



REPUBLIC OF KENYA
MINISTRY OF EDUCATION



TENDER DOCUMENTS FOR

FOR CONSTRUCTION OF PROPOSED
GATE AND SENTRY

(FULL CONTRACT)

AT

**RUNYENJES TECHNICAL AND
VOCATIONAL COLLEGE**

TENDER NUMBER RTVC / GATE / 2022-2023

SEPTEMBER 2022

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SECTION I: INVITATION FOR TENDERS

Runyenjes Technical and Vocational College invites sealed bids from eligible candidates for **TENDER NUMBER RTVC / GATE /2022-2023 PROPOSED CONSTRUCTION OF GATE AND SENTRY.**

Interested candidates may obtain the tender documents from **Runyenjes Technical and Vocational College Procurement office during working hours (9.00 am to 4. 00p.m)** at a non-refundable tender fee of **Kshs. 1,000.00**, made to the school **Equity A ccount number 0190274872116** and an official receipt obtained from the accounts office. Prices quoted by tenderers must be expressed in Kenya Shillings be net inclusive of all taxes and delivery costs, and shall remain valid for one hundred and twenty (120) days from the closing date of the tender.

Bidders who meet the following criteria, which must be demonstrated by attaching relevant documentary evidence, shall be considered for further evaluation.

- a. Must provide a bid bond of **Kenya shillings one hundred thousand** which must remain valid for 30 days (after the expiry of the tender validity period) in the form of bank guarantee from a reputable bank or any other form as provided for under the public procurement and disposal (amendment) regulations.

- b. Provide valid tax compliance certificate.
- c. Provide PIN and VAT certificates.
- d. Prove Registration as a company.
- e. Dully filled business questionnaire.
- f. Must be registered by National Construction Authority (NCA) for category NCA 8 and above.
- g. Evidence of adequate equipment and key personnel for the specified type of work.

A tender from the following tenderers shall be treated as non-responsive and therefore subject to automatic disqualification:

- a. A tender from a tenderer whose ongoing projects is/are behind schedule and without any approved extension of time.
- b. A tender from a tenderer who has been served with default notice on on-going project/s or terminated from a contract in the past.
- c. A tender from a tenderer with on-going projects exceeding four (4) in Number irrespective of the total value of the outstanding works.
- d. A tender from a tenderer who refuses to initial changes made in the bid document.

Completed tender documents – Original and a Copy - are to be enclosed in a plain sealed envelope marked with tender name and reference number and deposited in the tender box situated at the Runyenjes Technical and Vocational College administration block addressed to the Principal Runyenjes technical and Vocational College P.O. Box 239-60103 RUNYENJES so as to be received on or before **4TH OCTOBER 2022 at 12.00NOON**. Tenders will be opened immediately thereafter in the presence of the bidders or their representatives who choose to attend at the College Board Room at **12.00NOON** on the same day.

SECTION II: INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS

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) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (g) authority to seek references from the tenderer's bankers;
- (h) information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and
- (i) 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, Authorized to incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and
- (e) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

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 cash flow for the Contract;
- (b) experience as main contractor in the construction of at least two years
- (c) two works of a nature and complexity equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);
- (d) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;

- 1.8 Each tenderer shall submit only one tender, either individually or as a partner in a joint venture. A tenderer who submits or participates in more than one tender (other than as a 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.
- 1.9 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.10 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.
- 1.11 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.12 The price to be charged for the tender document shall be Kshs.1,000/=
- 1.13 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 One Hundred and Twenty (120) days from the date of submission. However, in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the 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 tender documents as described in Clause 3.2 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked "ORIGINAL". In addition, the tenderer shall submit ONE COPY of the tender, in the number specified in the invitation to tender, and clearly marked as "COPY". In the event of discrepancy between them, the original shall prevail.
- 3.15 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer, pursuant to Clause 1.5 (a) or 1.6 (b), as the case may be. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 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 Kenya shillings 100,000

4. Submission of Tenders

- 4.1 The tenderer shall seal **ONE ORIGINAL** and **ONE COPY** of the tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as “**ORIGINAL**” and “**COPY**” 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.
- 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

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

Except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with Clause 5.7.

5.6 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.

5.7 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.

5.8 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.

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

- (a) making any correction for errors pursuant to clause 5.7;
- (b) Excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day works where priced competitively.
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with clause 3.12; and
- (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 subcontract work valued at more than 50% of the Contract Price excluding Provisional Sums to an Non-indigenous sub-contractor.

6. Award of Contract

6.1 Subject to Clause 6.2, the award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be (a) eligible in accordance with the provision of Clauses 1.2, and (b) qualified in accordance with the provisions of clause 1.7 and 1.8.

6.2 Notwithstanding clause 6.1 above, the Employer reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.

6.3 The tenderer whose tender has been accepted will 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 14 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 25% 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.

7.2 1.1 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.

7.3 2. Corrupt and Fraudulent Practices

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.

CONDITIONS OF CONTRACT

1. Definitions

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 who’s 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 a project manager, 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

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.

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).

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

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

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

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

6 Communications

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

7 Subcontracting

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

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

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

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

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.

13.2 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

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

The Contractor shall allow the Project Manager and any other person authorized 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

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

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.

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

18. Management Meetings

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 a change 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

X¹ = 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%.

X¹¹ = 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.

If a compensation event would cause additional cost or would prevent the Work

- 24.2 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

- 25.2 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.
- 25.3 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.
- 25.4 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 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.

25.5 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.

25.6 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.

25.7 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.

25.8 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 Day works 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 Day works 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 Day works subject to obtaining signed Day works 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 affect 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) 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;
- (e) 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 dis favour 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;

- Architectural Association of Kenya

- Institute of Quantity Surveyors of Kenya
- Association of Consulting Engineers of Kenya
- Chartered Institute of Arbitrators (Kenya Branch)
- 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:
- 37.6 The appointment of a replacement Project Manager upon the said person ceasing to act.
- 37.7 Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
- 37.8 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- 37.9 Any dispute or difference arising in respect of war risks or war damage.
- 37.10 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.
- 37.11 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.

37.12 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.

