare one original of the documents comprising the **TECHNICAL** and **FINANCIAL** tender documents (**both of which will be sealed separately then sealed in ONE OUTER ENVELOPE**) as described in clause 3.2 of these instructions to tenderers, bound with the volume containing the Form of Tender, and clearly marked "**ORIGINAL**".
- 3.15 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the tenderer, pursuant to Clause 1.5 (a) or 1.6 (b), as the case may be. All pages of the tender where alterations or additions have been made shall be initialled by the person or persons signing the tender.
- 3.16 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.
- 3.17 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.
- 3.18 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

#### **4. Submission of Tenders**

- 4.1 The tenderer shall seal the original copy of the **Financial** and **Technical** proposals in two separate inner envelopes and one outer envelope, duly marking the inner envelopes as "**FINANCIAL**" and "**TECHNICAL**" as appropriate. The inner and outer envelopes shall:
  - (a) be addressed to the Employer at the address provided in the invitation to tender;
  - (b) bear the name and identification number of the Contract as defined in the invitation to tender; and
  - (c) Provide a warning not to open before the specified time and date for tender opening.

Should the Tender Invitation Notice instruct Tenderers **to submit tenders electronically**, bidders shall follow procedures given in the notice and the **interactive online instructions on the Government of Kenya e-procurement platform**

- 4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender. However, the Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Sub-Clause 2.5 in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.

- 4.3 Any tender received after the deadline prescribed in clause 4.2 will be returned to the tenderer un-opened.
- 4.4 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 4.2. Each tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 3.13 and 4.1, with the outer and inner envelopes additionally marked "**MODIFICATION**" and "**WITHDRAWAL**", as appropriate. No tender may be modified after the deadline for submission of tenders.
- 4.5 Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended pursuant to Clause 3.6 may result in the forfeiture of the Tender Security pursuant to Clause 3.11.
- 4.6 Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with Clause 4.4 or be included in the original tender submission.

## **5. Tender Opening and Evaluation**

- 5.1 The tenders will be opened by the Employer, including modifications made pursuant to Clause 4.4, in the presence of the tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender. Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Tenderers' and Employer's representatives who are present during the opening shall sign a register evidencing their attendance.
- 5.2 The tenderers' names, the tender prices, the total amount of each tender and of any alternative tender (if alternatives have been requested or permitted), any discounts, tender modifications and withdrawals, the presence or absence of Tender Security, and such other details as may be considered appropriate, will be announced by the Employer at the opening. Minutes of the tender opening, including the information disclosed to those present will be prepared by the Employer.
- 5.3 Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of Contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with Clause 5.7.
- 5.5 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (a) meets the eligibility criteria defined in Clause 1.7;(b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms,



conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

- 5.6 If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 5.7 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
  - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
  - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.
  - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected Builder's Work (i.e. Corrected tender sum less P.C. and Provisional Sums)
  - (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
  - (f) the amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.11.
- 5.8 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 5.5.
- 5.9 In evaluating the tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
- (a) making any correction for errors pursuant to clause 5.7;
  - (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Dayworks where priced competitively.

- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with clause 3.12; and
  - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with clause 4.6
- 5.10 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in tender evaluation.
- 5.11 The tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.
- 5.12 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a non-indigenous sub-contractor.

## **6. Award of Contract**

- 6.1 Subject to Clause 6.2, the award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be (a) eligible in accordance with the provision of Clauses 1.2, and (b) qualified in accordance with the provisions of clause 1.7 and 1.8.
- 6.2 Notwithstanding clause 6.1 above, the Employer reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.
- 6.3 The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum (hereinafter and in all Contract documents called the "Contract Price") that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- The contract shall be formed on the parties signing the contract.
- 6.4 The Agreement will incorporate all agreements between the Employer and the successful tenderer. Within 14 days of receipt the successful tenderer will sign the Agreement and return it to the Employer.

- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in the amount stipulated in the Appendix to Conditions of Contract and in the form stipulated in the Tender documents. The Performance Security shall be in the amount and specified form
- 6.6 Failure of the successful tenderer to comply with the requirements of clause 6.5 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.
- 6.7 Upon the furnishing by the successful tenderer of the Performance Security, the Employer will promptly notify the other tenderers that their tenders have been unsuccessful.
- 6.8 Preference where allowed in the evaluation of tenders shall not be allowed for contracts not exceeding one year (12 months)
- 6.9 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 6.10 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.
- 6.11 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 6.12 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 6.13 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.
- 6.14 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.15 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.
- 6.16 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

## **7. Corrupt and Fraudulent practices**

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

**APPENDIX TO CONDITIONS OF TENDERING**

<b>INSTRUCTION TO TENDER REFERENCE</b>	<b>ITEM DESCRIPTION</b>	
<b>ITT 1.1</b>	<p>i) Name of Client</p> <p>ii) Name of project</p> <p>iii) Description of works</p>	<p>Ministry of Transport. Infrastructure, Housing &amp; Urban Development, State Department of Housing and Urban Devt., P.O Box 30450-00100, Nairobi</p> <p>Proposed Civil Servants Housing Scheme at Machakos Town</p> <p>Construction of 200No. Housing units complete with associated, civil, electrical and mechanical works</p>
<b>ITT 1.2</b>	Category of Applicants	All prospective bidders should be registered with National Construction Authority in NCA2 and above
<b>ITT 1.3</b>	Information sought under this clause	Not applicable
<b>ITT 1.5</b>	Relevant sub-items	All clauses applicable except (H) &(J)
<b>ITT 1.7</b>	Evaluation criteria	As per Technical Proposal Evaluation Criteria
<b>ITT 1.10</b>	Costs associated with the tender	Applicable
<b>ITT 1.13</b>	Costs of tender documents	As per tender invitation notice
<b>ITT 2.3</b>	Clarifications	To be done 7 days to closure of the Tender
<b>ITT 3.6</b>	Tender validity	Tenders shall remain valid for a period of one hundred and twenty (120) days
<b>ITT 3.7</b>	Tender security	Shall be 1% of Tender Amount
<b>ITT 3.8</b>	Format of Tender security	As per standard Tender security form
<b>ITT 4.1 &amp; 3.14</b>	Preparation & submission of Tenders	All prospective Bidders to submit two copies one marked ORIGINAL and another COPY
<b>ITT 4.2</b>	Closing date, time & place	As per Tender Invitation Notice
<b>ITT 6.1</b>	Award of Tender	The award of contract shall be made to the tenderer with the lowest evaluated Tender price
<b>ITT 6.2</b>	Right to accept or reject any Tender	The Ministry reserves the right to reject any tender without giving reasons for the rejection and does not bind itself to the lowest or any Tender

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## CONDITIONS OF CONTRACT

### 1. Definitions

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

**“Bill of Quantities”** means the priced and completed Bill of Quantities forming part of the tender.

**“Compensation Events”** are those defined in Clause 24 hereunder.

**“The Completion Date”** means the date of completion of the Works as certified by the Project Manager, in accordance with Clause 31.

**“The Contract”** means the agreement entered into between the Employer and the Contractor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein to execute, complete, and maintain the Works,

**“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 and thereafter as adjusted in accordance with the provisions of the Contract.

**“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 Project Manager upon correction of defects by the Contractor.

**“The Defects Liability Period”** is the period named in the Contract Data and calculated from the Completion Date.

**“Drawings”** include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

**“Dayworks”** are Work inputs subject to payment on a time basis for labour and the associated materials and plant.

**“Employer”**, or the **“Procuring entity”** as defined in the Public Procurement Regulations (i.e. Central or Local Government administration, Universities, Public Institutions and Corporations, etc) 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.

**“The Intended Completion Date”** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

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

**“Plant”** is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

**“Project Manager”** is the person named in the Appendix to Conditions of Contract (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract and shall be an “Architect” or a “Quantity Surveyor” registered under the Architects and Quantity Surveyors Act Cap 525 or an “Engineer” registered under Engineers Registration Act Cap 530.

**“Site”** is the area defined as such in the Appendix to Condition of Contract.

**“Site Investigation Reports”** are those reports that may be included in the tendering documents which are factual and interpretative about the surface and subsurface conditions at the Site.

**“Specifications”** means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

**“Start Date”** is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with the Site possession date(s).

**“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 Project Manager which varies the Works.

**“The Works”** are what the Contract requires the Contractor to construct, install, and turnover to the Employer, as defined in the Appendix to Conditions of Contract.

## **2. Interpretation**

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.
- 2.2 If sectional completion is specified in the Appendix to Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and

the Intended Completion Date apply to any section of the Works (other than references to the Intended Completion Date for the whole of the Works).

2.3 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) Appendix to Conditions of Contract,
- (5) Conditions of Contract,
- (6) Specifications,
- (7) Drawings,
- (8) Bill of Quantities,
- (9) Any other documents listed in the Appendix to Conditions of Contract as forming part of the Contract.

Immediately after the execution of the Contract, the Project Manager shall furnish both the Employer and the Contractor with two copies each of all the Contract documents. Further, as and when necessary the Project Manager shall furnish the Contractor [always with a copy to the Employer] with three [3] copies of such further drawings or details or descriptive schedules as are reasonably necessary either to explain or amplify the Contract drawings or to enable the Contractor to carry out and complete the Works in accordance with these Conditions.

### **3. Language and Law**

3.1 Language of the Contract and the law governing the Contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

### **4 Project Manager's Decisions**

4.1 Except where otherwise specifically stated, the Project Manager will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

### **5 Delegation**

5.1 The Project Manager may delegate any of his duties and responsibilities to others after notifying the Contractor.

### **6 Communications**

6.1 Communication between parties shall be effective only when in writing. A notice shall be effective only when it is delivered.



## **7 Subcontracting**

7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

## **8 Other Contractors**

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities etc. as listed in the Appendix to Conditions of Contract and also with the Employer, as per the directions of the Project Manager. The Contractor shall also provide facilities and services for them. The Employer may modify the said List of Other Contractors etc., and shall notify the Contractor of any such modification.

## **9 Personnel**

9.1 The Contractor shall employ the key personnel named in the Qualification Information, to carry out the functions stated in the said Information or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Qualification Information. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Work in the Contract.

## **10 Works**

10.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. 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 Project Manager, and complete them by the Intended Completion Date.

## **11 Safety and Temporary Works**

11.1 The Contractor shall be responsible for the design of temporary works. However before erecting the same, he shall submit his designs including specifications and drawings to the Project Manager and to any other relevant third parties for their approval. No erection of temporary works shall be done until such approvals are obtained.

11.2 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary works and all drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before they can be used.

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

## **12. Discoveries**

12.1 Anything of historical or other interest or of significant value unexpectedly discovered on Site shall be the property of the Employer. The Contractor shall

notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

### **13. Work Program**

- 13.1 Within the time stated in the Appendix to Conditions of Contract, the Contractor shall submit to the Project Manager for approval a program showing the general methods, arrangements, order, and timing for all the activities in the Works. An update of the program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Work, including any changes to the sequence of the activities.

The Contractor shall submit to the Project Manager for approval an updated program at intervals no longer than the period stated in the Appendix to Conditions of Contract. If the Contractor does not submit an updated program within this period, the Project Manager may withhold the amount stated in the said Appendix from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted. The Project Manager's approval of the program shall not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Project Manager again at any time. A revised program shall show the effect of Variations and Compensation Events.

### **14. Possession of Site**

- 14.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Appendix to Conditions of Contract, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.

### **15. Access to Site**

- 15.1 The Contractor shall allow the Project Manager and any other person authorised by the Project Manager, 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.

### **16. Instructions**

- 16.1 The Contractor shall carry out all instructions of the Project Manager which are in accordance with the Contract.

### **17. Extension or Acceleration of Completion Date**

- 17.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Work, which would cause the Contractor to incur additional cost. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager in writing for a decision upon the effect of a Compensation Event or variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay caused by such failure shall not be considered in assessing the new (extended) Completion Date.

- 17.2 No bonus for early completion of the Works shall be paid to the Contractor by the Employer.

## **18. Management Meetings**

- 18.1 A Contract management meeting shall be held monthly and attended by the Project Manager and the Contractor. Its business shall be to review the plans for the remaining Work and to deal with matters raised in accordance with the early warning procedure. The Project Manager shall record the minutes of management meetings and provide copies of the same to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

## **19. Early Warning**

- 19.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the Work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.
- 19.2 The Contractor shall cooperate with the Project Manager in making and considering proposals on how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the Work and in carrying out any resulting instructions of the Project Manager.

## **20. Defects**

- 20.1 The Project Manager 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 Project Manager may instruct the Contractor to search for a defect and to uncover and test any Work that the Project Manager 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.
- 20.2 The Project Manager 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. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- 20.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Project Manager's notice. If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Project Manager 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.

## **21. Bills Of Quantities**

- 21.1 The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rate in the Bills of Quantities for each item.
- 21.2 If the final quantity of the Work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent and provided the change exceeds 1 percent of the Initial Contract price, the Project Manager shall adjust the rate to allow for the change.
- 21.3 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bills of Quantities.

## **22. Variations**

- 22.1 All variations shall be included in updated programs produced by the Contractor.
- 22.2 The Contractor shall provide the Project Manager with a quotation for carrying out the variations when requested to do so. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period as may be stated by the Project Manager and before the Variation is ordered.
- 22.3 If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 22.4 If the Contractor's quotation is unreasonable, the Project Manager may order the variation and make a change to the Contract price, which shall be based on the Project Manager's own forecast of the effects of the variation on the Contractor's costs.
- 22.5 If the Project Manager decides that the urgency of varying the Work would prevent a quotation being given and considered without delaying the Work, no quotation shall be given and the variation shall be treated as a Compensation Event.
- 22.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 22.7 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

## **23. Payment Certificates, Currency of Payments and Advance Payments**

- 23.1 The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the

amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.

- 23.2 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed; materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.
- 23.3 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate. If the Employer makes a late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.
- 23.4 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 23.5 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 23.6 The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of any changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.
- 23.7 In the event that an advance payment is granted, the following shall apply:-
- a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.
  - b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee

satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.

- c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

The amount to be repaid by way of successive deductions shall be calculated by means of the formula:

$$R = \frac{A(x^1 - x^{11})}{80 - 20}$$

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

X<sup>1</sup> = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.

X<sup>11</sup> = the amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80% but not less than 20%.

- d) With each reimbursement the counterpart of the directly liable guarantee may be reduced accordingly.

## 24. Compensation Events

24.1 The following issues shall constitute Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.
- (b) The Employer modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from

the information issued to tenderers (including the Site investigation reports), from information available publicly and from a visual inspection of the Site.

- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional work required for safety or other reasons.
  - (h) Other contractors, public authorities, utilities, or the Employer does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.
  - (i) The effects on the Contractor of any of the Employer's risks.
  - (j) The Project Manager unreasonably delays issuing a Certificate of Completion.
  - (k) Other compensation events described in the Contract or determined by the Project Manager shall apply.
- 24.2 If a compensation event would cause additional cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.
- 24.3 As soon as information demonstrating the effect of each compensation event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager will assume that the Contractor will react competently and promptly to the event.
- 24.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having co-operated with the Project Manager.
- 24.5 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Appendix to Conditions of Contract.
- 24.6 The Contractor shall give written notice to the Project Manager of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter.

Provided always that should the event giving rise to the claim of continuing effect, the Contractor shall submit an interim claim within the said thirty days and a final claim within thirty days of the end of the event giving rise to the claim.