37.13 The award of such Arbitrator shall be final and binding upon the parties.

SECTION IV – APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: **RUNYENJES TECHNICAL AND VOCATIONAL COLLEGE**

Address: **P.O. BOX 239-60103, RUNYENJES**

Name of Authorized Representative: **THE PRINCIPAL RUNYENJES TECHNICAL AND VOCATIONAL COLLEGE**

The Project Manager is: **COUNTY WORKS OFFICER,**

The name (and identification number) of the Contract is: **RTVC / GATE / 001-2022**

PROPOSED CONSTRUCTION OF GATE AND SENTRY

The Works consist of **CONSTRUCTION WORKS AND ASSOCIATED ELECTRICAL, MECHANICAL AND CIVIL WORKS.**

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

The Intended Completion Date for the whole of the Works shall be **20 (TWENTY) WEEKS AFTER DATE OF POSSESSION**

The following documents also form part of the Contract:
BILLS OF QUANTITIES, CONTRACT DRAWINGS AND ANY OTHER AUTHORIZED DRAWINGS WHICH MAY BE ISSUED

The Contractor shall submit a revised program for the Works within 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 RUNYENJES TECHNICAL AND VOCATIONAL COLLEGE** and is defined in drawings nos.
CONTRACT DRAWINGS

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;

ELECTRICAL WORKS MECHANICAL WORKS

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 **NIL**
2. The minimum cover for loss or damage to Equipment is **NIL**
3. The minimum for insurance of other property is **KSH. 300,000.00**
4. The minimum cover for personal injury or death insurance
 - For the Contractor's employees is **KSH. 1,500,000.00**
 - And for other people is **KSH. 1,500,000.00**

The following events shall also be Compensation Events:

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

The period between Program updates is **30** days.

The amount to be withheld for late submission of an updated Program is **EQUAL TO 10% OF CERTIFICATE**

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

Adjustment Clause **shall not** apply

The liquidated damages for the whole of the Works is **Kshs. 10,000.00** (per week)

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

The Completion Period for the Works is **20 (TWENTY) WEEKS**

The rate of exchange for calculation of foreign currency payments is **PREVAILING US DOLLAR CENTRAL BANK EXCHANGE RATE.**

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

Advance Payment **WILL NOT** be granted.

Tender security shall be **KSH. 100,000.00**

SECTION V - SPECIFICATIONS

Notes for preparing Specifications

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

6.0 The Employer should provide a description of the selected parts of the Works with appropriate reference to Drawings, Specifications, Bills of Quantities, and Design or Performance criteria, stating that the alternative solutions shall be at least structurally and functionally equivalent to the basic design parameters and Specifications. Such alternative solutions shall be accompanied by all information necessary for a complete evaluation by the Employer, including drawings, design calculations, technical specifications, breakdown of prices, proposed construction methodology, and other relevant details. Technical alternatives permitted in this manner shall be considered by the Employer each on its own merits and independently of whether the

Tenderer has priced the item as described in the Employer's design included with the tender documents.

SECTION VI - BILL OF QUANTITIES

Notes for preparing Bills of Quantities

The objectives of the Bills of Quantities are;

- (a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and
- (b) When a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

The Bills of Quantities should be divided generally into the following sections:

(a) Preliminaries.

The preliminaries should indicate the inclusiveness of the unit prices, and should state the methods of measurement which have been adopted in the preparation of the Bill of Quantities and which are to be used for the measurement of any part of the Works.

The number of preliminary items to be priced by the tenderer should be limited to tangible items such as site office and other temporary works,

otherwise items such as security for the Works which are primarily part of the Contractor's obligations should be included in the Contractor's rates.

(b) Work Items

- (i) The items in the Bills of Quantities should be grouped into sections to distinguish between those parts of the Works which by nature, location, access, timing, or any other special characteristics may give rise to different methods of construction, or phasing of the Works, or considerations of cost. General items common to all parts of the Works may be grouped as a separate section in the Bill of Quantities.
- (ii) Quantities should be computed net from the Drawings, unless directed otherwise in the Contract, and no allowance should be Made for bulking, shrinkage or waste. Quantities should be rounded up or down where appropriate.
- (iii) The following units of measurement and abbreviations are recommended for use.

<i>Unit</i>	<i>Abbreviation</i>	<i>Unit</i>	<i>Abbreviation</i>
cubic meter	m ³ or cu m	millimeter	mm
hectare	ha	month	mon
hour	h	number square	nr m ² or sq m
kilogram	kg	meter square	mm ² or sq mm
lump sum	su	millimeter week	wk
meter	m		
	m		
metric ton	t		
(1,000 kg)			

- (iv) The commencing surface should be identified in the description of each item for Work involving excavation, boring or drilling, for which the commencing surface is not also the original surface. The excavated surface should be identified in the description of each item for Work involving excavation for which the excavated surface is not also the final surface. The depths of Work should be measured from the commencing surface to the excavated surface, as defined.

(c) Daywork Schedule

A Daywork Schedule should be included if the probability of unforeseen work, outside the items included in the Bill of Quantities, is relatively high. To facilitate checking by the

Employer of the realism of rates quoted by the tenderers, the Daywork Schedule should normally comprise:

- (i) a list of the various classes of labour, and materials for which basic Day work rates or prices are to be inserted by the tenderer, together with a statement of the conditions under which the Contractor will be paid for Work executed on a Day work basis; and
- (ii) a percentage to be entered by the tenderer against each basic Day work Subtotal amount for labour, materials and plant representing the Contractor's profit, overheads, supervision and other charges.

(d) Summary

The Summary should contain a tabulation of the separate parts of the Bills of Quantities carried forward, with provisional sums for Daywork, for physical (quantity) contingencies, and for price contingencies (upward price adjustment) where applicable.

SECTION VII – 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
- Details of Sub-Contractors

FORM OF TENDER

To: THE PRINCIPAL,

RUNYENJES TECHNICAL AND VOCATIONAL COLLEGE

P.O BOX 239-60103 RUNYENJES

Construction of gate and sentry

- 1. In accordance with the Instructions to Tenderers, Conditions of Contract, Specifications 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 Employer’s Representative’s notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
- 3. We agree to abide by this tender **for a period of 120 days from the date of tender opening**, and shall remain binding upon us and may be accepted at any time before the expiry of that period.
- 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 of20.....

Signaturein the capacity of

Duly authorized to sign tenders for and on behalf of:

.....*[Name of Tenderer]*

of.....*[Address of Tenderer]*

PIN No.

VAT CERTIFICATE No.

Witness: Name

Address Signature

FORM OF TENDER SECURITY

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

..... (Name of Contract)

KNOW ALL PEOPLE by these presents that WE.....having our registered office at(hereinafter called “the Bank”), are bound unto(hereinafter called “the Employer” in the sum of Kshs.....for which payment well and truly to be made to the said Employer, the Bank bind itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank thisDay of20.....

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his tender during the period of tender Validity specified in the instructions to tenderers or
- 2. If the tenderer, having been notified of the acceptance of this 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]

FORM OF AGREEMENT

This agreement is made on

Between

Of (or whose registered office is situated at)

.....

(Hereinafter called "the employer") of the one part

And

Of (or whole registered office is situated at)

.....

(Hereinafter called "the main Contractor") of the other part:

And whereas the Contractor has supplied the employer with a priced

Copy of the bills of quantities (hereinafter referred to as "the bills"), where applicable, which together with the drawings

numbered.....

.....

(Here in after referred to as "the contract drawings), the specifications and the conditions of contract,

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1.1 For the consideration herein stated, the Contractor shall upon and subject to the conditions annexed hereto carry out and complete the contract works shown upon the contract drawings and described by or referred to in the contract bills, specifications and in the said conditions.
- 1.2 The employer shall pay the Contractor the sum of the Kshs (in words).....

.....Kshs.....)

(Here in after referred to as “the contractor price”) or such sum as shall become payable hereinafter at the times and in manner specified in the said conditions.

- 1.3 The term ‘Architect’, ‘Quantity Surveyor’ and ‘Engineer’, where applicable, shall refer to the persons appointed by the Employer to administer the contract in accordance with the contract agreement. Where applicable reference to the Architect shall be deemed to include reference to the Engineer.
- 1.4 In the event of the need to appoint a replacement Architect, Quantity Surveyor, Engineer or other specialist (whether named in this agreement or not) the Employer shall make such appointment as soon as practicable after the need for such appointment arises and shall communicate the appointment to the Contractor.
- 1.5 Where the contract does not incorporate bills of quantities, the term “contract bills” and “bills of quantities” wherever appearing shall be deemed deleted and replaced with the term “schedule of rates” as applicable.

1.6 AS WITNESS the hands of the said parties;

Signed by the said

.....(employer)

In the presence of

Name

Address

Signed by the said

..... (Contractor)

In the presence of

Name

Address

PERFORMANCE BANK GUARANTEE

**To: THE PRINCIPAL,
Runyenjes Technical and Vocational College,
P.O BOX 239 60103 RUNYENJES**

Dear Sir,

WHEREAS(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. dated to execute (here in after 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

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. Email 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):

.....

.....

BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

Location of business premises: Country/Town.....

Plot No..... Street/Road

Postal Address..... Tel No.....

Nature of Business.....

Current Trade License No..... Expiring date.....

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

Kenya Shillings.....

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

Your name in full..... Age.....

Nationality..... Country of Origin.....

Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details</i>	<i>Shares</i>
1.
2.
3.
4.

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:

	<i>Name in full</i>	<i>Nationality</i>	<i>Citizenship Details*</i>	<i>Shares</i>
1.
2.
3.
4.

Part 2(d) Interest in the Firm:

Is there any person/persons in the employment of the Government of Kenya WHO has interest in this firm? Yes/No (Delete as necessary)

I certify that the above information is correct.

.....
Title	Signature	Date

* Attach proof of citizenship

KEY PERSONNEL

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
1.			
2.			
3.			
4.			
5.			
6.			
7.			

I certify that the above information is correct.

.....

Title

.....

Signature

.....

Date

CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS

Work performed on works of a similar nature, complexity and volume over the last 5 years.

PROJECT NAME	NAME OF CLIENT	TYPE OF WORK AND YEAR OF COMPLETION	VALUE OF CONTRACT (Kshs.)

I certify that the above works were successfully carried out and completed by ourselves.

.....

.....

.....

Title

Signature

Date **SCHEDULE**

OF ON-GOING PROJECTS

Details of on-going or committed projects, including expected completion date.

PROJECT NAME	NAME OF CLIENT	CONTRACT SUM	% COMPLETE	COMPLETION DATE

--	--	--	--	--

I certify that the above works are currently being carried out by ourselves.

.....

.....

.....

Title

Signature

Date **FINANCIAL**

REPORTS FOR THE LAST FIVE YEARS

(Balance sheets, Profits and Loss Statements, Auditor's reports, etc.

List below and attach copies)

1. _____.

2. _____.

3. _____.
4. _____.
5. _____.
6. _____.
7. _____.
8. _____.
9. _____.
10. _____.

EVIDENCE OF FINANCIAL RESOURCES TO MEET QUALIFICATION REQUIREMENTS

(Cash in Hand, Lines of credit, e.t.c. List below and attach copies of supportive documents.)

1. _____.
2. _____.
3. _____.

4. _____.
5. _____.
6. _____.
7. _____.
8. _____.
9. _____.
10. _____.

DETAILS OF LITIGATIONS OR ARBITRATION PROCEEDINGS IN WHICH THE TENDERER IS INVOLVED AS ONE OF THE PARTIES

1. _____.
2. _____.
3. _____.
4. _____.

5. _____.

6. _____.

7. _____.

8. _____.

9. _____.

10. _____.

1. **Statement of Compliance**

- a) I confirm compliance of all clauses of the General Conditions, General Specifications and Particular Specifications in this tender.
- b) I confirm I have not made and will not make any payment to any person, who can be perceived as an inducement to win this tender.

Signed:*for and on behalf of the Tenderer*

Date:

Official Rubber Stamp: **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

SECTION V111: EVALUATION CRITERIA

TENDER EVALUATION CRITERIA.

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

- 1) Determination of Responsiveness
- 2) Detailed Technical Examination
- 3) Financial Evaluation.

STAGE 1- DETERMINATION OF RESPONSIVENESS

A. PRELIMINARY WEXAMINATION.

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 will include the following:

- i) Category of Registration with National Construction Authority in relevant trade and or any other statutory bodies.
- ii) Single business permit with relevant county government authorities.
- iii) Tax compliance issued by Kenya Revenue Authority.
- iv) Company certificate of incorporation.
- v) Proof of payment for tender document.
- vi) Provision of Bid Security of tender amount.
- vii) Dully filled Form of Tender.

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

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

STAGE2: TECHNICAL EVALUATION.