## 25. Price Adjustment

- 25.1 The Project Manager shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.
- 25.2 The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provisions in the Contract Bills of Quantities or Specifications) for permanent incorporation in the Works. Unless otherwise stated in the Contract, if at any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Project Manager shall assess the net difference in the cost of such materials. Any amount from time to time so assessed shall be added to or deducted from the Contract Price, as the case may be.
- 25.3 Unless otherwise stated in the Contract, the Contract Price shall be deemed to have been calculated in the manner set out below and in sub-clauses 25.4 and 25.5 and shall be subject to adjustment in the events specified thereunder;
- (i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
  - (ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.
  - (iii) No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.
- 25.4 The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the basic prices of materials to be permanently incorporated in the Works as determined by the J.B.C. and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
- 25.5 Upon the J.B.C. determining that any of the said basic prices are increased or decreased then the Contract Price shall be increased or decreased by the amount to be assessed by the Project Manager based upon the difference



between the price set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of the relevant materials which have not been taken into account in arriving at the amount of any interim certificate under clause 23 of these Conditions issued before the date of publication of such increase or decrease.

- 25.6 No adjustment shall be made in respect of changes in basic prices of materials which occur after the date for Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.
- 25.7 The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of any materials included in the schedule of basic rates.

## **26. Retention**

- 26.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Appendix to Conditions of Contract until Completion of the whole of the Works. On Completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the remaining half when the Defects Liability Period has passed and the Project Manager has certified that all defects notified to the Contractor before the end of this period have been corrected.

## **27. Liquidated Damages**

- 27.1 The Contractor shall pay liquidated damages to the Employer at the rate stated in the Appendix to Conditions of Contract for each day that the actual Completion Date is later than the Intended Completion Date. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not alter the Contractor's liabilities.
- 27.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rate specified in Clause 23.30

## **28. Securities**

- 28.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a reputable bank acceptable to the Employer, and denominated in Kenya Shillings. The Performance Security shall be valid until a date 30 days beyond the date of issue of the Certificate of Completion.

## **29. Dayworks**

- 29.1 If applicable, the Dayworks rates in the Contractor's tender shall be used for small additional amounts of Work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 29.2 All work to be paid for as Dayworks shall be recorded by the Contractor on Forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the Work being done.

- 29.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

### **30. Liability and Insurance**

- 30.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer's risks:
- (a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to;
    - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or
    - (ii) negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
  - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.
- 30.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer's risk except loss or damage due to;
- (a) a defect which existed on or before the Completion Date.
  - (b) an event occurring before the Completion Date, which was not itself the Employer's risk
  - (c) the activities of the Contractor on the Site after the Completion Date.
- 30.3 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risk are Contractor's risks.

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Appendix to Conditions of Contract for the following events;

- (a) loss of or damage to the Works, Plant, and Materials;
  - (b) loss of or damage to Equipment;
  - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and
  - (d) personal injury or death.
- 30.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.

- 30.5 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 30.6 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

### **31. Completion and taking over**

- 31.1 Upon deciding that the Works are complete, the Contractor shall issue a written request to the Project Manager to issue a Certificate of Completion of the Works. The Employer shall take over the Site and the Works within seven [7] days of the Project Manager's issuing a Certificate of Completion.

### **32. Final Account**

- 32.1 The Contractor shall issue the Project Manager with a detailed account of the total amount that the Contractor considers payable to him by the Employer under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects 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 Project Manager shall issue within 30 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 Project Manager shall decide on the amount payable to the Contractor and issue a Payment Certificate. The Employer shall pay the Contractor the amount due in the Final Certificate within 60 days.

### **33. Termination**

- 33.1 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 when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Project Manager;
  - (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
  - (c) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
  - (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate) of issue.
  - (e) the Project Manager 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 determined by the Project Manager;

- (f) the Contractor does not maintain a security, which is required.
- 33.2 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Clause 33.1 above, the Project Manager shall decide whether the breach is fundamental or not.
- 33.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 33.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager 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.

### **34. Payment Upon Termination**

- 34.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the Work done and materials ordered and delivered to Site up to the date of the issue of the certificate. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor.
- 34.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works.
- 34.3 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 the Site, plant, equipment and temporary works.
- 34.4 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 Project Manager may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to or hired by him, and in default 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.  
Until after completion of the Works under this clause the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Project Manager 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.

### **35. Release from Performance**

- 35.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop Work as quickly as possible after receiving this certificate and shall be paid for all Work carried out before receiving it.

### **36. Corrupt gifts and payments of commission**

The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the

Employer any gift 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 for the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Employer.

- (b) Enter into this or any other contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

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 provisions of the Public Procurement Regulations issued under The Exchequer and Audit Act Cap 412 of the Laws of Kenya.

### **37. Settlement Of Disputes**

- 37.1 In case any dispute or difference shall arise between the Employer or the Project Manager on his behalf and the Contractor, either during the progress or after the completion or termination of the Works, such dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred 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 or Vice Chairman of any of the following professional institutions;

- (i) Architectural Association of Kenya
- (ii) Institute of Quantity Surveyors of Kenya
- (iii) Association of Consulting Engineers of Kenya
- (iv) Chartered Institute of Arbitrators (Kenya Branch)
- (v) Institution of Engineers of Kenya

On the request of the applying party, the institution written to first by the aggrieved party shall take precedence over all other institutions.

- 37.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.
- 37.3 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 37.4 Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 37.5 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:
- 37.5.1 The appointment of a replacement Project Manager upon the said person ceasing to act.
- 37.5.2 Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
- 37.5.3 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- 37.5.4 Any dispute or difference arising in respect of war risks or war damage.
- 37.6 All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.
- 37.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 37.8 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 37.9 The award of such Arbitrator shall be final and binding upon the parties.

**SECTION V – APPENDIX TO CONDITIONS OF CONTRACT**

THE EMPLOYER IS

Name: **MINISTRY OF INFRASTRUCTURE, HOUSING & URBAN DEVELOPMENT  
STATE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

Address: **P.O. BOX 30450-00100, NAIROBI**

Name of Authorized Representative: **PRINCIPAL SECRETARY**

Telephone: **020-2718050**

Email: [info@ardhi.go.ke](mailto:info@ardhi.go.ke)

The Project Manager is

Name: **WORKS SECRETARY, MINISTRY OF TRANSPORT, INFRASTRUCTURE,, HOUSING AND  
URBAN DEVELOPMENT , STATE DEPARTMENT OF PUBLIC WORKS**

Address: **P.O. BOX 30743-00100, NAIROBI**

Telephone: **020- 723101**

Email: [info@publicworks.go.ke](mailto:info@publicworks.go.ke)

The name (and identification number) of the Contract is **PROPOSED CIVIL SERVANTS HOUSING  
SCHEME AT MACHAKOS TOWN-W.P ITEM NO. D111/EN/MKS 1501 JOB NO. 10056A**

The works to be carried consist of construction of **200No.** Housing units complete with associated civil, electrical and mechanical works

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

The Intended Completion Date for the whole of the Works shall be **96 WEEKS FROM THE DATE  
OF SITE POSSESSION OR ALTERNATIVE PERIOD QUOTED BY THE CONTRACTOR IN THE  
PARTICULAR PRELIMINARIES**

The following documents also form part of the Contract: **AS LISTED IN CLAUSE 2.3 OF THE  
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 Machakos Town , Machakos County and is defined in drawings nos. **AS  
PROVIDED**

The Defects Liability period is **180** days.

Other Contractors, utilities etc., to be engaged by the Employer on the Site  
Include those for the execution of;

- 1) None**

The minimum insurance covers shall be;

1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is **Kshs 2,000,000.00**
2. The minimum cover for loss or damage to Equipment is **Kshs 2,000,000.00**
3. The minimum for insurance of other property is **Kshs 2,000,000.00**
4. The minimum cover for personal injury or death insurance
  - For the Contractor's employees is **as per workman compensation** and for other people is **Kshs 2,000,000.00**

The following events shall also be Compensation Events:

1. **NONE ONLY AS LISTED IN CLAUSE 24 OF THE CONDITIONS OF CONTRACT.**
2. \_\_\_\_\_
3. \_\_\_\_\_

The period between Program updates is 30 days.

The amount to be withheld for late submission of an updated Program is **Whole Certificate.**

The proportion of payments retained is 10% percent.

Limit of retention is 5% percent.

The Price Adjustment Clause **SHALL NOT APPLY**

**Period of honoring payment certificate is WITHIN 45 DAYS FROM THE DATE OF RECEIPT OF PAYMENT REQUEST**

The liquidated damages for the whole of the Works is Kshs. **300,000.00** (per week or part thereof)

The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price: Five percent (5%)

The Completion Period for the Works is **96 [Weeks] or other alternative period quoted in the particular preliminaries by the Contractor, whichever is lower**

The rate of exchange for calculation of foreign currency payments is **N/A**

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

Advance Payment **SHALL NOT BE GRANTED**

The Tenderer shall submit **ONLY ONE (1 NO.) ORIGINAL COPY** of the Tender Documents and not two (2No.) as indicated in Clause 4.1 of the Instruction to Tenderers.



## SECTION VI

## **STANDARD FORMS**

- (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

# FORM OF TENDER

To:

Principal Secretary,  
Ministry of Transport, Infrastructure, Housing & Urban Development,  
State Department of Housing & Urban Development,  
P.O Box 30450-00100,  
Nairobi

Date.....

**RE: PROPOSED CIVIL SERVANTS HOUSING SCHEME AT MACHAKOS TOWN, MACHAKOS COUNTY- W.P ITEM NO. D111/EN/MKS 1501 JOB NO. 10056A**

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 the Tenderer]

of \_\_\_\_\_ [Address of the tenderer]

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 \_\_\_\_\_  
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.

**FOR AND ON BEHALF OF THE EMPLOYER**

Name: .....

Title: .....

Binding Signature:.....

Date:.....

**Witnessed by**

Name:.....

Address:.....

Signature:.....

Date:.....

**FOR AND ON BEHALF OF THE CONTRACTOR**

Name of Contractor:.....

Full name of Contractor's authorized representative:.....

Title:.....

Binding Signature:.....

Date:.....

**Witnessed by**

Name:.....

Address:.....

Signature:.....

Date:.....

**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 recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

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

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

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

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from 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

N.B-Tenderers should note that tables provided herein are for guidance only. They should therefore prepare their own tables and attach to these tender documents

### 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 year

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	Year of completion	Value of Contract

**(Attach Completion Certificates in support)**

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

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

**(Attach log book copies, evidence of lease or purchase)**

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

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

a) Project Manager e.tc			

**(Attach biographical data of every person named)**

1.6 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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1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

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

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

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

**2 Joint Ventures**

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

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

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

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

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

**TENDER QUESTIONNAIRE**

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 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

**STATEMENT OF FOREIGN CURRENCY REQUIREMENTS (N/A)**

(See Clause 23] of the Conditions of Contract)

In the event of our Tender for the execution of \_\_\_\_\_  
\_\_\_\_\_ (*name of Contract*) being accepted, we would require in  
accordance with Clause 21 of the Conditions of Contract, which is attached hereto, the  
following percentage:

(Figures)..... (Words).....

of the Contract Sum, (Less Fluctuations) to be paid in foreign currency.

Currency in which foreign exchange element is required:

.....

Date: The ..... Day of ..... 20.....

Enter 0% (zero percent) if no payment will be made in foreign currency.

Maximum foreign currency requirement shall be \_\_\_\_\_ (percent) of the  
Contract Sum, less Fluctuations.

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

**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

**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



## TENDER DATA SHEET (TDS)

TDS Reference No.	Amendment of, and supplements to Clauses in the Instructions to Tenderers
<b>A. INTRODUCTION</b>	
1	The Procuring Entity: <b>Ministry of Transport, Infrastructure, Housing &amp; Urban Development, State Department of Housing and Urban Development</b>
2	The Name of Project: <b>Proposed Civil Servants Housing Scheme</b>
3	Location of Site: <b>Machakos Town, Machakos County</b>
4	Work Program Item Number: <b>D111/EN/MKS 1501 JOB NO. 10056A</b>
5	The objective of the Project is to: <b>Provide housing accommodation to Civil Servants at affordable cost</b>
6	Expected Completion Date: <b>96 Weeks from Start Date or other alternative date quoted in the particular preliminaries by the Contractor, whichever is lower</b>
7	Description of the Works: <b>The works to be carried out under this contract comprise construction and completion of blocks of flats containing 200No. housing units complete with associated Civil Works, Mechanical Installation works, Electrical Installation Works and Perimeter Fencing.</b>
8	Alternative Tenders are <b>Not Allowed</b> in this tender
9	NCA registration Category Required: <b>NCA2 and above and Cotractors must appear in the current register</b>
10	Eligibility: <b>The Tender is National Open Tender open to all eligible and competent Contractors as indicated above</b>
11	Pretender Site Meeting shall take place on the <b>Date and Time indicated in the Advertisement Notice</b>
12	The minutes of pretender meeting will be <b>emailed</b>
13	Non-attendance of the Pretender Site meeting <b>will result in disqualification</b>

<b>B. TENDERING DOCUMENTS</b>	
14	The Number of Copies to be submitted is <b>One (1No.) original of both Technical and Financial Proposals</b>
15	Address for clarification of Tendering Documents is: <b>Principal Secretary, Ministry of Transport, Infrastructure, Housing &amp; Urban Development, State Department of Housing and Urban Development, Ardhi House, 1<sup>st</sup> Ngong Avenue, P.o Box 30450-00100, Nairobi</b>
16	Period to respond to request for clarification is <b>Seven (7) days from the date of receipt of the request</b>
17	Period prior to deadline for submission of Tenders for Tenderers to request for clarification is <b>Not later than Seven (7) days before the close of the tender</b>
<b>C. PREPARATION OF TENDERS</b>	
18	Language of Tender and all correspondences <b>shall be English</b>
19	Other information or materials to be completed and submitted by the Tenderer; Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney in authorizing the signatory of the Tenderer to commit the Tenderer; Minimum required annual volume of construction work over the last three years should be <b>Kshs. 200,000,000,00;</b> Experience as Contractor in the construction of at least one project of similar nature and complexity equivalent to the works over the last three years. Works cited must be at least 70% complete; The essential equipment to be made available for the contract by successful Tenderer; A site Manager with at least 5 years working experience in similar works; Evidence of adequate working capital.
20	In the case of Joint Venture, the Tenderer shall furnish <b>Joint Venture Agreement</b>
21	The currency in which the prices shall be quoted is <b>Kenya Shillings</b>
22	The Tender Validity period shall be <b>120 days</b>
23	The amount of Tender Security shall be <b>1% of the Tender Amount</b>

#### D. SUBMISSION OF TENDERS

24	Tenders shall be addressed to: <b>Principal Secretary, Ministry of Transport, Infrastructure, Housing &amp; Urban Development, State Department of Housing and Urban Development, 1<sup>st</sup> Ngong Avenue, Ardhi House, P.o Box 30450-00100, Nairobi.</b>
25	Tenders shall be deposited in the <b>tender box for State Department of Housing and Urban Development</b> . Where Tender Notice instructs that tenders be returned electronically, bidders shall follow guidelines in the notice and online instructions on the e-procurement platform.
26	The deadline for tender submission is <b>as indicated in the Invitation Notice</b>
27	The extension for tender submission shall be made <b>not later than seven (7) days before the expiry of submission deadline</b>
28	Tender opening shall be done at <b>the place indicated in the tender Invitation Notice</b>
29	Advance payment shall <b>not apply</b>
30	The address for submitting appeals to Administrative Review Board is: The Secretary, Public Procurement Administrative Review Board, The Procurement Oversight Authority, 10 <sup>th</sup> Floor, National Bank House, P.o Box 58583-00200, Tel: +254(0) 203244000 Email: <a href="mailto:info@ppoa.go.ke">info@ppoa.go.ke</a> Website: <a href="http://www.ppoa.go.ke">www.ppoa.go.ke</a>



## **PREAMBLES AND PRICING NOTES**

### **A. GENERALLY**

All work to be carried out in accordance with the Ministry of Roads, Public Works and Housing 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 Roads, Public Works and Housing "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 blockwork.

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.