The tender document shall be examined based on the instruction to Tenderers which states as follows:

In accordance to Instructions to Tenderers, the tenderers will be required to prove evidence for eligibility of the award of the tender by satisfying the employer of their eligibility and adequacy of resources to effectively carry out the subject contract. The tenderers shall be required to fill the Standards Forms provided for the purpose 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 shown as below:

PARAMETER

MAXIMUM POINTS

- (i) Statement of Compliance..... 3
- (ii) Tender Questionnaire 5
- (iii) Confidential business questionnaire... .. 5
- (iv) Key personnel 2
- (v) Contract Completed in the first Five (5) years... .. 15
- (vi) Schedules of on-going projects 10 (vii) Schedule of contractors equipment 10
- (viii) Audited Financial Recourses for the last 2 years 10 (ix) Evidence of Financial Resources... .. 10
- (x) Name, Address and Telephone of Banks (Contractor to provide) 5
- (xi) Litigation History 2
- (xii) Sanctity of the tender document as in accordance with clause 5 of instruction to tender
5

TOTAL

100

S/N	Description	Points Scored	Max. Point
1.	Statement of Compliance a. Filled signed and stamped... .. 3 b. Signed but not stamped or vice versa...2 c. Not signed nor stamped... ..0		3
2.	Tender Questionnaire Form a. Completely filled 5 b. Partially filled 3 c. Not filled... .. 0		5
3.	Confidential Business Questionnaire Form. a. Completely filled... .. 5 b. Partially filled... .. 3 c. Not filled... .. 0		5
4.	Key Personnel (attach evidence) Director of the firm a. Holder of degree or diploma in relevant Engineering field... .. 5 b. Holder of certificate in relevant engineering field... .. 3 c. Holder of trade test certificate in relevant Engineering field... .. 2 d. No relevant certificate... .. 0		5 20

	<p>At least 1 No. degree/diploma holder of key personnel relevant Engineering field.</p> <p>a. With over 10 years relevant experience.....5 b. With over 5 years relevant experience 3 c. With under 5years relevant experience.....1</p>		5	
	<p>At least 2 No. certificate holder of key personnel in relevant Engineering field.</p> <p>a. With over 10 years relevant experience.....5 b. With over 5 years relevant experience 2 c. With under 5years relevant experience.....1</p>		6	
	<p>At least 2 No. artisan (trade test certificate in relevant engineering field)</p> <p>a. Artisan with over 10 years relevant experience2 b. Artisan with under 10 years relevant experience1 c. Non skills worker with over 10 years experience 1</p>		4	
5	<p>Contract completed in the last five (5) years (a max of 5 No. projects)(attach evidence)</p> <p>a. Project of similar nature, complexity and magnitude... 3 b. Project of similar nature but of lower value than the one in consideration... 2 c. No completed project of similar nature...0</p>		15	
6	<p>On-going projects (a max of 5 No. projects)(attach evidence)</p> <p>a. Project of similar nature ,complexity and magnitude... 2 b. Project of similar nature but of lower value than the one in consideration... 1 c. No ongoing project of similar nature... 0</p>		10	
7	<p>Schedules of contractors equipment and transport(attach proof or evidence of ownership)</p> <p>a. transport(vehicle) 4 b. No means of transport 0</p>		4	10

	For each specific equipment required in the installation of the work being tendered for. (Maximum No. of equipment to be considered-3No.)-2		6	
--	--	--	---	--

8	<p>Financial report</p> <p>Audited financial report (last two years)</p> <p>a. Annual turnover greater or equal to 5 times the cost of the project 10</p> <p>b. Annual turnover greater or equal to 3times the cost of the project 6</p> <p>c. Annual turnover greater or equal to the cost of the project 4</p> <p>d. Turnover below the cost of the project 2</p>			10
9	<p>Evidence of financial Resources (Cash in hand, lines of credit, over draft facility etc.)</p> <p>a. Has financial resources equal or above the cost of the project 10</p> <p>b. Has financial resources below the cost of the project 5</p> <p>c. Has not indicated sources of financial recourses 0</p>			10
10	<p>Name, Address and Telephone of Banks(Contractor to provide)</p> <p>a. Provide... 5</p> <p>b. Not provide... 0</p>			5
11	<p>Litigation History.</p> <p>a. Filled... 2</p> <p>b. Not filled... 0</p>		2	
12	<p>Sanctity of the tender document</p> <p>a. Having the document intact(not tampered with in any way) 5</p> <p>b. Having mutilated or having modified the tender document 0</p>		5	
	TOTAL		100	

Any bidder who scores 70 points and above shall be considered for further evaluation.

STAGE 3: FINANCIAL EVALUATION

1. Financial evaluation shall be in accordance with instruction to tenders. The parameter to be considered under this section includes the following:

a. Arithmetic Errors

The bid shall be checked for arithmetic errors based on the rates and the total sums indicated in the bills of quantities

b. If necessary may confirmation be sought in writing from the tenders whose tender sums will be determined to have a significance arithmetic error to their disadvantage, to confirm whether they stand by their tender sums. The error shall be treated as per the **Instructions to Tenderers.**

PRICING NOTES

SECTION 1X SPECIFICATIONS AND PRICING NOTES

BILL NO. 1

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

GENERAL ITEMS

Materials Generally

All materials used on the works shall be provided by the contractor and shall be new and of the qualities and kinds specified herein. Deliveries shall be made sufficiently in advance to enable samples to be taken and tested if required.

Material for which there is a Kenya Bureau of Standard specification

All materials used in the works for which a Kenya Bureau of Standards Specification has been published shall conform with the latest edition thereof in every way. The Architect will advise the client to have the Contractor obtain a certificate in respect of any materials to state that is in accordance with the Kenya Bureau of Standard specification but the cost of these tests will be borne by the client

Materials for which there is no Kenya Bureau of Standards specification

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

EXCAVATION AND EARTHWORK

Site Clearance

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

Nature of the Soil

The Contractor is advised to visit the site and ascertain the nature of the ground to be excavated and then shall price accordingly and no claim will be allowed for want of knowledge in this respect. Rates for excavation shall include for excavation in soil, earth, black cotton, sandy soil, murrum, tuff, soft rock, boulders or whatever other subsoil is encountered except hard rock as defined below..

Foundation Excavations

- a. The foundation trenches and column bases shall be excavated to the widths and depths of the concrete foundations shown on the drawings or to such widths and depths as the Engineer may instruct after examination of the excavations. Quantities of all excavations shall be measured and valued by the Quantity Surveyor and any difference between such measurements and the measurements herein given shall be dealt with as a variation to the Contractor.
- b. If however, the Contractor excavates to any greater depths than shown in the drawings or as instructed by the Engineer, then he shall at his own expense fill in such extra depth of excavation with concrete as specified for the foundations to the satisfaction of the Engineer. The Contractor shall not be paid for the cost of any excavation executed deeper or wider than shown on the drawings or instructed by the Engineer nor the cost of back filling such excavation or disposing of surplus.

Surplus Soil Disposal

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

Top Soil for Spreading

Where required in the Bills of Quantities, top soil required for subsequent spreading over

finished work shall be especially selected and shall be dumped in Special heaps as indicated by the Architect. Such top soil shall be reasonably free from vegetation to the satisfaction of the Architect and shall be compacted as little as possible in the heaps.

Filling under Surface Beds in Buildings

i) Murram filling

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

ii) Hardcore filling

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

Anti-termite treatment

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

Polythene Sheeting

Polythene sheeting shall be produced by an approved manufacturer. Joints in sheeting shall be treble folded with a 150mm fold and taped at 300mm intervals with 50mm wide back plastic adhesive tapes. The sheeting shall not stretched but shall be laid with sufficient wrinkles to permit shrinkage up to 15%. The Contractor shall ensure that the membrane is not pierced buying laying and concreting.

Existing Services

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

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

B. 10 Protection

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

CONCRETE WORK

Codes of Practice

All workmanship, materials, tests and performances in connection with reinforced concrete shall be in conformity with the latest edition of the British Standard for concrete works 9B.S. B 10 parts 1 & 2, B.S 8004, BS. 8007) and any other approved Local and International Standards. Where inconsistency exists between these preambles and these Standards, the Contractor shall notify the Engineer in good time for his Clarification as to which of the two implications on the Contract.

Supervision

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

Cement

Cement unless otherwise specified shall be ordinary Portland Cement of a brand and source approved by the Engineer and shall comply With the requirements of K.S.02-21. A manufacturers certificate of test in accordance with K.S.0221 shall be supplied for each consignment delivered to the site.

Aggregate

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

If in the opinion of the Engineer the aggregate meets with the above requirements but is dirty or adulterated in any manner, it shall be screened and/or washed with clean water at the clients expense. Aggregate shall be delivered to the Site in their prescribed sizes or gradings and shall be stock-piled on paved areas to boarded platforms in separate units to avoid intermixing. **On no account shall premixed cores aggregates be brought to the patching plant. On no account shall aggregates be stock-piled on the ground.**

Water

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

Quality Control at Works Stage

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

Cement

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

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

Concrete	15 10		
Nominal mix by volume	1:3:6	1:4:8	
Cubic metres of fine aggregate Per 50			
kg. bag of cement		0.12	0.16
Cubic metres of coarse aggregate Per			
50kg bag of cement		0.24	0.32

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

Construction Joints

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

Faulty Concrete

Any concrete which fails to comply with these Preambles, or which shows signs of setting before it is placed shall be taken out and removed from the site, where concrete is found to be defective after set the concrete shall be cut out and replaced in accordance with the Engineer's instructions.

On no account shall any faulty, honeycombed or otherwise defective concrete be required or patched until the Engineer has made an inspection and issued instructions for the repair. **Steel reinforcement**

The steel reinforcement shall comply with the latest requirements of the following British Standards:- Hot rolled MS for the Reinforcement of concrete BS 02-22 Hot rolled MS for the Reinforcement of concrete BS 4449 Cold worked H. Y. steel for the Reinforcement of concrete BS 4461 Hard drawn steel wire BS 4482

Fabric Reinforcement

Fabric reinforcement shall be electrically cross-welded steel wire mesh reinforcement to BS. 1483 and of the size and weight specified and made of wire to B.S. 4482.

Fixing Steel Reinforcement

Reinforcement shall be accurately bent to the shapes and dimensions shown on the Drawings and Schedules and in accordance with B.S. 4466 and B.S. 8110.

Reinforcement must be cut and bent cold and no welded joints will be permitted unless so detailed or directed by the Engineer.

Formwork

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

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

WALLING

MATERIALS

Cement

Cement Used for making mortar shall be as described in concrete work. Lime

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

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

Shall be as described in Concrete work.

Stone

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

Reinforced Walls

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

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

Wall Ties

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

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

Fair Face

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

Pointing

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

GLAZING **MATERIALS**

General

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

Standards

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

Clear sheet glass etc

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

Obscured Glass

To be of type described and as approved Architect.

Putty

a) The putty for glazing to wood sashes is to be linseed oil putty all as B.S. 644.
Workmanship

WORKMANSHIP

General

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

METALWORK

MATERIALS

Generally

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

Mild Steel

Mild steel shall comply with B.S. 15.

Hollow Section Tubing

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

Bolts, Nuts and Washers

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

Galvanized Sheet Steel

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

Stainless Steel

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

Steel Grilles

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

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

WORKMANSHIP

Welding

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

Painting

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

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

F.10 Fixing of Steel Grilles

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

FLOOR, WALL AND CEILING FINISHINGS

PLASTERWORK

Generally

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

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

Cement

Ordinary Portland cement and shall comply with KS. 02-21. White and coloured cements shall comply with B.S. 12 and be obtained from an approved manufacturer.

Lime

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

Sands

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

Water

Water shall be clean and kept free from all impurities.

Mixing of materials

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

Period between coats

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

Surfaces of beds and backings

Screeded beds for insitu finishings of floor finishings bedded in mortar, shall be left rough from the screeding board. loated beds for inflexible floor finishings bedded in mastic, shall be left with a plain untextured surface.

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

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

Floated backings for inflexible wall finishings fixed with adhesive shall be left with a plain surface.

Trowelled backing for flexible wall finishings shall be finished smooth and free from score marks or depressions.

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

G.9 Preparation of surfaces

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

PAINING AND DECORATING

MATERIALS

Colour range

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

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

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

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

H.5 Same makers materials used for coating

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

H.8 Remedying defects due to defective materials

All materials, which in the opinion of the Architect are unsatisfactory shall be immediately removed from the site and any work executed with such defective materials shall be made good to the satisfaction of the Architect. **Emulsion paint**

Emulsion paint (interior and/or exterior), shall have a **P.V.A.** base and shall be of an approved band. The first coat shall be thinned in accordance with the manufactures instructions. Where described as applied externally, the paint shall incorporate an approved fungicide to prevent fungus growth.