## **A. 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 unless otherwise specified in these Bills of Quantities.

## **B. 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.

## **C. 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.

**Code: PWD/G/01**



# **REPUBLIC OF KENYA**

**MINISTRY OF TRANSPORT, INFRASTRUCTURE, HOUSING &  
URBAN DEVELOPMENT  
STATE DEPARTMENT OF PUBLIC WORKS**

**TENDER**

**EVALUATION CRITERIA**

**1<sup>ST</sup> EDITION (2015)**



## **TENDER EVALUATION CRITERIA**

After tender opening, the tenders will be evaluated in **4 stages**, namely:

1. Preliminary examination;
2. Technical evaluation;
3. Financial Evaluation; and
4. Recommendation for Award.

### **STAGE 1: PRELIMINARY EXAMINATION**

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

These conditions may include the following:

- i) Current Category of Registration with National Construction Authority (NCA) in the relevant trade;
- ii) Current Class of Licenses with the relevant statutory bodies e.g. Energy Regulatory Commission, County Governments, and Water Management Boards etc;
- iii) Proof of payment for tender document if required;
- iv) The Bid has been submitted in the format required by the procuring entity;
- v) Provision of a tender Security, that is in the required format, amount and that the tender is valid for the period required;
- vi) Dully filled Form of Tender;
- vii) Valid Tax Compliance Certificate;
- viii) Dully filled Confidential Business Questionnaire;
- ix) Duly signed Statement of Compliance; and
- x) The required number of copies of the tender has been submitted and all required documents, information and samples have been submitted if stipulated in the tender, advertisement/Invitation letter.

**Note:**

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

- *Clause 13.1 of Instruction to Tenderers, "the tenderers shall furnish as part of his tenders a tender surety in the amount stated in the tender document in the Appendix to Instructions to Tenderers".*
- *Clause 13.2 of Instruction to Tenderers, "the unconditional Tender surety shall be in Kenya shillings and be in form of a certified cheque, bank draft, an irrevocable letter of credit or a guarantee from a reputable Bank/ Insurance approved by PPOA located in the Republic of Kenya. The format of the surety shall be in accordance with the sample form included in the tender documents and the tender surety shall be valid for 150 days from the date of tender opening".*

- *Clause 23.2 of Instruction to Tenderers: “For the purposes of this clause, a substantially responsive tender is one which conforms to all terms and condition and specifications of the tender document without material deviation or reservation and has a valid Bank/Insurance guarantee”.*

The employer/procuring entity may seek further clarification/confirmation if necessary to confirm authenticity/compliance of any condition of the tender. Further, in case of a discrepancy between the amounts stated in the appendix to instruction to tenderers and the one stated in the advertisement or invitation letter, the bid security shall be taken as the amount in the advertisement/ letter of invitation.

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

## **STAGE 2 TECHNICAL EVALUATION**

### **A) Assessment for eligibility**

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

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

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

<b><u>PARAMETER</u></b>	<b><u>MAXIMUM POINTS</u></b>
(i) Tender Questionnaire -----	5
(ii) Key personnel -----	20
(iii) Contract Completed in the last Five (5) years -----	15
(iv) Schedules of on-going projects -----	8
(v) Schedules of contractors equipment -----	20
(vi) Audited Financial Report for the last 3 years -----	10
(vii) Evidence of Financial Resources -----	15
(viii) Name, Address and Telephone of Banks (Contractor to provide) 5	
(ix) Litigation History -----	2
<b>TOTAL</b>	<b><u>100</u></b>

The detailed scoring plan shall be as shown in table 1 below: -

**TABLE 1: Assessment for Eligibility**

Item	Description	Point Scored	Max. Point
i.	<b>Tender Questionnaire Form</b> <ul style="list-style-type: none"> <li>• Completely filled ----- 5</li> <li>• Not filled ----- 0</li> </ul>		<b>5</b>
ii	<b>Key Personnel (Attach evidence)</b>		<b>20</b>
	<b>Director of the firm</b> <ul style="list-style-type: none"> <li>• Holder of degree in relevant Engineering field ----- 6</li> <li>• Holder of diploma in relevant Engineering field ----- 5</li> <li>• Holder of certificate in relevant Engineering field----- 3</li> <li>• Holder of trade test certificate in relevant Engineering field -----2</li> <li>• No relevant certificate ----- 1</li> </ul>	<b>6</b>	
	<b>At least 1No. degree/diploma holder of key personnel in relevant field</b> <ul style="list-style-type: none"> <li>• With over 10 years relevant experience ----- 6</li> <li>• With over 5 years relevant experience----- 4</li> <li>• With under 5 years relevant experience ----- 2</li> </ul>	<b>6</b>	
	<b>At least 1No certificate holder of key personnel in relevant field</b> <ul style="list-style-type: none"> <li>• With over 10 years relevant experience----- 4</li> <li>• With over 5 years relevant experience ----- 3</li> <li>• With under 5 years relevant experience -----1</li> </ul>	<b>4</b>	
	<b>At least 2No artisan (trade test certificate in relevant field)</b> <ul style="list-style-type: none"> <li>• Artisan with over 10 years relevant experience ----- 2</li> <li>• Artisan with under 10 years relevant experience ----- 1</li> <li>• Non skilled worker with over 10 years relevant experience ----- 1</li> </ul>	<b>4</b>	
iii	<b>Contract completed in the last five (5) years (Max of 5No. Projects)- Provide Evidence</b> <ul style="list-style-type: none"> <li>• Project of similar nature, complexity or magnitude ----- 4</li> <li>• Project of similar nature but of lower value than the one in consideration ----- 3</li> <li>• No completed project of similar nature -----0</li> </ul>		<b>20</b>

iv	<b>On-going projects – Provide Evidence</b> <ul style="list-style-type: none"> <li>• No Project of similar nature, complexity and magnitude - ..... 8</li> <li>• Three and below Projects of similar, nature complexity and magnitude .....6</li> <li>• Four and above Projects of similar nature, complexity and magnitude ..... 4</li> </ul>		<b>8</b>
v	<b>Schedule of contractors equipment and transport (proof or evidence of ownership/Lease)</b> <p><b>a)Relevant Transport</b></p> <ul style="list-style-type: none"> <li>• Means of transport (Vehicle) ..... 10</li> <li>• No means of transport ..... 0</li> </ul> <p><b>b)Relevant Equipment</b></p> <ul style="list-style-type: none"> <li>• Has relevant equipment for work being tendered ..... 10</li> <li>• No relevant equipment for work being tendered ..... 0</li> </ul>	10	<b>20</b>
vi	<b>Financial report</b> <p>a)Audited financial report (last three (3) years)</p> <ul style="list-style-type: none"> <li>• Average Annual Turn-over equal to or greater than the cost of the project ..... 10</li> <li>• Average Annual Turn-over above 50% but below 100% of the cost of the project ..... 6</li> <li>• Average Annual Turn-over below 50% of the cost of the project ..... 3</li> </ul>		<b>10</b>
	<p>b)Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc )</p> <ul style="list-style-type: none"> <li>• Has financial resources to finance the projected <b>monthly cash flow*</b> for three months .....15</li> <li>• Has financial resources equal to the projected <b>monthly cash flow*</b> .....10</li> <li>• Has financial resources less the projected <b>monthly cash flow*</b> .....5</li> <li>• Has not indicated sources of financial resources ..... 0</li> </ul>		<b>15</b>
vii	<b>Litigation History</b> <ul style="list-style-type: none"> <li>• Duly Filled ..... 2</li> <li>• Not filled ..... 0</li> </ul>		<b>2</b>
	<b>TOTAL</b>		<b>100</b>

**Any bidder who scores 60 points and above shall be considered for further evaluation**

*\*Monthly Cash Flow = Tender Sum/Contract Period*

## **B) Compliance with Specialist Works Specifications**

In this section, the bid will be analyzed to determine compliance with General and Particular technical specifications for the works as indicated in the tender document. The tenderer shall fill in the Technical Schedule as specified in the tender document for Equipment and Items indicating the Country of Origin, Model/Make/Manufacturer of the Item/Equipment they propose to supply.

The tenderer shall also submit relevant technical brochures/catalogues with the tender document, highlighting the catalogue Numbers of the proposed items. Such brochures/catalogues should indicate comprehensive relevant data of the proposed equipment/items which should include but not limited to the following:

- a) Standards of manufacture;
- b) Performance ratings/characteristics;
- c) Material of manufacture;
- d) Electrical power ratings; and
- e) Any other necessary requirements (Specify).

**Following the above analyses, where the proposed equipment is found not to conform to the stipulated specifications, the tender will be deemed Non-Responsive and will not be evaluated further.**

## **C) Assessment of deviations**

Pursuant to section 64 of the Act, a tender is deemed responsive if it conforms to all the mandatory requirements and it **does not contain major** deviations. Section 23.2 of the instruction to tenderers, defines major deviations as

- a) One that affects in a substantial way the scope, quality, completion timing, administration of works to be undertaken by the tenderer under the contract, inconsistent with the tender document; or
- b) Which limits in any substantial way the rights of the employer or the tenderers obligations; or
- c) Whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

Where the deviations are minor in the view of the tender evaluation committee, with the concurrence of the procuring entity representative, the committee shall quantify such deviations pursuant to section 64 (3) of the Act which requires that a minor deviation shall:

- a) Be quantified to the extent possible; and
- b) Be taken into account in the evaluation and comparison of tenders.

Where the deviation in the view of the tender committee with the concurrence of the procuring entity representative is major, the tender shall be deemed **non-responsive and will not be evaluated further**

**TABLE 2: Assessment of Deviations**

Item	Does the Deviation Substantively Affect the following:	YES	NO
1	Scope of the Works or Services to be delivered		
2	Quality of the Works or Services to be delivered		
3	Completion Timing		
4	Administration of the Works		
5	Consistency with the tender document		
6	Rights of the Employer in a negative manner		
7	Limit the Tenderer's Obligation		
8	Affect unfairly the competitive position of other tenderers		
	COMMENT		

**Any bidder who OBTAINS A YES in the above table shall be considered NON RESPONSIVE and shall not be evaluated further.**

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

Upon completion of the technical evaluation a detailed financial evaluation shall follow. The financial evaluation shall proceed in the manner described in the Public Procurement and Disposal Act (2005) of the laws of Kenya (Section 66) and the Public Procurement and Disposal Regulations, 2006 specifically section 50 (1), (2), and (3).

The evaluation shall be in **three stages**

- a) Determination of the Corrected Tender Sums;
- b) Comparison of Rates; and
- c) Consistency of the Rates.

## **A) Determination of the corrected tender sums**

The Corrected Tender Sum for each bid shall be determined by-

1. *Taking the bid price, as read out at the bid opening;*
2. *Adjusting the tender sum by taking into account any corrections made relating to arithmetic errors;*

Arithmetic Errors will be corrected by the Procuring Entity as follows:

- i) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
  - ii) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected;
  - iii) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
  - iv) The committee shall promptly write to the tenderer and if the tenderer rejects the correction, the tender shall be rejected and the tender security shall be forfeited. If the tenderer accepts the correction, the error shall be considered in adjusting the tender sum.
3. *Adjusting the tender sum by taking into account any quantified minor deviations (where applicable pursuant to Stage 2C of this evaluation criteria), which were documented, quantified and accepted by a procuring entity (as described in Stage 2 of the Technical evaluation of this criteria –Assessment of Deviations;)*
  4. Where applicable, *converting all tenders to the same currency*, using a uniform exchange rate prevailing at the date indicated in the tender documents;
  5. *Adjusting the tender sum by applying any discounts offered* in the tender;
  6. *Adjusting the tender sum by applying any margin of preference* indicated in the tender documents

## **B) Comparison of rates-**

Items that are under priced or overpriced may indicate potential for non-delivery and front loading respectively. The committee shall promptly write to the tenderer asking for detailed breakdown of costs for any of the quoted items, relationship between those prices, proposed construction/installation methods and schedules.

The evaluation committee shall evaluate the responses and make an appropriate recommendation to the procuring entity's tender committee giving necessary evidence. Such recommendations may include but not limited to:

- a) Recommend no adverse action to the tenderer after a convincing response;
- b) Employer requiring that the amount of the performance bond be raised at the expense of the successful tenderer to a level sufficient to protect the employer against potential financial losses;
- c) Recommend non-award based on the response provided and the available demonstrable evidence that the scope, quality, completion timing, administration of works to be undertaken by the tenderer, would adversely be affected or the rights of the employer or the tenderers obligations would be limited in a substantial way.

### **C) Consistency of the Rates**

The evaluation committee will compare the consistency of rates for similar items and note all inconsistencies of the rates for similar items.

### **STAGE 4 - RECOMMENDATION FOR AWARD**

The successful bidder shall be the tenderer with the lowest evaluated tender price.