Black bituminous paint

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

Primer for iron and steelwork

Primer for iron and steelwork shall be:

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

Primer for woodwork

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

Oil paints

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

Polyurethane lacquer

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

H.31 Plaster, rendering, concrete block work and brickwork

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

H.35 Iron and steel

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

Hardwood

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

Fibreboard

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

Plywood

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

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

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

Woodwork to receive clear finish

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

WORKMANSHIP

Standard of Workmanship

Prior to the commencement of internal or external decoration, areas not exceeding 50 square metres in total area, and designated by the Architect, shall be completely decorated, and after approval shall be

used as a standard for the whole of the works. Any additional cost involved in carrying out such decoration in advance of the general work shall be deemed to be included in the Contract Sum. Such decorated surfaces shall be made good and touched up as necessary prior to the handing over of the works.

Stirring of materials

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

Manufacturer's instructions

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

H.45. Brush work

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

SECTION X BILLS OF QUANTITIES

A) PRICING OF PRELIMINARIES ITEMS.

Prices will be inserted against item of preliminaries in the contractor's Bills of Quantities and specification. These Bills are designated as Bill 1 in this Section. Where the contractor fails to insert his price in any item he shall be deemed to have made adequate provision for this on various items in the Bills of Quantities. The preliminaries form part of this contract and together with other Bills of Quantities covers for the costs involved in complying with all the requirements for the proper execution of the whole of the works in the contract.

The Bills of Quantities are divided generally into three sections: -

a) Preliminaries – Bill 1

Contractor preliminaries are as per those described in conditions of contract. The contractor shall study the conditions and make provision to cover their cost in this Bill. The number of preliminary items to be priced by the Tenderer has been limited to tangible items such as site office, temporary works and others. However, the Tenderer is free to include and price any other items he deems necessary taking into consideration conditions he is likely to encounter on site.

b) Installation Items and Other Bills - Bill 2

The brief description of the items in these Bills of Quantities should in no way modify or supersede the detailed descriptions in the contract Drawings, conditions of contract and specifications. c) Summary

The summary contains tabulation of the separate parts of the Bills of Quantities carried forward with provisional sum, contingencies and any prime cost sums included. The contractor shall insert his totals and enter his grand total tender sum in the space provided below the summary.

This grand total tender sum shall be entered in the Form of Tender provided elsewhere in this document

1. The Bills of Quantities form part of the contract documents and are to be read in conjunction with the contract drawings and general specifications of materials and works.

The prices quoted shall be for labour only and all taxes (including 16% V.A.T and 3 % Withholding tax).

In accordance with Government policy, the 16% V.A.T and 3% withholding Tax shall be deducted from all payments made to the tenderer, and the same shall be forwarded to the Kenya Revenue Authority (KRA).

All prices omitted from any item, section or part of the Bills of Quantities shall be deemed to have been included to another item, section or part.

The brief description of the items given in the Bills of Quantities are for the purpose of establishing a standard to which the contractor shall adhere to. Otherwise alternative brands of equal and approved quality will be accepted.

Should the contractor install any material not specified here in before receiving approval from the Project Manager, the contractor shall remove the material in question and, install the proper material.

The grand total of prices in the price summary page must be carried forward to the Form of Tender.

Tenderers must enclose, together with their submitted tenders, detailed manufacturer's Brochures detailing Technical Literature and specifications on the following fittings they

Intend to offer.

Tenderers to note that all works covered in provisional sums are subject to re tendering on supplementary bills to be availed later.

GENERAL AND PARTICULAR PRELIMINARIES

ITEM	DESCRIPTION	QTY	RATE	KSH.
A	<p>PRICING ITEMS OF PRELIMINARIES Prices SHALL BE INSERTED against items of “preliminaries” in the tenderer’s priced Bills of Quantities. The contractor is advised to read and understand all preliminary items.</p>			
B	<p>SCOPE OF CONTRACT The works to be carried out under this contract comprise the construction of a main entrance gate at Runyenjes Technical and Vocational College</p>			
C	<p>MEASUREMENTS In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.</p>			
D	<p>LOCATION OF SITE The site of the proposed works is at the Runyenjes Technical and vocational college grounds. The Contractor is advised to visit the site, to familiarize himself with the nature and position of the site. No claims arising from the Contractor’s failure to do so will be entertained.</p>			
	<p>Total carried to collection</p>			

ITEM	DESCRIPTION	QTY	RATE	KSH.
A	<p>CLEARING AWAY</p> <p>The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused works and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager. The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.</p>			
B	<p>CLAIMS</p> <p>It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claims shall be Entertained upon the expiry of the said contract period.</p>			
C	<p>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</p> <p>The Contractor is notified that these works are to be carried out on a Restricted site where the client is going on with other normal activities. The Contractor is instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal Activities being carried out by the Client. The Contractor shall allow in his rates any expense he Deems necessary by taking such care within the site.</p>			
	<p>Total carried to collection</p>			

ITEM	DESCRIPTION	QTY	RATE	KSH.
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<p>A</p> <p>WORKING CONDITIONS</p> <p>The Contractor shall allow in his rates for any interference that he may encounter in the course of execution of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the College will be operating as usual during the course of the contract.</p> <p>B</p> <p>SIGNBOARD</p> <p>Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.</p> <p>C</p> <p>LABOUR CAMPS</p> <p>The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.</p> <p>D</p> <p>MATERIALS FROM DEMOLITIONS</p> <p>Any materials arising from demolitions and not re-used shall become the property of the government.</p> <p>E</p> <p>PRICING RATES</p> <p>The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract</p> <p>F</p> <p>SECURITY</p> <p>The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.</p>				
	<p>Total carried to collection</p>			