ITEM	DESCRIPTION	AMOUNT (Kshs)
A	<p style="text-align: center;"><u>BILL NO.1</u> <u>PARTICULAR PRELIMINARIES</u> <u>NOTES ON PRICING OF ITEMS OF PRELIMINARIES</u></p> <p>Items described in this section cover the minimum requirements and conditions necessary for the full and proper execution of the contract. The tenderer is required to read and fully understand his obligations under each item and thus assess his costs for complying with the same for the duration of the contract. Should no price be inserted against any item, it shall be assumed that the tenderer has covered any costs associated with that item elsewhere in the Bills of quantities and shall nevertheless be required to comply with such and all items</p> <p><u>Definition of Terms</u></p> <p>(i) <u>Project Managers</u>: The term ‘Project Manager’ wherever used hereinafter and in all contract documents shall mean Works Secretary, Ministry of Transport, Infrastructure, Housing &amp; Urban Development, State Department of Public Works, P.O. Box 30743-00100 Nairobi.</p> <p>(ii) <u>Architect</u> The term ‘Architect’ wherever used hereinafter and in all contract documents shall mean ‘Chief Architect’ Ministry of Transport, Infrastructure, Housing &amp; Urban Development, State Department of Public Works, P.O. Box 30743-00100 Nairobi.</p> <p>(iii) <u>Quantity Surveyor</u> The term ‘Quantity Surveyor’ wherever used hereinafter and in all contract documents shall mean Chief Quantity Surveyor, Ministry of Transport, Infrastructure, , Housing &amp; Urban Development, P.O Box 30743-00100 Nairobi.</p> <p>(iv) <u>Engineer (Structural)</u> The term ‘Engineer (Structural)’ wherever used hereinafter and in all contract documents shall mean Chief Engineer (Structural) Ministry of Transport, Infrastructure, Housing &amp; urban Development, State Department of Public Works, P.o Box 30743-00100, Nairobi</p> <p>(v) <u>Electrical Engineer</u> -The term ‘Electrical Eginer wherever used hereinafter and in all contract documents shall mean Chief Engineer (Electrical)-BS, Ministry of Transport, Infrastructure, Housing &amp; Urban Development, State Department of Public Works, P.O. Box 30743-00100 Nairobi.</p> <p>(vi) <u>Mechanical Engineer</u> - The term ‘Mechanical Engineer wherever used hereinafter and in all contract documents shall mean Chief Engineer Mechanical-BS, Ministry of Transport, Infrastructure, Housing &amp; Urban Development, State Department of Public Works, P.O. Box 30743-00100 Nairobi</p> <p>(vii) <u>Employer</u> - The term ‘Employer’ wherever used hereinafter and in all Contract Documents shall mean the Principal Secretary, Ministry of Transport, Infrastructure, Housing &amp; Urban Development, State Department of Public Works P.O. Box 30450-00100, Nairobi.</p>	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT (Kshs)
A	<p><u>Particular Preliminaries (ctd)</u></p> <p><u>Definition of terms (ctd)</u></p> <p>(viii) <u>Contractor</u> - Means the person or firm named in the articles of agreement with whom the Employer has entered into contract and includes the legal successors in title and permitted assigns</p> <p>(ix) <u>Works</u> - Means the permanent works designed for the Employer by the Architect or other agents for execution by the Contractor and as described in the contract documents. It shall include work of all sub-contractors and suppliers as well as materials and goods supplied for incorporation in the Works</p> <p>(x) <u>Contract</u>. The term “Contract” wherever used hereinafter and in all contract documents shall mean the letter of award of Contract, Agreement and Conditions of Contract for Building Works, Drawings, priced and signed Bills of Quantities, the schedules and other documents forming part of the contract</p> <p>(xi) <u>Contract Drawings</u>. The term “Contract Drawings” wherever used hereinafter and in all contract documents shall be deemed to imply the drawing referred to in these Bills of Quantities</p> <p>(xii) <u>Site</u> Means the place or places where the permanent Works are to be carried out and to which materials and goods are to be delivered and includes workshops or other places where materials, goods or work are being prepared for incorporation in the Works either by the Contractor, sub-contractors or by others.</p> <p>(xiii) <u>Approved, Directed and Selected</u>. The terms “Approved”, “Directed” and “Selected” wherever used hereinafter and in all contract documents shall mean the approval, direction and selection of or by the Architect.</p> <p>(xiv) <u>Singular and Plural</u>. Words importing the singular only wherever used hereinafter and in all contract documents shall also include the plural and vice versa where the context requires. Persons shall include bodies corporate.</p> <p>Value Added Tax (Vat) All rates quoted shall be deemed to be inclusive of 16% VAT.</p>	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT (Kshs)
A	<p><u>Particular Preliminaries (ctd)</u></p> <p>Scope of Contract</p> <p>The Work to be carried out under this contract consist of construction and completion of blocks of flats containing 200No. Housing units complete with associated civil, electrical, mechanical and external works as per drawings and bills of quantities.</p>	
B	<p>Floor Areas</p> <p>Total gross floor area is 18940 squaremetres and this is given for guidance only and without any warranty.</p>	
C	<p>Bid Security</p> <p>The bid security will be as per tender invitation notice.</p>	
D	<p>Location of site</p> <p>The site for the proposed works is at Machakos Town in Machakos County.</p> <p>The contractor is advised to visit the site and acquaint himself with the conditions and if unable to do so apply to the Project Manager for directions to enable him to do so.</p> <p>The Contractor is recommended to visit the site and he shall be deemed to have acquainted himself therewith as to its nature and position means of access, etc, and no claim in this connection will be allowed.</p> <p>No claim will be allowed for travelling or other expenses which may be incurred by the contractor in visiting the site preparing for the tender for the works.</p>	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT (Kshs)
A	<p>Measurements In the event of any discrepancies between the Bills of Quantities are the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract document shall immediately be referred to the Project Manager.</p>	
B	<p>Claims It shall be a condition of this Contract that upon it becoming reasonably apparent by 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 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>Materials from demolition The Contractor shall carefully demolish existing 12 units of houses as instructed by the Project Manager. Any materials arising from demolition shall become property of the Contractor and he/she shall promptly cart them away. No such material shall be re-used in the new works. The Contractor shall allow in his/her tender credit for value of salvaged materials at the Grand Summary Page of the Bills of Quantities</p>	
D	<p>Contract completion period The contract completion period in accordance with condition 31 of the the conditions of contract must be strictly adhered to. The "PROJECT MANAGER" shall strictly monitor the Contractor's progress in relation to the progress chart and should it be found necessary, the "PROJECT MANAGER" shall inform the Contractor in writing that his actual performance on site is not satisfactory.</p> <p>In all such cases , the Contractor shall accelerate his rate of performance, production and progress by all means such as additional labour , plant e.t.c., and working overtime all at his cost.</p>	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT (Kshs)
A	<p><u>Particular Preliminaries (ctd)</u>  Particulars of insertions to be made in the appendix to contract agreement  The following are insertions to be made in the appendix to the Contract</p> <p>i) Period of Final Measurement      3 Months from practical completion date  (Condition 32)</p> <p>ii) Defects Liability Period              6 Months from practical completion date  (Condition 20)</p> <p>iii) Date for possession of site          To be agreed with the Project Manager  (Condition 14)</p> <p>iv) Date for completion                      Shall be 96 Weeks from Start Date  or other alternative period quoted  by the Contractor, whichever is lower</p> <p>Alternative completion period is.....Weeks from Start Date  <b>(Contractor to quote alternative completion period)</b></p> <p>v) Liquidated &amp; Ascertained damages      At the of Kshs. 300,000.00  Clause 24    per week or part thereof  (Condition 27)</p> <p>vi) Period of Interim Certificates              Monthly</p> <p>vii) Period of honouring certificates          Within 45 days from the date of  (Condition 23)                                      receipt of payment request</p> <p>viii) Percentage of certified value retained   10%  (Condition 26)</p> <p>ix) Limit of retention fund                      5% of Contract Sum  (Condition 26)</p> <p>x) Bond    As per tender notice and  Contract Conditions  (Condition 28)</p>	
B	<p>Labour camps</p> <p>The Contractor contractors may erect camps on site. He shall apply to the Project Manager to be shown the most appropriate location of such labour camps.</p>	
C	<p>Office for the "Project Manager"</p> <p>The site office mentioned in item 'A' page GP/5 of the general preliminaries shall be type B as shown on the Directorte of Public Works standard details. The same shall be erected and maintained for the duration of the contract.</p>	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT (Kshs)
A	<p><u>Particular Preliminaries (ctd)</u></p> <p>Tender documents Tender documents are as listed in Clause 3.2 of the Instruction to Tenderer's.</p>	
B	<p>Signboard Provide and erect where directed and maintain during the whole period of building operations and remove at completion an approved temporary 1 No. signboards at site to the Architect's standard design and giving the title of the Works and showing the names of the Employer, Architect, Quantity Surveyor, Engineers and the Contractor with sufficient space to add the names of the Nominated Sub-Contractors and suppliers. The lettering concerning the Architect, Quantity Surveyor and the Engineer is not to be more than 50 mm</p>	
C	<p>Hoarding The contractor shall be required to erect and maintain hoarding around the site for the duration of the contract. Thereafter he shall be required to demolish and clear away arisings and make good any disturbances.</p>	
D	<p>Programme progress charts The Contractor shall upon possession of the site and in agreement with the "PROJECT MANAGER" prepare a progress chart for the whole of the works. One copy shall be forwarded to the "PROJECT MANAGER" and another copy shall be retained on site on which progress shall be recorded by the Contractor. Should any circumstance arise affecting the programme or progress, the chart shall be modified as necessary in consultation with the "PROJECT MANAGER"</p>	
D	<p>Performance security (bond) The Contractor should note that the Performance Security to be provided must be in form of a bank guarantee in the amount of 5% of the Contract Sum.</p>	
E	<p>Appendices The Appendices to the Bills of Quantities shall be regarded for contract purposes as part of the Bill and shall be read and construed with the appropriate sections of the Bills if contained therein.</p>	
F	<p>Sufficiency of tender The main Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the Bills of Quantities which rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper completion of the works.</p>	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT (Kshs)
A	<p><u>Particular Preliminaries (ctd)</u> General specifications</p> <p>For the full description of materials ,workmanship and method of execution of the works, the Contractor is referred to the Ministry of Works General specifications for building works dated 1976 or any subsequent revision thereof which is issued as a separate document and which shall be followed in all respects unless it conflicts with the General and Particular Preliminaries, Trade Preambles or other items in these Bills of Quantities.</p> <p>In the event of such conflict , then the provisions of the General and Particular Preliminaries, Trade Preambles and these Bills of Quantities take precedence.</p>	
B	<p>Training levy</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 1/4 % of the Contract Sum on all Contracts of more than Kshs. 50,000.00 in value.</p>	
C	<p>Construction levy</p> <p>The Contractor's attention is drawn to the National Construction Authority Act No. 41 of 2011, Section 3 on construction levy. A 0.5% of the Contract Price Construction Levy shall be paid to National Construction Authority on all works whose construction value exceeds Kshs. 5,000,000.00 in respect of Building or Civil Engineering Works.</p>	
D	<p>Construction materials</p> <p>All materials for incorporation in the works must be stored on or adjacent to the site of the works before payment is effected by the "PROJECT MANAGER" This is to include materials of the Main Contractor, Sub - contractors and Nominated Suppliers.</p>	
F	<p>Advance payment</p> <p>NOT be granted ADVANCE PAYMENT (See Appendix to Conditions of Contract)</p> <p>Advance payments on specialists works shall be paid to the respective nominated Subcontractors directly, but on similar terms.</p>	
G	<p>Nuisance</p> <p>The Contractor shall not directly or indirectly or otherwise by himself or through his agents cause nuisance to the activities taking place inside. Should he do so he shall be directly responsible for such acts.</p>	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT (Kshs)
A.	<p>Project Vehicle</p> <p>The Contractor shall provide one (1No) brand new manual transmission Nissan X-Trail or approved equivalent for use of the Project Manager in consultation with Principal Secretary, State Department of Housing &amp; Urban development. The vehicle shall be of the following specifications:</p> <p>Model : 2.0 LED 4WD CVT Additional to XE</p> <p>Exterior:</p> <p>LED head lamps with automatic levelise Automatic headlight system Fron fog lights Heated door mirrors Sensor activated talegate Power tilt and slide sunroof Roof tails with brush metal finish 18" alloy wheels</p> <p>Interior:</p> <p>Intelligent key with push start Leathet steering wheel and gear lever 5.0" colour audio display Climate control dual zone adjustment ALL MODE 4x4i Leather seats Power 4-way driver seat adjustment Power 2-way passenger seat adjustment 6 speakers Rear seat personal lamp</p> <p>Safety and Security:</p> <p>Hill discent control Around view monitor</p> <p>Safety:</p> <p>Driver+Passenger Airbag (ABS)</p> <p>Warrantee: 36 Months or 180 Kilometres, which ever comes first</p> <p>The contractor shall esure that the vehicle is properly licensed, comprehensively insured and serviced regularly in accordance with the manufacturer's instructions and maintained in good condition throughout the entire period so that the vehicle is available for use in good serviceable condition at all times.</p> <p>In the event of the driver being unavailable for whatever reason, the contractor shall provide an alternative and equally qualified driver.</p> <p>Payments for the driver and maintenance of the vehicle shall be reimbursed as follows:-</p> <p>By a rate per month for providing the driver and maintaining the vehicle, which rate shall include for the first (1st) 6,000km travelled in that month (per vehicle)</p>	
	Total carried forward to collection	



ITEM	DESCRIPTION	AMOUNT (Kshs)
	<p>Project Vehicle continued.....</p> <p>By a rate per km over and above the first (1<sup>st</sup>) 6,000km travelled in any month. The rates shall include for the provision of driver, fuels, lubricants, tyres, Maintenance, minor and major repairs including those occasioned by accidental damage from whatever cause arising and everything necessary to satisfy fully the requirements of this condition.</p> <p>Prior to handing over the vehicle to the government, at the end of the contract, the Engine, Chassis and body work of the vehicle shall be re-conditioned to be as new and no excessive wear or use shall be obvious.</p> <p>The vehicle shall be deemed to be property of the Government of the Republic of Kenya during and after completion of the contract and possession shall revert to the Government upon completion of the contract.</p> <p>The vehicle shall be given a final check by the Chief Mechanical and Transport Engineer, Ministry of Transport, Infrastructure, Housing &amp; Urban Development. Works certificate of road worthiness shall then be issued to the Principal Secretary, State Department of Housing &amp; Urban Development for approval prior to acceptance of the vehicle.</p> <p>The vehicle shall be fitted with five (5No.) new tyres at the end of the contract. The old tyres shall remain the property of the contractor.</p> <p>B Allow for inspection, licensing and registration of the vehicle in accordance with National Transport Safety Authority requirements</p> <p>C Include a percentage sum for the Contractors Administration and profit (.....%)</p> <p>D Fuel and maintain motor vehicle described hereabove inclusive of driver's salary over the first 6,000km travelled in any calendar month. 24 Calendar months x Kshs.....(Rate Per vehicle per month)</p> <p>E Distance in excess of the first 6,000km travelled by the motor vehicle described hereabove in any calendar month inclusive of driver, fuel, lubricants (Provisional). 1,000km x Kshs. ....(Rate per Km)</p>	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT (Kshs)
A	Resident Clerk of works Provide a sum of Kenya Shillings One Million Five Hundred Thousand (Kshs 1,500,000.00) only for the Clerk of Works expenses.	1,500,000.00
B	Include a percentage sum of the contractor's administrative costs and profits for the above..... %.	
C	Mobile Phone Airtime allowance Provide mobile phone Airtime of Kenya Shillings Four Hundred Twenty Thousand (Kshs.420,000.00) only for Project Manager's team.	420,000.00
D	Include a percentage sum for the contractor's administrative costs and profits for the above.....%.	
E	Subsistence allowance Provide a sum of Kenya Shillings Five Million (5,000,000.00) only for Project Management Team subsistence allowance.	5,000,000.00
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT (Kshs)
A	Project Management Expenses Provide a sum of Kenya Shillings Two Million (2,000,000.00) only for Project Management Expenses	2,000,000.00
B	Include a percentage sum for the contractor's administrative costs and profits for the above.....%.	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT (Kshs)
	<u>Collection</u> Total from page PP/1  Total from page PP/2  Total from page PP/3  Total from page PP/4  Total from page PP/5  Total from page PP/6  Total from page PP/7  Total from page PP/8  Total from page PP/9  Total from page PP/10  Total from page PP/11	
	Total for particular preliminaries carried to Grand Summary	

ITEM	DESCRIPTION	AMOUNT (Kshs)
	<p style="text-align: center;"><u>BILL NO.2</u> <u>GENERAL PRELIMINARIES</u></p> <p>A. Pricing of items of preliminaries and preambles Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification.  The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.</p> <p>B. Plant, tools and vehicles Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.</p> <p>C. Transport Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.</p> <p>D. Materials and workmanship All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.</p> <p>E. Sign for materials supplied The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER.</p> <p>F. Storage of materials The Contractor shall make at his own risk and cost arrangement for storage of materials for incorporation into the works. Nominated Sub-contractors are to be made liable for the cost of any storage accommodation provided specifically for their use.</p>	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT (Kshs)
A	<p>Samples</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 expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Directorate of Public Works.</p> <p>The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-</p>	
B.	<p>Governments Acts regarding work people, etc.</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. 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 information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow</p> <p>No claim in respect of want of knowledge in this connection will be entertained.</p>	
C.	<p>Security of works, etc.</p> <p>The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.</p>	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT (Kshs)
A.	Public and private roads Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER.	
B.	Existing property The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER.	
C.	Visit the site and examine drawings The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.	
D.	Access to site and temporary roads Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER.	
E.	Area to be occupied by the Contractor The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER.	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT (Kshs)
A.	<p>Office, etc, for the Project Manager</p> <p>The Contractor shall construct a temporary site office of type described and to the satisfaction of the Project Manager. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER 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 Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.</p>	
B.	<p>Water and electricity supply for the works</p> <p>The Contractor shall make arrangements to provide all necessary water, electric light and power required for use in the works. 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>Sanitation of the works</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>Supervision and working hours</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>Provisional sums</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. Such sums are net and no addition shall be made to them for profit.</p>	
	Total carried forward to collection	