ITEM	DESCRIPTION	QTY	RATE	KSH.
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<p>A</p> <p>BID SECURITY</p> <p>The tenderer shall furnish, as part of his bid, a bid security in the sum prescribed. The bid security shall, at the tenderer’s option be in the form of a certified Cheque, Bank draft, stand by Letter of Credit or Guarantee from a reputable bank located in Kenya or a foreign bank that has been determined to be acceptable to the government of Kenya. The format of the bank guarantee shall be in accordance with one of the sample forms of bid security included in the post qualification. Other formats may be permitted subject to prior approval of the government Letters of Credit, bank guarantee issued, as security for bid shall be valid for 30 days beyond the validity of the bid.</p> <p>B</p> <p>URGENCY OF THE WORKS</p> <p>The Contractor is notified that these “works are urgent” and should be completed within the period state in these Particular Preliminaries. The Contractor shall allow in his rates for any costs he deems that he/she may incur by having to complete the works within the stipulated contract period.</p> <p>C</p> <p>MATERIALS ON SITE</p> <p>All materials for incorporation in the works will be procured by the client. This is to include materials of the Contractor, nominated sub-Contractors.</p> <p>EXISTING SERVICES</p> <p>Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.</p> <p>D</p>				
	<p>Total carried to collection</p>			
<p>ITEM</p>	<p>DESCRIPTION</p>	<p>QTY</p>	<p>RATE</p>	<p>KSH.</p>

<p>A</p>	<p>PERFORMANCE BOND A bond of 5% of the contract sum will be required in accordance with the attached appendix on award of contract of the Instructions to Tenderer's. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank.</p>			
<p>B</p>	<p>DELIVERY OF TENDER Tenders and all documents in connection therewith, as specified above Must be delivered in the addressed envelope which should be properly Sealed and deposited at the offices as specified in the letter accompanying These documents or as indicated in the advertisement Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the advertisement. Tenders delivered/received later than the above time will not be opened.</p>			
<p>C</p>	<p>VALUE ADDED TAX The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1st September, 1993 which requires payment of VAT on all contracts. The Contractor should therefore include allowance in his rates and prices for prices for any Government taxes currently in force. VAT shall be added/calculated in grand summary page The tenderer is advised that in accordance with Government public notice No. 35 & 36 Dated 11th September 2003 operational from 1st October 2003, withholding VAT will be levied against the contract sum by the Employer and remitted to the Commissioner of VAT through all interim certificates. It should however be noted that this is not additional tax but a new mode of payment for VAT, any excess payment will be refundable once the Contractor has submitted monthly returns to the Commissioner of VAT who will do the refunds when satisfied that the VAT regulations have been complied with.</p>			
	<p>Total carried to collection</p>			

ITEM	DESCRIPTION	QTY	RATE	KSH.
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	<p><u>COLLECTION</u></p> <p>Brought forward from page 87</p> <p>Brought forward from page 88</p> <p>Brought forward from page 89</p> <p>Brought forward from page 90</p> <p>Brought forward from page 91</p>			
	<p>TOTAL CARRIED TO SUMMARY</p>			

MEASURED WORKS

The measured work comprises construction of gate and sentry as indicated on the drawings and described in the bill of quantities and is mainly construction and finishes for the said works. The contractor shall liaise with the project manager in identifying any necessary modifications required to enable the client to obtain optimum results and value for money.

The scope of the work does not include construction of hand washing points, extended adjoining wall from the sentries, cabro laying and associated road kerbs, planting flowers and the beds therein.

Item No	Description	Qty	Unit	Rate	Kshs
PROPOSED CONSTRUCTION OF GATE AND SENTRY AT RUNYENJES TECHNICAL AND VOCATIONAL COLLEGE					
PHASE ONE					
ELEMENT NO. 1					
SUBSTRUCTURES: (ALL PROVISIONAL)					
A	Clear the site of all shrubs and hedges and grabbing out all roots and levelling where necessary	170	SM		
B	Excavate trench for strip foundation not exceeding 1.50 metres deep from the ground level and deposit in heaps near site	30	CM		
C	Re-excavate from spoil heaps, wheel, refill and compact excavated materials to make up levels: level and compact to BS 95% in maximum 200mm layers: finish to a smooth formation around the foundations walls and columns	15	CM		
D	Load and wheel surplus excavated materials away from site as directed	15	CM		
E	Keep trenches and pits free from all water		Item		
Planking and Strutting					
F	Planking and Strutting to sides of all excavations: keep free from all fallen material		Item		
In situ Vibrated Reinforced concrete mix (1:2:4) Class 20/20mm					
G	Strip Foundation	3	CM		
H	Columns bases	5	CM		
J	Columns	1	CM		
K	100 mm thick Ground slab	24	SM		
Hardcore filling					
L	250mm Thick Approved Hardcore fillings well levelled and compacted in 150 mm (thick) layers	24	SM		
Hardcore blinding					
M	50 mm thick approved quarry dust or murrum blinding on top of Hardcore filling: levelled and compacted	24	SM		
Total carried to collection					

Item No	Description	Qty	Unit	Rate	Kshs
	Steel bars reinforcement measured nett including cutting bending, labelling, hooking, tyingwire, spacers hoisting and supporting all in position as described:				
	High tensile square Twisted bars to B.S. 4461				
A	8 mm diameter bars	70	KG		
B	10 mm diameter bars	45	KG		
C	16 mm diameter bars	50	KG		
	Supply timber, nails and all necessary materials for and including construction, erection, treatment and later striking out sawn formwork as described to:				
D	Edge of Ground floor slab 75 - 150 mm high	20	LM		
	WALLING				
E	150 mm Thick rough chisel dressed natural stone walling bedded and jointed in cement and sand (1:3) mortar and reinforced with land including 20 swg x 25 mm wide hoop iron in every alternate course	30	SM		
F	Fabric mesh reinforcement to B.S. 4483 Square mesh Ref. No. 142: weighing 2.22 Kg/ Sm: including 200mm laps, tyingwire and spacer blocks complete (measured nett-allow for laps)	24	SM		
	Total carried to collection				
	COLLECTION				
	Brought Forward from Page 01				
	Brought down from above				
	TOTAL CARRIED TO SUMMARY				