ITEM	DESCRIPTION	AMOUNT (Kshs)
A.	<p>Prime Cost (or P.C) Sums</p> <p>The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement . Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p>	
B.	<p>Progress chart</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 MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.</p>	
C.	<p>Adjustment of P.C sums</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. 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>	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT (Kshs)
A.	<p>Adjustment of provisional sums</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 , but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p>	
B.	<p>Nominated subcontractors</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 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>Direct Contracts</p> <p>Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum in the priced Bills of Quantities will be adjusted as described for P.C. Sums is allowed.</p>	
D.	<p>Attendance upon other tradesmen, etc.</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 and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p>	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT (Kshs)
A.	<p>Insurance</p> <p>The Contractor shall insure as required in Conditions No. 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.</p>	
B.	<p>Provisional work</p> <p>All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.</p>	
C.	<p>Ateration to bills of quantities, pricing, etc.</p> <p>Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing 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>Blasting operations</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>	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT (Kshs)
A.	<p>Materials arising from excavations</p> <p>Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.</p>	
B.	<p>Protection of the works</p> <p>Provide protection of the whole of the works contained in the Bills of Quantities,including casing , casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.</p>	
C.	<p>Removal of rubbish, etc.</p> <p>Remove 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>Works to be delivered up clean</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 metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER.</p>	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT (Kshs)
A.	<p>General specifications For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.</p>	
B	<p>Materials on site All materials for incorporation in the works will be stored in the basement of the building on site before payment is effected unless specifically exempted by the PROJECT MANAGER. The Main Contractor shall make arrangements to secure the place for the safety of the Materials. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.</p>	
C	<p>Contractor's Superintendence/Site Agent The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p>	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT (Kshs)
	<u>COLLECTION</u>	
1	Total from page GP/1	
2	Total from page GP/2	
3	Total from page GP/3	
4	Total from page GP/4	
5	Total from page GP/5	
6	Total from page GP/6	
7	Total from page GP/7	
8	Total from page GP/8	
9	Total from page GP/9	
	Total for general preliminaries carried to Grand Summary	

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>BILL NO.3</u>				
	<u>2NO. TWO CLUSTER 5-STOREY BLOCKS OF FLATS CONTAINING 40 NO.HOUSING UNITS</u>				
	<u>ELEMENT NO.1</u>				
	<u>SUBSTRUCTURES</u>				
	<u>(All Provisional)</u>				
	<u>Site clearance</u>				
A	Clear the site of grass, shrubs and small trees and burn up arisings	950	Sm		
B	Cut down trees diameter not exceeding 300mm girth, remove tree stumps and cart away as directed	7	No		
	<u>Earthworks</u>				
C	Excavate oversite average 200mm deep, load, wheel and cart away to temporary spoil heaps	900	Sm		
D	Excavate for column bases starting from reduced levels but not exceeding 1.50 metres deep; ditto	797	Cm		
E	Ditto 1.50-3.00 metres	691	Cm		
F	Exta over excavations for excavating in rock of any class	282	Cm		
G	Return, fill and ram selected excavated materials around excavations	486	Cm		
H	Load, wheel and spread on site excess excavated materials	1,002	Cm		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
A	<u>Disposal of water</u> Keep all excavations free from all water including running and spring water	1	Item		
B	Allow for plunking and strutting	1	Item		
C	300mm Thick natural stone hardcore compacted in layers not exceeding 100mm thick				
	<u>Concrete</u>				
D	Ditto under column bases	531	Sm		
	<u>Insitu reinforced concrete: (mix 1:1½:3) grade 25 (20 mm aggregate): vibrated in:-</u>				
E	Column bases	324	Cm		
F	Sub columns	36	Cm		
G	Ground beam	73	Cm		
H	Ramp/steps at main entrances	3	Cm		
J	150mm Thick slab including sawn timber formwork to edges	874	Sm		
Total carried to collection					



ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>Reinforcement</u> <u>Bars;high yield steel;cold worked to BS 4461</u> <u>including bends, hooks, tying wire, and distance</u> <u>blocks</u>				
A	8mm Diameter bars	5,232	Kg		
B	25mm Ditto	20,928	Kg		
C	BRC mesh ref:142	874	Sm		
	<u>Sawn timber formwork to:-</u>				
D	Vertical sides of columns	487	Sm		
E	Ditto ground beam	734	Sm		
	<u>Expansion joint</u>				
F	25mm Thick flexcell expansion joint fixed in accordance with manufactures printed Instructions	11	Sm		
G	25x25 expedite sealer	7	Lm		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
A	<u>Damp-proof membrane</u> 1000 Gauge polythene damp-proof membrane	874	Sm		
B	<u>In situ finishings</u> 14mm Thick cement and sand (1:3) render on plinth walls	102	Sm		
C	Prepare surfaces and apply three coats of permaplast on rendered surfaces	102	Sm		
	Total carried to collection below				
	<u>Collection</u>				
	Total brought forward from page 2C/1				
	Total brought forward from page 2C/2				
	Total brought forward from page 2C/3				
	Total brought down from above				
	Total for substructures carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>ELEMENT NO.2</u>				
	<u>FRAMES</u>				
	<u>Concrete works</u>				
	<u>In situ reinforced concrete: (mix 1:1½:3) grade</u> <u>25 (20 mm aggregate): vibrated in:-</u>				
A	Columns	114	Cm		
B	Beams	229	Cm		
C	150mm Thick suspended slab	3,344	Sm		
D	200mm Thick roof tank slab	63	Sm		
E	Extra over ditto for trap door size 1000x600mm	2	No		
F	150mm Thick stair case waist	56	Sm		
G	Ditto landing	77	Sm		
H	Steps/risers	4	Cm		
	<u>Reinforcement</u>				
	<u>High yield steel coldworked to B.S 4461</u> <u>including bends, hooks, tying wire, and spacer</u> <u>blocks in :-</u>				
J	8mm Diameter bars	5,291	Kg		
K	10mm Ditto	15,872	Kg		
L	12mm Ditto	5,291	Kg		
M	16mm Ditto	5,291	Kg		
N	20mm Ditto	7,936	Kg		
P	25mm Ditto	13,226	Kg		

	Carried to collection	
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ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
A	<u>Sawn timber formwork to:-</u> Vertical sides of columns	1,811	Sm		
B	Sides and soffits of beams	3,282	Sm		
C	Soffits of slab.	2,524	Sm		
D	Edge of slab 75-150mm high	2,392	Lm		
E	Edge of slab 150-225mm high	38	Lm		
F	Sloping soffits of stair case waist	56	Sm		
G	Soffits of case landings	77	Sm		
H	Risers 0-150mm high	374	Sm		
J	Sides of stair case cut to profile of steps and	346	Lm		
	Total carried to collection below				
	<u>Collection</u>				
	Total brought forward from page 2C/5				
	Total brought down from above				
	Total for frames carried to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>ELEMENT NO.3</u> <u>WALLING</u> <u>Machine-cut stone walling; bedded and jointed in cement and sand (1:3) mortar; reinforced in very third course with 500g hoop iron;</u>				
A	200mm Thick walling externally	2,192	Sm		
B	Ditto internally	1,896	Sm		
C	150mm Thick ditto	1,128	Sm		
D	200mm Thick eaves filling 200mm high	230	Sm		
	<u>Expansion joint</u>				
E	accordance with manufactures printed Instructions	162	Sm		
F	25x25 expedite sealer	68	Lm		
	<u>Vent/grille blocks</u>				
G	200mm Thick approved quality red burnt hexagonal clay vent blocks bedded and jointed in redoxide coloured cement and sand (1:3) mortar	122	Sm		
	Total for walling carried to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>ELEMENT NO.4</u>				
	<u>BALUSTRADING</u>				
	<u>(All Provisional)</u>				
	<u>Balustrading and railings to staircase, balconies and other areas</u>				
	<u>Mild Steel</u>				
A	40x40x1.5mm thick SHS ballusters, 900mm high one end built into concrete including grouting in cement and sand mortar (1:3); spacing at 100mm centres	4,960	No		
B	Ditto rail welded to top of ballusters	521	Lm		
C	Ditto to bottom of ballusters	521	Lm		
D	Extra over handrail for bends	48	No		
E	Ditto for stopped ends	120	No		
F	Ditto for building in ends of 40x40x1.5mm railing into masonry or concrete including grouting in cement and sand (1:3) mortar	120	No		
	<u>Painting and decorating</u>				
G	Prepare surfaces and apply one undercoat and two finishing coats of gloss oil paint as 'Duracoat' or equal and approved on surfaces 200-300mm girth	5,506	Lm		
	Total for balustrading and railings carried to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>ELEMENT NO.5</u>				
	<u>ROOFING</u>				
	<u>Supply and fix Kenya Bureau of Standards approved weather resistant versatile roofing sheets as Mabati Rolling Mills Kenya Ltd or equivalent complete with 10 year written warrantee by Manufacturer</u>				
A	28G prepainted red roofing sheets fixed to timber purlins (m.s) with roofing nails complete with approved heavy duty rubber caps to match	1,150	Sm		
B	Hip/ridge capping 450mm wide	302	Lm		
C	Valley gutter to match.	300	LM		
D	Ditto flashing 300mm gith twice bent and buuilt into wall including making good	54	Lm		
	<u>The following in sawn celcured timber trusses fixed to Engineer's details including hoisting and placing 14250mm above ground level.</u>				
E	175 x 50 mm Ridge board	302	Lm		
F	150x50mm sawn cypress tie beam	671	Lm		
G	150x50mm rafters	1,081	Lm		
H	100x50mm wall plate fixed to concrete with 12mm diameter x 800mm long anchor J bolts spaced at 1200mm centres to centre	273	Lm		
H	150x50mm struts and ties	1,932	Lm		
J	75x50mm sawn cypress purlins.	1,327	Lm		
K	250x32mm sawn cypress facia board	325	Lm		
	<u>The following in uPVC rainwater goods</u>				
	<u>The following in light weight sag-proof easy to clean white coloured Upvc rain water gutter as "Classic Solutions and Supplies Ltd, P.o Box 8063-00200 Nairobi or equal and approved" complete with fixing and jointing accessories</u>				
L	150x150mm Box profile gutters	302	Lm		



	Carried to collection	
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ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>Extra over gutter for:-</u>				
A	Stopped ends	28	No		
B	100 mm diameter outlet	32	No		
C	100mm diameter downpipe fixed to wall with and including holder butts at 1000mm centres	456	Lm		
D	Extra over downpipe for swanneck 1200mm long	32	No		
E	Ditto horse shoe 300 mm long	32	No		
	<u>Painting and decoration</u>				
	<u>Prepare surfaces and apply one undercoat and two finishing coats of first quality gloss oil paint on:</u>				
F	Wood surfaces 200-300mm girth	325	Lm		
	Carried to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
A	<u>Eaves boarding</u> 75x50mm Celcured sawn cypress timber plugged to masonry or concrete	302	Lm		
B	Ditto screwed to rafters	325	Lm		
C	50x50mm Celcured nailed cypress timber brandering spaced 300mm centres both ways	650	Lm		
D	Supply and fix approved colour first quality PVC ceiling strips fixed in accordance with the manufacturer's printed manual/instructions	195	Sm		
E	Extra eaves boarding for 200x200 breathers complete with mosquito wire gauze and coffee tray wire	42	No		
	Carried to collection below				
	<u>Collection</u>				
	Total brought forward from page 2C/9				
	Total brought forward from page 2C/10				
	Brought down from above				
	Total for roofing carried to summary carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>ELEMENT NO.6</u>				
	<u>DOORS</u>				
	<u>Steel door</u>				
	<u>Fabricate, deliver and install the following purpose made steel casement doors (to Architect detail) to comply to B.S 990, obtained from approved manufacturer , primed with redoxide primer before delivery to site. complete with hinges, handles, catches and vent light on top</u>				
A	Door size 900x2400mm high (D1)	40	No		
	<u>Flush doors to B.S. 459 part 2</u>				
B	45mm thick solid core flush door size 900x2400mm mahogany veneered both sides and hardwood lipped all round (D2)	240	No		
C	Ditto size 900x2100mm high faced both sides with 6mm thick exterior quality plywood ready for painting and hardwood lipped all round (D2)	20	No		
	<u>Wrot hardwood frame and framings</u>				
D	Rebated door frame size 150x50mm with 2no. labours plugged to wall	1,470	Lm		
E	Ditto mullion	216	Lm		
F	40x25mm Weathered architrave	1,470	Lm		
G	25mm Rounded quadrant	1,470	Lm		
	<u>Iron Mongery</u>				
	<u>Supply and fix the following to UNION catalogue or other equal and approved to metal surfaces or the like fixing with rivets or screws as necessary:-</u>				
H	Three lever mortice lock complete with set lever handle furniture.	260	No		
J	Ditto but steel door mortice lock	40	No		
K	150mm heavy duty brass butt hinges with screws to match	390	Prs		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
A	Rubber door stop with 38mm rawl bolt	300	No		
	<u>Prepare surfaces and apply one undercoat and two finishing coats of first quality gloss oil paint on:</u>				
B	General metal surfaces	173	Sm		
C	Wood surfaces	76	Sm		
D	Ditto 200-300mm girth	102	Lm		
E	Ditto 0-100mm girth	204	Lm		
	<u>Prepare surfaces and apply one undercoat and two finishing coats of first quality varnish on:</u>				
F	Wood surfaces	1,059	Sm		
G	Ditto 200-300mm girth	1,584	Lm		
H	Ditto 0-100mm girth	2,760	Lm		
	<u>Glazing</u>				
J	5mm Thick clear sheet glass in panes over 0.1 but not exceeding 0.5m2 fixed with approved putty to metal	108	Sm		
K	Ditto but fixed with timber glazing beads	65	Sm		
	Total carried to collection below				
	<u>Collection</u>				
	Total brought forward from 2C/12				
	Total brought down from above				
	Total for doors carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>ELEMENT NO.7</u>				
	<u>WINDOWS</u>				
A	125 x 25mm Blue 'Njiru' stone window cill bedded and jointed with cement and sand (1:3) mortar; once weathered and throated  <u>Supply and fix approved purpose made ready primed triple sash steel casement windows comprising 50x25x3mm thick RHS frames, 20mm thick mild steel plates, 40x20x3mm thick Z-section mullions and transomes, 20x3mm thick horizontal and vertical flats welded to window profile; permanent ventilators consisting of T-bar, mosquito wire gauze, 50x50mm high 16 gauge metal hood projection ready including all necessary ironmongery to Architect's drawings</u>	482	Lm		
B	Window size 2000x 1500mm high (W1)	40	No		
C	Ditto size 1800x1500mm high (W2)	20	No		
D	Ditto size 1800x 1500mm high (W3)	20	No		
E	Ditto size 600x900mm high (W4)	100	No		
F	Ditto size 1500x1200mm high (W5)	40	No		
	<u>Curtain rails</u>				
G	Supply and fix 30mm diameter x 1.5mm thick aluminium alloy hollow section curtain rods complete with decorative end caps, runners and fixing accessories to match	248	Lm		
	<u>Glazing</u>				
H	5mm Thick clear sheet glass in panes over 0.1 but not exceeding 0.5m2 fixed with glazing putty to	300	Sm		
J	Ditto but obscure	22	Sm		
	<u>The following in wrot cypress</u>				
K	125 x 25mm Window board	284	Lm		
	<u>Painting and decorating</u>				
	<u>Prepare and apply one undercoat and two finishing coats of first quality full gloss on:-</u>				
L	General metal surfaces	644	Sm		
	<u>Knot, prime and stop and apply one under and two finishing coats of full gloss oil paint on:-</u>				
M	Wood surfaces 100-200mm girth	284	Lm		
	Total for windows carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>ELEMENT NO.8</u> <u>FINISHES</u> Walls and soffits of suspended slab etc. finishes				
	<u>Plaster; 12mm thick 2No coatwork, 9mm first coat of cement and sand (1:6) 3mm second coat of cement and lime putty (1:10); steel trowelled concrete or blockwork base generally to: -</u>				
A	Wall; internal (walls, columns, etc.)	8,862	Sm		
B	Soffits of suspended slab, beams, stair waist and landings	4,420	Sm		
	<u>12mm Thick cement and sand (1:3) render to:-</u>				
C	Wall; external (columns, beams etc.)	2,500	Sm		
	<u>Cement and sand (1:3) mortar in:-</u>				
D	Recessed horizontal and flush vertical key	2,192	Sm		
	<u>Cement and sand (1:4) mortar in:-</u>				
E	Backing to receive ceramic wall tiles (m/s)	1,183	Sm		
	<u>Approved colored ceramic wall tiles to B.S 1281 ; local coloured glazed wall tiles to regular or approved other pattern ; bedding and jointing in cement and sand (1:4) mortar, grouting with white cement:-</u>				
F	250x250x3.0mm Thick ceramic wall tiles laid with but joints on cement and sand backing including stainless steel edge strips	1,183	Sm		
	<u>Painting &amp; Decorating</u> <u>Prepare and apply one undercoat and two finishing coats of first quality silk vinyl emulsion paint on:-</u>				
G	Plastered walls, beams and columns internally	7,057	Sm		
H	Soffits of suspended slab, beams, stair waist, lift shaft and landings	4,420	Sm		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	Finishes cont'd..... <u>Prepare and apply three coats of first quality plastic emulsion paint on :-</u>				
A	Plastered walls externally	7,340	Sm		
	<u>Roof slab</u>				
B	20mm Thick cement and sand (1:3) screeding to roof slab laid to fall	63	Sm		
	<u>"EPDM" waterproofing applied as per the manufacturer instructions to:</u>				
C	Top of roof slab	63	Sm		
	<u>Floor finishes</u>				
D	32 mm Thick cement and sand (1:3) screed finished smooth, hard and shiny with approved first grade red oxide coloured cement grout	3,496	Sm		
	<u>32mm Thick cement and sand (1:4) screed finished to receive ceramic tiles (m/s) on:-</u>				
E	Staircase landings	77	Sm		
F	Ditto treads	42	Sm		
G	Ditto risers	28	Sm		
H	Strings	27	Sm		
	<u>Ceramic Tiles</u>				
	<u>300x300x8m Thick non-slip 'Saj' or equal and approved ceramic tiles floor finish including 100mm high skirting fixed with approved tile adhesive and joints grouted in cement with</u>				
J	Staircase landings	77	Sm		
K	Ditto treads	42	Sm		
L	Ditto risers	28	Sm		
M	Staircase strings	28	Sm		
	<u>Staircase nosing</u>				
	Approved metal mate anti-slip aluminium staircase nosing size 43.2x23x3mm thick complete with fixing accessories including anchoring to concrete in accordance with manufactures instructions	184	Lm		
	<u>Ceiling Finish</u>				
P	12mm Thick plain chip board ceiling nailed to timber bandering (m/s)	700	Sm		
Q	75mm concave timber cornice secret nailed	1330	Lm		
	Total carried to collection				



ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	Finishes cont'd.....				
A	<u>Sawn cypress celcured timber</u> 75 X 50mm Plugged to wall	1,330	Lm		
B	50X50mm Brandering spaced at 600mm centre to centre both ways	2,800	Lm		
C	Extra over ceilings for 1000x1000mm access door with framing all round and fixing	14	No		
	<u>Prepare and apply one undercoat and two finishing coats of first quality plastic emulsion paint on:</u>				
D	Ceiling board surfaces	700	Sm		
	<u>Bat-proofing and ceiling space ventillation</u>				
E	100x225mm long uPVC vent pipe sealed with wire gauze and coffee tray wire and built into	10	No		
	Total carried to collection below				
	<u>Collection</u>				
	Total from 2C/15				
	Total from 2C/16				
	Total from above				
	Total for finishes carried to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	<u>ELEMENT NO.9</u>				
	<u>JOINERY FITTINGS</u> (Provisional) <u>The following in low level kitchent cabinets size</u> <u>2100 x 550 x 950mm high</u>				
	<u>Walls underneath worktops</u>				
A	100mm Thick stone walling as before described	63	Sm		
	<u>Concrte works</u>				
B	100mm thick concrete (1:3:6) benching	46	Sm		
C	75mm Thick reinforced concrete worktop	46	Sm		
D	Steel fabric mesh reinforcement No. A98 weighing 1.54Kg/sm including side and end laps	46	Sm		
	<u>Sawn formwork</u>				
E	Soffites of worktop	40	Sm		
F	Edges of benching 75 - 150mm high	84	Lm		
G	Ditto worktop n.e 75mm girth	84	Lm		
	<u>Wrot cypress as described</u>				
H	50 x 50mm bearers plugged	344	Lm		
	<u>Blockboard to B.S. 3444</u>				
J	25mm thick shelving	31	Sm		
K	450 x 700mm high doors hardwood lipped all round	160	No		
L	19 x 19mm lipping tongued in and glued to edges of block board	368	Lm		
	Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	<u>JOINERY FITTINGS - (CONTINUED)</u>				
	<u>The following built - in bedroom wardrobes</u> <u>size 2250x 600 x 240mm high</u> <u>(Contractor to provide benching only)</u>				
A	100mm thick concrete (1:3:6) benching	135	Sm		
	<u>Sawn formwork to:-</u>				
B	Edges of benching 75 - 150mm high	225	Lm		
	Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	<u>JOINERY FITTINGS - (CONTINUED)</u>				
	<u>Supply and fix the following ironmongery with screws to match</u>				
A	Brass piano hinges	140	Lm		
B	Brass cupboard door lock	80	No		
C	Brass D pull handles	80	No		
D	Brass flush bolts	160	No		
	<u>Finishes</u>				
E	20mm Thick cement screeding smooth trowelled to benching of kitchen cabinet	48	Sm		
F	Ditto to benching of wardrobes	158	Sm		
G	25mm Thick granolithic paving including cement and sand (1:4) backing on worktop	46	Sm		
H	Ditto edges of worktop size	84	Lm		
J	12mm Thick cement and sand (1:4) plaster to soffites of worktop	40	Sm		
K	Ditto to walls	126	Sm		
	<u>Prepare and apply three coats first grade silk vinyl emulsion paint on:</u>				
L	Plastered soffites of worktops and surfaces of dwarf walls	126	Sm		
	<u>Prepare surfaces and apply one undercoat and two finishing coats of first quality gloss oil paint on:</u>				
M	Wood surfaces	163	Sm		
	Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	<u>Collection</u> From page 2C/18 From page 2C/19 From page 2C/20				
	Total for joinery fittings carried to summary				

ITEM	DESCRIPTION	TOTAL (K 100)
<u>BILL NO.3 SUMMARY</u>		
A	Substructures from page page 2C/4	
B	Frames from page 2C/5	
C	Walling from page 2C/6	
D	Ballustrading from page 2C/7	
E	Roofing from page 2C/11	
F	Doors from page 2C/13	
G	Windows from page 2C/14	
H	Finishes from page 2C/17	
J	Total for Joinery fittings from page 2C/21	
Total Builder's Work for 2No. Two Cluster 5-Storey Blocks of Flats Containing 40 No. Housing Units carried to Grand Summary		

ITEM		QTY	UNIT	RATE	TOTAL (Kshs)
	<u>BILL NO.4</u>				
	<u>4NO. FOUR CLUSTER 5-STOREY BLOCKS OF FLATS CONTAINING 160 NO.</u>				
	<u>SUBSTRUCTURES</u>				
	<u>(All Provisional)</u>				
	<u>Site clearance</u>				
A	Clear the site of grass, shrubs and small trees and burn up arisings	4,000	Sm		
B	Cut down trees diameter not exceeding 300mm girth, remove tree stumps and cart away as directed	3	No		
C	Excavate to remove top soil average 150mm deep, load, wheel and cart away to temporary	3,000	Sm		
	<u>Earthworks</u>				
D	Excavate for column bases starting from reduced levels but not exceeding 1.50 metres deep; ditto	2,550	Cm		
E	Ditto 1.50-3.00 metres	2,550	Cm		
F	Return, fill and ram selected excavated materials around excavations	3,930	Cm		
G	Load, wheel and spread on site excess excavated materials	3,885	Cm		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>Disposal of water</u>				
A	Keep all excavations free from all water including running and spring water	1	Item		
B	Allow for plunking and strutting	1	Item		
C	TERMIDOR' or other equal and approved insecticide with ten year guarantee	2,914	Sm		
	<u>Concrete</u>				
D	50mm Thick mass concrete class Q (1:3:6) blinding under column bases	1,700	Sm		
	<u>Insitu reinforced concrete: (mix 1:1½ :3) grade 25 (20 mm aggregate): vibrated in:-</u>				
E	Column bases	1,020	Cm		
F	Columns	150	Cm		
G	Ground beam	98	Cm		
H	Ramp/steps at main entrances	10	Cm		
J	150mm Thick slab including sawn timber formwork to edges	2,914	Sm		
	Total carried to collection				



ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>Reinforcement</u> <u>Bars:high yield steel;cold worked to BS 4461</u> <u>including bends, hooks, tying wire, and distance</u> <u>blocks</u>				
A	8mm Diameter bars	15,236	Kg		
B	25mm Ditto	60,944	Kg		
C	BRC mesh ref:142	2,914	Sm		
	<u>Sawn timber formwork to:-</u>				
D	Vertical sides of columns	1,413	Sm		
E	Ditto ground beam	969	Sm		
	<u>Expansion joint</u>				
F	25mm Thick flexcell expansion joint fixed in accordance with manufactures printed Instructions	42	Sm		
G	25x25 expedite sealer	40	Lm		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
A	<u>Damp-proof membrane</u> 1000 Gauge polythene damp-proof membrane <u>In situ finishings</u>	874	Sm		
B	14mm Thick cement and sand (1:3) render on	589	Sm		
C	Prepare surfaces and apply three coats of black bituminous paint on rendered surfaces	589	Sm		
	Total carried to collection below				
	<u>Collection</u>				
	Total brought forward from page 4C/1				
	Total brought forward from page 4C/2				
	Total brought forward from page 4C/3				
	Total brought down from above				
	Total for substructures carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>ELEMENT NO.2</u>				
	<u>FRAMES</u>				
	<u>Concrete works</u>				
	<u>In situ reinforced concrete: (mix 1:1½:3) grade</u>				
	<u>25 (20 mm aggregate): vibrated in:-</u>				
A	Columns	596	Cm		
B	Beams	902	Cm		
C	150mm Thick suspended slab	14,225	Sm		
D	200mm Thick roof tank slab	321	Sm		
E	Extra over ditto for trap door size 1000x600mm	8	No		
F	150mm Thick staircase waist	172	Sm		
G	Ditto landing	180	Sm		
H	Steps/risers	8	Cm		
	<u>Reinforcement</u>				
	<u>High yield steel coldworked to B.S 4461</u>				
	<u>including bends, hooks, tying wire, and spacer</u>				
	<u>blocks in :-</u>				
J	8mm Diameter bars	22,541	Kg		
K	10mm Ditto	67,622	Kg		
L	12mm Ditto	22,541	Kg		
M	16mm Ditto	22,541	Kg		
N	20mm Ditto	33,811	Kg		
P	25mm Ditto	56,351	Kg		
	Carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>Sawn timber formwork to:-</u>				
A	Vertical sides of columns	7,949	Sm		
B	Vertical sides and soffits of beams	11,635	Sm		
F	Soffits of slab	11,316	Sm		
G	Edge of slab 75-150mm high	3,432	Lm		
H	Edge of slab 150-225mm high	30	Lm		
J	Sloping soffits of stair case waist	172	Sm		
K	Stair case landings	180	Sm		
L	Risers 0-150mm high	432	Sm		
M	Sides of stair case cut to profile of steps and risers	107	Lm		
	Total carried to collection below				
	<u>Collection</u>				
	Total brought forward from page 4C/5				
	Total brought down from above				
	Total for frames carried to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>ELEMENT NO.3</u>				
	<u>WALLING</u>				
	<u>Machine-cut stone walling; bedded and jointed in cement and sand (1:3) mortar; reinforced in very third course with 500g hoop iron;</u>				
A	200mm Thick walling externally	8,120	Sm		
B	Ditto internally	6,683	Sm		
C	150mm Thick ditto	2,865	Sm		
D	200mm Thick eaves filling 200mm high	868	Lm		
	<u>Expansion joint</u>				
E	25mm Thick flexcell expansion joint fixed in accordance with manufactures printed Instructions.	701	Sm		
F	25x25 expedite sealer.	196	Lm		
	<u>Vent/grille blocks</u>				
G	200mm Thick approved quality red burnt hexagonal clay vent blocks bedded and jointed in redoxide coloured cement and sand (1:3) mortar	173	Sm		
Total for walling carried to summary					

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>ELEMENT NO.4</u> <u>BALUSTRADING</u> (All Provisional)				
	<u>Balustrading and railings to staircase, balconies and other areas</u>				
	<u>Mild Steel</u>				
A	40x40x1.5mm thick SHS ballusters, 900mm high one end built into concrete including grouting in cement and sand mortar (1:3); spacing at 100mm centres	12,644	No		
B	Ditto rail welded to top of ballusters	1,264	Lm		
C	Ditto to bottom of ballusters	1,264	Lm		
D	Extra over handrail for bends	800	No		
E	Ditto for stopped ends	68	No		
F	Ditto for building in ends of 40x40x1.5mm railing into masonry or concrete including grouting in cement and sand (1:3) mortar	320	No		
	<u>Painting and decorating</u>				
G	Prepare surfaces and apply one undercoat and two finishing coats of gloss oil paint as 'Duracoat' or equal and approved on surfaces 200-300mm girth.	11,498	Lm		
	Total for balustrading and railings carried to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>ELEMENT NO.5</u> <u>ROOFING</u> <u>Supply and fix Kenya Bureau of Standards approved weather resistant versatile roofing sheets as Mabati Rolling Mills Kenya Ltd or equivalent complete with 10 year written warrantee by Manufacturer</u>				
A	28G prepainted red roofing sheets fixed to timber purlins (m.s) with roofing nails complete with approved heavy duty rubber caps to match	4,600	Sm		
B	Hip/ridge capping 450mm wide	1,208	Lm		
C	Valley gutter to match.	1,200	LM		
D	Ditto flashing 300mm gith twice bent and built into wall including making good	216	Lm		
	<u>The following in sawn celcured timber trusses fixed to Engineer's details including hoisting and placing 14250mm above ground level.</u>				
E	175 x 50 mm Ridge board	1,208	Lm		
F	150x50mm sawn cypress tie beam	2,684	Lm		
G	150x50mm rafters	4,324	Lm		
H	100x50mm wall plate fixed to concrete with 12mm diameter x 800mm long anchor J bolts spaced at 1200mm centres to centre	1,092	Lm		
H	150x50mm struts and ties	7,728	Lm		
J	75x50mm sawn cypress purlins.	5,308	Lm		
K	250x32mm sawn cypress fascia board	1,300	Lm		
	<u>The following in uPVC rainwater goods</u> <u>The following in light weight sag-proof easy to clean white coloured Upvc rain water gutter as "Classic Solutions and Supplies Ltd, P.o Box 8063-00200 Nairobi or equal and approved" complete with fixing and jointing accessories</u>				
L	150x150mm Box profile gutters	1208	Lm		
	Carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>Extra over gutter for:-</u>				
A	Stopped ends	112	No		
B	100 mm diameter outlet	128	No		
C	100mm diameter downpipe fixed to wall with and including holder butts at 1000mm centres	1,824	Lm		
D	Extra over downpipe for swanneck 1200mm long	128	No		
E	Ditto horse shoe 300 mm long	128	No		
	<u>Painting and decoration</u>				
	<u>Prepare surfaces and apply one undercoat and two finishing coats of first quality gloss oil paint on:</u>				
F	Wood surfaces 200-300mm girth	1,300	Lm		
	Carried to collection				



ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>Eaves boarding</u>				
A	75x50mm Celcured sawn cypress timber plugged to masonry or concrete	1,208	Lm		
B	Ditto screwed to rafters	1,300	Lm		
C	50x50mm Celcured nailed cypress timber brandering spaced 300mm centres both ways	2,600	Lm		
D	Supply and fix approved colour first quality PVC ceiling strips fixed in accordance with the manufacturer's printed manual/instructions	780	Sm		
E	Extra eaves boarding for 200x200 breathers complete with mosquito wire gauze and coffee tray wire	168	No		
	Carried to collection below				
	<u>Collection</u>				
	Total brought forward from page 4C/9				
	Total brought forward from page 4C/10				
	Brought down from above				
	Total for roofing carried to summary carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>ELEMENT NO.6</u>				
	<u>DOORS</u>				
	<u>Steel door</u>				
	<u>Fabricate, deliver and install the following purpose made steel casement doors (to Architect detail) to comply to B.S 990, obtained from approved manufacturer , primed with redoxide primer before delivery to site, complete with hinges, handles, catches and to include 300mm high louvered top vent covered with mosquito gauze wire reinforced with coffee tray wire.</u>				
A	Door size 900x2400mm high (D1)	160	No		
	<u>Flush doors to B.S. 459 part 2</u>				
B	45mm thick solid core flush door size 900x2400mm mahogany veneered both sides and hardwood lipped all round (D2)	960	No		
C	Ditto size 900x2100mm high faced both sides with 6mm thick exterior quality plywood ready for painting and hardwood lipped all round(D3)	80	No		
	<u>Wrot hardwood frame and framings</u>				
D	Rebated door frame size 150x50mm with 2no. labours plugged to wall	5,872	Lm		
E	Ditto mullion	864	Lm		
F	40x25mm Weathered architrave	5,872	Lm		
G	25mm Rounded quadrant	5,872	Lm		
	<u>Iron Mongery</u>				
	<u>Supply and fix the following to UNION catalogue or other equal and approved to metal surfaces or the like fixing with rivets or screws as necessary-</u>				
H	Three lever mortice lock complete with set lever handle furniture.	1,040	No		
J	Three lever steel door mortice lock	80	No		
K	150mm heavy duty brass butt hinges with screws to match	1560	Prs		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
A	Rubber door stop with 38mm rawl bolt	1200	No	120.00	
	<u>Prepare surfaces and apply one undercoat and two finishing coats of first quality gloss oil paint on:</u>				
B	General metal surfaces	691	Sm		
	<u>Prepare surfaces and apply one undercoat and two finishing coats of first quality varnish on:</u>				
F	Wood surfaces	3,898	Sm		
G	Ditto 200-300mm girth	6,736	Lm		
H	Ditto 0-100mm girth <u>Glazing</u>	11,744	Lm		
J	5mm Thick clear sheet glass in panes over 0.1 but not exceeding 0.5m2 fixed with approved putty to metal	72	Sm		
K	Ditto but fixed with timber glazing beads	259	Sm		
	Total carried to collection below				
	<u>Collection</u>				
	Total brought forward from 4C/12				
	Total brought down from above				
	Total for doors carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>ELEMENT NO.7</u>				
	<u>WINDOWS</u>				
A	125 x 25mm Blue 'Njiru' stone window cill bedded and jointed with cement and sand (1:3) mortar; once weathered and throated  <u>Supply and fix approved purpose made ready primed triple sash steel casement windows comprising 50x25x3mm thick RHS frames, 20mm thick mild steel plates, 40x20x3mm thick Z-section mullions and transomes, 20x3mm thick horizontal and vertical flats welded to window profile; permanent ventilators consisting of T-bar, mosquito wire gauze, 50x50mm high 16 gauge metal hood projection ready including all necessary ironmongery to Architect's drawings and details</u>	2,204	Lm		
B	Window size 2000x 1500mm high (W1)	160	No		
C	Ditto size 1800x1500mm high (W2)	80	No		
D	Ditto size 1800x 1500mm high (W3)	480	No		
E	Ditto size 600x900mm high (W4)	400	No		
F	Ditto size 1500x1200mm high (W5)	160	No		
	<u>Curtain rails</u>				
G	Supply and fix 30mm diameter x 1.5mm thick aluminium alloy hollow section curtain rods complete with decorative end caps, runners and fixing accessories to match  <u>Glazing</u>	2,204	Lm		
H	5mm Thick clear sheet glass panes over 0.1 but not exceeding 0.5m2 fixed with glazing putty to metal	2,280	Sm		
J	Ditto but obscure	216	Sm		
	<u>The following in wrot cypress</u>				
K	125 x 25mm Window board  <u>Prepare and apply one undercoat and two finishing coats of first quality full gloss on:-</u> <u>Prepare and apply one undercoat and two finishing coats of first quality full gloss on:-</u>	2204	Lm		
L	General metal windows  <u>Knot, prime and stop and apply one under and two finishing coats of full gloss oil paint on:</u>	4,992	Sm		
M	Wood surfaces 100-200mm girth	2,204	Lm		
	Total for windows carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>ELEMENT NO.8</u>				
	<u>FINISHES</u>				
	<u>Walls and soffits of suspended slab etc. finishes</u>				
	<u>Plaster; 12mm thick 2No coatwork, 9mm first coat of cement and sand (1:6) 3mm second coat of cement and lime putty (1:10); steel trowelled concrete or blockwork base generally to: -</u>				
A	Wall; internal (walls, columns, etc.)	27,216	Sm		
B	Soffits of suspended slab, beams, stair waist and	31,252	Sm		
	<u>12mm Thick cement and sand (1:3) render to:-</u>				
C	Wall; external (columns, beams etc.)	1,864	Sm		
	<u>Cement and sand (1:3) mortar in:-</u>				
D	Recessed horizontal and flush vertical key pointing	8,120	Sm		
	<u>Cement and sand (1:4) mortar in:-</u>				
E	Backing to receive ceramic wall tiles (m/s)	4,732	Sm		
	<u>Approved colored ceramic wall tiles to B.S 1281 ; local coloured glazed wall tiles to regular or approved other pattern ; bedding and jointing in cement and sand (1:4) mortar, grouting with white</u>				
F	250x250x3.0mm Thick ceramic wall tiles laid with but joints on cement and sand backing including stainless steel edge strips	4,732	Sm		
	<u>Painting &amp; Decorating</u>				
	<u>Prepare and apply one undercoat and two finishing coats of first quality silk vinyl emulsion paint on:-</u>				
G	Plastered walls, beams and columns internally	28,228	Sm		
H	Soffits of suspended slab, beams, stair waist and	11,978	Sm		
	<u>Prepare and apply three coats of first quality plastic emulsion paint on :-</u>				
J	Plastered walls externally	58,468	Sm		
	<u>Roof slab</u>				
K	20mm Thick cement and sand (1:3) screeding to roof slab laid to fall	321	Sm		
	<u>"EPDM" waterproofing applied as per the manufacturer instructions to:</u>				
L	Top of roof slab	321	Sm		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	Finishes cont'd.....				
	<u>Floor finishes</u>				
A	32 mm Thick cement and sand (1:3) screed finished smooth, hard and shiny with approved first grade red oxide coloured cement grout	13,984	Sm		
	<u>32mm Thick cement and sand (1:4) screed finished to receive ceramic tiles (m/s) on:-</u>				
B	Staircase landings	180	Sm		
C	Ditto treads	493	Sm		
D	Ditto risers	432	Sm		
E	Strings	112	Sm		
	<u>Ceramic Tiles</u>				
	<u>300x300x8m Thick non-slip 'Saj' or equal and approved ceramic tiles floor finish including 100mm high skirting fixed with approved tile adhesive and joints grouted in cement with matching colours to:-</u>				
F	Staircase landings	180	Sm		
G	Ditto treads	493	Sm		
H	Ditto risers	432	Sm		
J	Staircase strings	112	Sm		
	<u>Staircase nosing</u>				
	Approved metal mate anti-slip aluminium staircase nosing size 43.2x23x3mm thick complete with fixing accessories including anchoring to concrete in accordance with manufactures instructions	736	Lm		
	<u>Ceiling Finish</u>				
L	10mm Thick plain chip board ceiling nailed to timber brandering (m/s)	13984	Sm		
M	75mm concave timber cornice secret nailed	31956	Lm		
	<u>Sawn cypress celcured timber</u>				
N	75 X 50mm Plugged to wall	31,956	Lm		
P	50X50mm Brandering spaced at 600mm centre to centre both ways	16,824	Lm		
L	Extra over ceilings for 1000x1000mm access door with framing all round and fixing	64	No		
	<u>Prepare and apply one undercoat and two finishing coats of first quality plastic emulsion paint to:-</u>				
M	Ceiling board surfaces	13,984	Sm		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
A	Finishes cont'd.....  <u>Bat-proofing and ceiling space ventillation</u> 100x225mm long uPVC vent pipe sealed with wire gauze and coffee tray wire and built into wall (m/s). Total carried to collection below  <u>Collection</u>  Total from 4C/15  Total from 4C/16  Total from above	32	No		
	Total for finishes carried to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	<u>ELEMENT NO.9</u>				
	<u>JOINERY FITTINGS</u> (Provisional) <u>The following in low level kitchent cabinets size</u> <u>2100 x 550 x 950mm high</u>				
	<u>Walls underneath worktops</u>				
A	100mm Thick stone walling as before described	252	Sm		
	<u>Concrte works</u>				
B	100mm thick concrete (1:3:6) benching	4,684	Sm		
C	75mm Thick reinforced concrete worktop	184	Sm		
D	Steel fabric mesh reinforcement No. A98 weighing 1.54Kg/sm including side and end laps	184	Sm		
	<u>Sawn formwork</u>				
E	Soffites of worktop	160	Sm		
F	Edges of benching 75 - 150mm high	336	Lm		
G	Ditto worktop n.e 75mm girth	336	Lm		
	<u>Wrot cypress as described</u>				
H	50 x 50mm bearers plugged	1,376	Lm		
	<u>Blockboard to B.S. 3444</u>				
J	25mm thick shelving	124	Sm		
K	450 x 700mm high doors hardwood lipped all round	640	No		
L	19 x 19mm lipping tongued in and glued to edges of block board	1,472	Lm		
	Carried to Collection				



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	<u>JOINERY FITTINGS - (CONTINUED)</u>				
	<u>The following built - in bedroom wardrobes size</u> <u>2250x 600 x 240mm high</u> <u>(Contractor to provide benching only)</u>				
A	100mm thick concrete (1:3:6) benching	540	Sm		
	<u>Sawn formwork to:-</u>				
B	Edges of benching 75 - 150mm high	900	Lm		
	Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	<u>JOINERY FITTINGS - (CONTINUED)</u>				
	<u>Supply and fix the following ironmongery with screws to match</u>				
A	Brass piano hinges	560	Lm		
B	Brass cupboard door lock	320	No		
C	Brass D pull handles	320	No		
D	Brass flush bolts	640	No		
	<u>Finishes</u>				
E	20mm Thick cement screeding smooth trowelled to benching of kitchen cabinet	192	Sm		
F	Ditto to benching of wardrobes	632	Sm		
G	25mm Thick granolithic paving including cement and sand (1:4) backing on worktop	184	Sm		
H	Ditto edges of worktop size	336	Lm		
J	12mm Thick cement and sand (1:4) plaster to soffites of worktop	160	Sm		
K	Ditto to walls	504	Sm		
	<u>Prepare and apply three coats first grade silk vinyl emulsion paint on:</u>				
L	Plastered soffites of worktops and surfaces of dwarf walls	504	Sm		
	<u>Prepare surfaces and apply one undercoat and two finishing coats of first quality gloss oil paint on:</u>				
M	Wood surfaces	652	Sm		
	Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	<u>Collection</u> From page 4C/18 From page 4C/19 From page 4C/20				
	Total for joinery fittings carried to summary				

ITEM	DESCRIPTION	TOTAL (Kshs)
<u>BILL NO.4 SUMMARY</u>		
A	Substructures from page page 4C/4	
B	Frames from page 4C/6	
C	Walling from page 4C/7	
D	Ballustrading from page 4C/8	
E	Roofing from page 4C/11	
F	Doors from page 4C/13	
G	Windows from page 4C/14	
H	Finishes from page 4C/17	
J	Total for Joinery fittings from page 4/21	
Total Builder's Work for 4No. Four Cluster 5-Storey Blocks of Flats Containing 160 No. Housing Units carried to Grand Summary		

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	<u>BILL NO.5</u> <u>PERIMETER FENCING</u> <u>(ALL PROVISIONAL)</u>				
A	<u>Site clearance</u> Clear site of grass, shrubs and small trees, grub up roots and burn up arisings	1900	SM		
B	<u>Excavation</u> Excavate pits size 350x350x600mm deep starting from ground level	78	Cm		
C	<u>Disposal</u> Load, wheel and spread on site excavated material as directed by the Project Manager	78	CM		
D	<u>The following in 2400mm high fence comprising barbed wire and chainlink on precast concrete posts:</u> <u>Mass concrete mix 1:3:6 in:-</u> Post footings	78	CM		
E	<u>Precast concrete units:-</u> Provide and install 125 x 150 mm x 3000 metre high cranked pre-cast concrete posts set in concrete surround at 3 metres centres	670	NO		
F	<u>Chainlink</u> Supply and fix 1.80 metre high x 12 gauge chain-link tied with 14 gauge galvanised tying wire to 12½ gauge x 8No. horizontal strands of galvanized barbed wire passed through purpose-made holes in precast concrete posts (m/s)	1900	Lm		
G	<u>Barbed wite to cranked top of posts</u> Supply and fix to cranked top of precast concrete posts (m/s) 3No. horizontal strands of 12½ gauge galvanized barbed wire passed through holes as before decribed	5700	Lm		
Total for Fencing carried to Grand Summary					

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>BILL NO.6-BOUNDARY WALL ON FRONTAGE ELEMENT NO.1 SUBSTRUCTURES (All Provisional) Excavations and earthworks</u>				
A	Excavate strip foundation depth not exceeding 1.m starting from existing ground level and load, wheel and cart away to temporary spoil heaps	719	Cm		
B	Return, fill and ram selected excavated materials around excavations	602	Cm		
C	Load, wheel and spread on site excess excavated materials	117	Cm		
D	Allow for keeping excavation free from water by any means		Item		
E	Allow for maintaining sides of excavation by plunking and strutting		Item		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
A	<u>Anti-termite treatment</u> Treat bottom and tops of foundation with 'Termidor 250EC' or similar approved anti-termite chemical applied stictly in accordance the manufacturer's printed manual or instructions	183	Sm		
B	<u>Plain concrete</u> 50mm Thick mass concrete mix 1:4:8 blinding to bottoms of foundations.	142	Sm		
C	<u>Insitu vibrated reinforced concrete class 20/(20mm) in:</u> Strip footing columns	47	Cm		
D	<u>Reinforcement</u> <u>High yield square twisted barscto B.S 4461 as described:-</u> Y16mm Diameter bars	1697	Kg		
E	10mm ditto	448	Kg		
F	8mm ditto	1270	Kg		
Total carried to collection					

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
A	<u>Sawn timber formwork to:</u> To sides of columns	261	Sm		
	<u>Medium chisel dressed natural stone</u> <u>walling bedded and jointed in cement and</u> <u>sand (1:3) mortar and reinforced in every</u> <u>alternate course with hoop iron ties</u>				
B	200mm Thick walling.  <u>Damp-proofing</u>	522	Sm		
C	200mm Wide damp-proof course to B.S 743 type A butimen base laid with 150mm minimum head laps.	260	Lm		
Total carried to collection					



ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>COLLECTION</u>				
A	Total brought forward from page PW/1				
B	Total brought forward from PW/2				
C	Total brought forward from PW/3				
	Total for substructures carried forward to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>ELEMENT NO.2</u>				
	<u>SUPERSTRUCTURE CONCRETE</u>				
	<u>WORKS</u>				
	Insitu vibrated reinforced concrete class 20/(20mm) in:-				
A	Columns	44	Cm		
	<u>Reinforcement</u>				
	<u>High yield square twisted bars to B.S 4461 as described:-</u>				
B	Y16mm Diameter bars	2968	Kg		
C	8mm Ditto	849	Kg		
	<u>Sawn timber formwork as described to:</u>				
D	Sides of columns	607	Sm		
	<u>Precast concrete units in:-</u>				
E	400x400x75mm Pier cap four times weathered and throated and fixed with 4No. 10mm diameter mild steel dowel.	108	No		
F	400x75mm Copping twice weathered and throated and fixed with 2No. 10mm diameter mild steel dowel.	260	Lm		
	<u>Cement and sand (1:4) render to :-</u>				
G	Columns	233	Sm		
	<u>Expansion Joint:-</u>				
H	12mm Thick Flexcell expansion joint fixed in accordance with manufactures printed Instructions.	34	Sm		
I	25x25 expedite sealer.	68	Lm		
	Total for concrete superstructure carried forward to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>ELEMENT NO.3</u> <u>WALLING</u> <u>Superstructure walling</u>				
A	200mm Thick 'Ruiru' or other equal and approved machine cut stone walling bedded and jointed in cement and sand (1:3) mortar and reinforced in every alternate course with hoop iron ties as described.	592	Sm		
B	Extra over ditto for 200mm thick precast hollow concrete louvre blocks.	50	Sm		
C	<u>Cement and sand (1:4) vertical flush and horizontal recessed key pointing to:-</u> Internal and external faces of wall.	1184	Sm		
Total for walling carried forward to summary					

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
A	<p><u>ELEMENT NO.4</u> <u>GATES</u> <u>Gate Pillars</u> 400x400x2700mm High reinforced concrete class 20 gate pillars including 1000x1000x300mm deep reinforced concrete base, 700x700x75mm weathered and throated capping at top and four (4No.)x100mm long mild steel hooks and three gate hinges (m/s) cast into post which is fair face finished and emulsion paint painting including steel reinforcement and all necessary excavation and backfilling.</p>	4	No		
B	<p><u>Gates</u> <u>Mild Steel primed before fixing and painted afterwards with three coats of gloss oil paint as directed:-</u> Double leaf gate overall size 3600x2400mm high each leaf tapering and rising by 1.0m as they meet top spikes at 150mm centres in two equal leaves , each leaf comprising 75x25x3mm R.H.S frame, two 75x25x3mm middle rails and 25x25x3mm R.H.S vertical members welded to rails and frame at 75mm centres and plugged top and bottom each leaf hanging on gate posts (m/s) on three purpose made heavy duty hinges with brush bush set in and provided with 2No. 750mm long drop barrel bolt and brass castor including 1200mm diameter 16gauge mild steel sheet on both sides of each leaf.</p>	2	No		
C	Pedestrian gate size 900x2400mm high	1	No		
Total for gate carried forward to summary					

ITEM	DESCRIPTION	TOTAL (Kshs)
<u>BILL NO.6 SUMMARY</u>		
A	SUBSTRUCTURES FROM PAGE PW/4	
B	CONCRETE SUPERSTRUCTURE FROM PAGE PW/5	
C	WALLING FROM PAGE PW/6	
D	GATE FROM PAGE PW/7	
Total for Masonry Wall carried to grand summary		

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	<u>BILL NO.7</u> <u>GATE HOUSE</u> <u>ELEMENT NO. 1</u>				
	<u>SUBSTRUCTURES</u> (All provisional)				
A	exceeding 600mm girth and cart away or burn arisings	11	Sm		
B	Reduce level to remove top vegetable soil average 250mm deep and spread as directed	11	Sm		
C	Excavate for foundation strip footing in normal soil not exceeding 1.5m deep	17	Cm		
D	Extra over all kinds of excavation for excavating rock irrespective of class	4	Cm		
E	Allow for keeping excavations free from all water by pumping or otherwise		Item		
F	Ditto; for plunking and strutting to sides of excavations		Item		
	<u>Disposals</u>				
G	Return fill and ram selected excavated material around foundations	14	Cm		
H	Load, wheel and cart away from site surplus excavated material and deposit in approved dumping area	21	CM		
	<u>Imported Filling</u>				
J	300 mm Thick (average) approved broken quarry stone hardcore filling in two equal layers well compacted	11	Sm		
K	50 mm thick stone dust blnding to surfaces of hardcore	11	Sm		
	Total to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	<u>ELEMENT NO.1 CONT'D</u>				
	<u>50 mm plain concrete (1:4:8 - class 15/20mm) blinding to:</u>				
A	Strip footing	14	Sm		
	<u>Vibrated reinforced concrete class 20 in:</u>				
B	Strip footing	3	Cm		
C	100mm thick ground floor slab	11	Sm		
	<u>Reinforcement (All Provisional)</u>				
	<u>High tensile square twisted bars BS 4461 as described in :</u>				
D	8mm Diameter bars	40	Kg		
E	12mm Ditto	70	Kg		
	<u>Steel mesh fabric reinforcement to BS 4483</u>				
F	Steel fabric mesh reinforcement type A142 weighing 2.22Kg/M <sup>2</sup> and to BS 4483 and with 150 mm side laps (measured net - no allowance for laps)	11	Sm		
	<u>Damp proof membrane</u>				
G	1000 gauge polythene sheeting laid under concrete floor bed	11	Sm		
	<u>Anti-termite treatment</u>				
H	"Dragnet" or other equal and approved antitermite insecticide treatment to blinded hardcore surfaces applied in accordance with manufacturer's instructions	11	Sm		
	Carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	<u>ELEMENT NO. 1 CONT'D</u>				
A	Edges of ground floor bed exceeding 75mm but not exceeding 150mm girth	14	Lm		
B	<u>Load bearing natural stone rough dressed walling in cement and sand mortar</u> 200 mm thick natural walling	17	Sm		
C	<u>Bituminous Damp Proof Course bedded and jointed in cement sand mortar 1:3.</u> 200 mm wide.	17	Lm		
D	<u>Cement and sand (1:4) rendering</u> 12mm thick cement and sand render mix 1:4 to plinth surfaces	12	Sm		
E	Prepare and apply three coats of butimastic paint to rendered surfaces.	12	Sm		
	Carried to collection below				
	<u>COLLECTION</u>				
	Brought forward from page GH/ 1				
	Brought forward from page GH/ 2				
	Brought forward from above				
	Total for substructure carried to summary				



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	<u>ELEMENT NO.2</u>				
	<u>REINFORCED CONCRETE SUPERSTRUCTURES</u>				
	<u>Vibrated reinforced concrete (1:2:4 ) Class 20/20mm in :</u>				
A	Ring Beams	2	Cm		
	<u>Reinforcement</u>				
	<u>High tensile square twisted bars BS 4461 as described in :</u>				
B	8mm Diameter bars	63	Kg		
C	10mm Ditto	60	Kg		
	<u>Sawn formwork to :</u>				
D	Verticle sides of Ring Beams	34	Sm		
Total for reinforced concrete superstructure carried to summary					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
A	<u>ELEMENT NO. 3</u>  <u>WALLING</u>  <u>Smooth dressed natural stone, dressed and rubbed in equal course sizes and approved pattern and shape bedded and jointed in cement and sand mortar mix 1:4 reinforced with 25x2mm hoop iron every alternate course</u>  200 mm Thick walling	40	Sm		
	Total for walling carried to ummary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	<u>ELEMENT NO. 4</u>				
	<u>ROOFING AND RAIN WATER DISPOSALS</u>				
	<u>Trusses</u>				
	<u>The following in 3 No. double pitch timber trusses with bolted connections rising approximately 3.0m above ground level</u>				
A	100 x 50 mm rafters	11	Lm		
B	100 x 50 mm ties and struts	13	Lm		
C	100 x 50 mm joists	34	Lm		
	<u>Roofing</u>				
	<u>Sawn cypress treated as described in trusses including templates, fillets, nailing , straps, splices and hoisting 16.50 metres above ground level and with a moisture content not exceeding 12%</u>				
D	100 x 50 mm Wall plate	11	Lm		
E	75 X 50 mm Purlins	15	Lm		
F	100 x 50 mm Ridge board	3	Lm		
	<u>Roof covering</u>				
G	28 Gauge prepainted galvanized IT5 or other equal and approved box profile roofing sheets fixed to timber (m.s) screw nails with heavy duty rubber caps	15	Sm		
H	Ditto; ridge cover	3	Lm		
J	200x25mm wrot cypress fascia board	13	Lm		
	Carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	<u>ELEMENT NO. 4 Cont'd</u>				
	<u>Testing</u>				
A	Allow for testing the whole of the rainwater disposal installation to the satisfaction of the Architect and for replacing any defective work free of charge		Item		
	<u>Rain Water Goods</u>				
	<u>22 gauge light pressed galvanised mild steel purpose made ready primed down pipes jointed with mastic and fixed to walls with brackets to BS1091</u>				
B	150x100mm Box profile gutters	11	Lm		
C	200mm diameter rain water down pipes	6	Lm		
D	Extra over rain water down pipe for swan neck projecting 600mm	2	No		
E	Ditto Shoe	2	No		
	<u>Painting and Decoration</u>				
F	Prepare and apply one undercoat and two finishing coats of first quality gloss oil paint to metal surfaces 200-300mm girth	17	Lm		
	Carried to collection below				
	<u>COLLECTION</u>				
	Brought forward from GH/ 6				
	Brought forward from above				
	Total for roofing and rainwater disposal carried to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	<u>ELEMENT NO. 5</u>				
	<u>DOORS</u>				
	<u>External Doors</u>				
A	40mm thick single swing single leaf solid core flush door type D02 overall size 900 x 2100mm high comprising of leaf size 800 x 2100 high	2	No		
	<u>The following in wrot mahogany.</u>				
B	250 X 50 mm hardwood door frame with one labour	11	Lm		
C	40 x 25 mm hardwood architrave with one labour	11	Lm		
D	25 mm quadrant	11	Lm		
	<u>Ironmongery</u>				
	<u>Supply and fix the following to wood with matching screws</u>				
E	Ditto; two lever	2	No		
F	38 mm rubber door stop fixed with rawl bolt	2	No		
G	100 mm pressed steel butt hinges	3	Prs		
	<u>Prepare and apply one coat of aluminium wood primer to:-</u>				
H	Back of wood before fixing not exceeding 100 mm girth	11	Lm		
J	Prepare and apply one undercoat coats and two finishing coats of polyurethane clear varnish to timber general surfaces	8	Sm		
K	Ditto; 200-300mm girth	11	Lm		
	Total for doors carried to ummary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	<u>ELEMENT NO. 6</u>				
	<u>WINDOWS</u>				
	<u>Metal Windows</u>				
	<u>Supply and Fix the following purpose-made Mild Steel vertically hung casement finished with one coat red oxide primer complete with opening accessories including cutting and fixing lugs and pointing all round in cement mortar class 1:6 with vertically pivoted sashes as described:</u>				
A	600 x 900 mm high window	4	No		
	<u>Glazing</u>				
B	4mm thick clear sheet glass and glazing in panes 0.1 - 1.0 SM with approved metal putty	2	Sm		
C	150 x 50 x 25 mm thick clay window cill to slope	2	Lm		
	<u>Painting</u>				
D	Prepare surfaces and apply one undercoat and two finishing coats of first quality supergloss oil paint to metal surfaces	4	Sm		
	Total for windows carried to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	<u>ELEMENT NO. 7</u>				
	<u>FINISHES</u>				
	<u>EXTERNAL FINISHES.</u>				
	<u>Wall Finishes</u>				
A	Horizontal keying and pointing in cement and sand (1:4) mortar to natural stone external wall surfaces	32	Sm		
B	<u>Cement and sand (1:4) external render to: Stone/concrete work</u>	6	Sm		
C	<u>Prepare and apply one undercoat and two finishing coats of first quality vynil matt emulsion paint to:-</u> Rendered surfaces	6	Sm		
	Total for external finishes carried to summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT (Kshs)
	ELEMENT NO. 8				
	<u>INTERNAL FINISHES.</u>				
	<u>Floor finishes</u>				
A	32 mm Thick cement and sand (1:3) screed finished smooth, hard and shiny with approved first grade red oxide coloured cement grout	11	Sm		
	<u>Wall finishes</u>				
	<u>Lime plaster, 15mm thick (1:2:9)</u>				
B	12 mm thick cement and sand plaster 1:4; steel trowelled to receive wall paint (m/s)	33	Sm		
C	Prepare surfaces and apply one undercoat and two finishing coats of first quality silk vinyl emulsion paint to plastered wall	33	Sm		
	<u>Ceiling Finishes</u>				
D	Supply and fix approved colour PVC plastic eiling on 50 x 50 sawn cypress brandering at 600mm centres both ways	11	Sm		
	Total for internal finishes carried to summary				



ITEM	DESCRIPTION	AMOUNT (Kshs)
<u>BILL NO.7 SUMMARY</u>		
A	Substructures from page GH/3	
B	Reinforced concrete superstructure from GH/4	
C	Walling from page GH/5	
D	Roof construction from page GH/7	
E	Doors from page GH/8	
F	Windows from page GH/9	
G	External finishes from page GH/10	
H	Internal finishes from page GH/11	
	Total for Gate House carried to Grand Summary	

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>PROVISIONAL SUMS</u> <u>The following provisional sums shall be expended in part or whole as directed by Project Manager in consultation with the Client.</u>  <u>Builders Works in Connection with Services</u>				
A	Provide Kenya shillings Two Million (Kshs. 2,000,000.00) only for builders works in connection with services		Sum		2,000,000.00
	<u>Landscaping</u>				
B	Provided Kenya shillings Five Million (Kshs.5,000,000.00) only for Landscaping works		Sum		5,000,000.00
	<u>Contingencies</u>				
C	Provide Kenya Shillings Thirty Million (Kshs. 30,000,000.00) only for contingencies		Sum		30,000,000.00
	Total for Provisional Sums Carried to Grand Summary				37,000,000.00

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL (Kshs)
	<u>PRIME COST SUMS</u> The following prime cost sums for works to be executed by Nominated Subcontractors				
	<u>Electrical Installation Works</u>				
A	Provide Kenya Shillings Seventy Seven Million (Kshs.77,000,000.00) only for Electrical Installation Works		Sum		77,000,000.00
B	Add for Main Contractor's profit (%)		.....%		
C	Add for Attendance		Sum		
	<u>Internal Plumbing, Drainage, Sanitary Fittings and Firefighting Installations</u>				
D	Provide Kenya Shillings Sixty Nine Million (Kshs. 69,000,000.00) only for plumbing, internal drainage works		Sum		69,000,000.00
E	Add for Main Contractor's profit (%)		.....%		
F	Add for Attendance		Sum		
	<u>Civil Works</u>				
G	Provide Kenya Shillings Eighty Million (80,000,000) only for civil works		Sum		80,000,000.00
H	Add for Main Contractor's profit (%)		.....%		
J	Add for Attendance		Sum		
Total for Prime Cost Sums carried to Grand Summary					

ITEM	DESCRIPTION	FOR CONTRACTOR'S USE	FOR OFFICIAL USE
<b>GRAND SUMMARY</b>		Kshs	Kshs
A	Particular preliminaries from page PP/12		
B	General preliminaries from page GP/10		
C	Two Number 2-cluster 5-stoey blocks from page 2C/22		
D	Four Number 4-cluster 5-stoey blocks from page 4C/22		
E	Fencing from page F/1		
F	Boundary Wall from page PW/8		
G	Gate house from page GH/12		
J	Provisional sums from page PS/1		
K	Prime cost sums from page PC/1		
Subtotal			
<u>Less</u>			
Contractors credit for value of salvaged materials			
<b>TOTAL CARRIED TO FORM OF TENDER</b>			

Amount in words: Kenya

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.....  
.....  
.....

Tenderer's Name.....

Address:.....

Signature:.....

Rubberstamp:.....

Date:.....

Witness:.....

Signature.....

Date:.....