Item No	Description	Qty	Unit	Rate	Kshs
	ELEMENT NO. 2				
	SUPERSTRUCTURE WORK				
	WALLING				
	Well Selected dressed Natural stone walling reinforced with 20 Gauge x 25 mm wide hoop iron straps at every alternate course bedded and jointed in cement:s and (1:4) mortar in:				
A	150 mm thick External walls including raking square joints horizontally as the work proceeds(smooth)	72	SM		
B	Horizontal damp proof course : one layer of 3 - ply bituminous felt or other equal (measured nett) externally	30	LM		
C	150 mm thick internal walls including raking square joints horizontally as the work proceeds(smooth)	12	SM		
D	Horizontal damp proof course : one layer of 3 - ply bituminous felt or other equal (measured nett)internally	6	LM		
E	In situ vibrated reinforced concrete mix 1:2:4 in beams reinforced with and including 4 No. 12 mm diameter mild steel bars and fairfaced on exposed faces	6	CM		
	Supply timber, nails and all necessary materials for and including construction,erection, treatment and later striking out sawn formwork as described to:				
F	Sides and soffits of beams and columns	70	SM		
	Steel bars reinforcement measured nett including cutting bending, labelling, hooking, tyingwire,spacers hoisting and supporting all in position as described:				
	High tensile square Twisted bars to B.S. 4461				
G	Asorted sizes in reinforcement bars	705	KG		
H	Supply and fix 200mm deep well supported precast concrete road kerbs laid on well levelled foundation	45	LM		
J	Supply and fix 80mm thick approved pattern cabro block paving on well prepared ground using approved base materials	167	SM		
	TOTAL CARRIED TO SUMMARY				

ITEM NO	DESCRIPTION	QTY	UNIT	RATE	KSHS
	ELEMENT NO. 3				
	ROOF STRUCTURE AND COVERING				
	The following in 2 number steel trusses spanning 8.1m all to architects specification				
A	75x50mmX3mm steel hollow section in common rafters struts, ties and joists	65	LM		
B	50x50mmX3mm steel hollow section in purlins	12	LM		
	The following in 6 number steel trusses spanning 3.2m all to architects specification				
C	75x50mmX3mm steel hollow section in common rafters struts, ties and joists	48	LM		
D	50x50mmX3mm steel hollow section in purlins	24	LM		
	FASCIA				
E	200X20mm wrot cypress timber in fascia board fixed to rafters	56	LM		
	RAIN WATER GOODS				
F	100X150mm galvanised iron gutter 24 gauge fixed to fascia	12	LM		
G	100mm diameter Pvc down pipe	10	LM		
H	EO for down pipe for swanek	4	NO		
J	EO for shoe	4	LM		
	ROOF COVER				
K	Supply and fix prepainted 28 gauge tile profile metal coated sheets as decra or other equal and approved manufacturer fixed on steel purlins (m.s) with and including galvanised mild steel hook bolts with rubber cappings to specification	52	SM		
L	Ditto Ridge Capping	6	LM		
M	Allow for site welding		Item		
	TOTAL CARRIED TO SUMMARY				
	SUMMARY FOR PHASE ONE				
	Page RVTC/02				
	Page RVTC/03				
	Page RVTC/04				
	Allow 40% provisional sums				
	TOTAL FOR PHASE ONE				

Item No	Description	Qty	Unit	Rate	Kshs
	<p>PHASE TWO</p> <p>ELEMENT NO. 4</p> <p>DOORS</p> <p>METAL GATES</p> <p>Standard Section purpose made welded mild steel doors assembled and fixed to opening including cutting and pinning lugs to concrete or masonry surround and bedding frame in cement:sand(1:4) mortar.</p> <p>Steel doors comprising of 40 x 40 x 3mm SHS sections in 3 No. stiles and 6 No. rails all primed with red oxide.</p>				
A	<p>900x 2100 mm high single leafed door complete with</p> <p>*50 x 50 x 4mm fixed steel angle frame;</p> <p>* Single leaf single swing door size 900 x 2100 mm high comprising of 16 Gauge mild steel plate built-in 8 No. panels each size 400 x 500 mm high in both faces;5 mm clear sheet glass in 2 No. panes each size 400 x 500 mm high including glazing with 16 x 16 x 1.5 mm SHS sections;</p> <p>* 1 No fixed fanlight size 900 x 300 mm high.</p> <p>* 1 No. 4 lever Approved steel door lock</p> <p>Supply and fix the following iron mongery with matching screws . Ironmongery is to "Union" catalogue unless otherwise specified.</p>	2	NO.		
B	<p>40 mm Diameter Round Rubber door stop fixed to wall or floor with rawl bolt</p> <p>PAINTING</p> <p>Prepare and apply one undercoat and two finishing coats gloss oil paint on:</p>	2	NO		
C	General surfaces of metal doors.	8	SM		
D	Surfaces of metal girth 0 -100 mm	6	LM		
	<p>TIMBER DOORS</p> <p><u>45mm thick semi solid cored flush door with interior quality plywood facing on booth sides and hardwood lipping all round and complete with frame ,mullions, transoms, quadrants, architraves and biddings and hinges and fixed to masonry wall using mild steel lugs</u></p>				
E	Size 900x2100mm	2	NO		
	TOTAL CARRIED TO SUMMARY				

Item No	Description	Qty	Unit	Rate	Kshs
	<p>ELEMENT NO. 5</p> <p>WINDOWS</p> <p>CASEMENT WINDOWS</p> <p>Supply and fix the following Ex-shop standard heavy duty welded mild steel casement windows comprising of 25 x 25 x 3 mm Z section framing, 25 x 25 x 3 mm Angles, 25 x 25 x 3 mm T sections, 50 x 3 mm thick Flats complete with approved Brass fasteners, stays (m.s.) and all other necessary iron mongery: including 75 mm perforated mild steel permanent vent and hood at the top infilled with mosquito wiregauze and all primed in one coat red oxide primer before delivery to site; all welds ground smooth including fixing lugs to masonry and/or concrete bedded in cement and sand (1:3) mortar and pointing all round with mastic.</p> <p>NOTE:</p> <p>All reference to ideal casement catalogue but the tenderer may supply any other equal and approved type</p> <p>A Window overall size 900 x 1200 mm high comprising 1 No. top hung light size 300 x 300 mm high, 2 No fixed lights each size 300 x 300 mm high, 1 No. fixed light</p> <p>B Window overall size 600 x 900 mm high comprising 1 No. top hung light size 300 x 300 mm high, 2 No fixed lights each size 300 x 300 mm high, 1 No. fixed light with arch at top to match</p> <p>PAINTING</p> <p>Prepare and apply one undercoat and two finishing coats gloss oil paint on:</p> <p>C General surfaces of metal windows.</p>				
	TOTAL CARRIED TO SUMMARY				

Item No	Description	Qty	Unit	Rate	Kshs
	ELEMENT NO.6				
	FINISHES				
A	12 mm Thick cement and sand (1:3) wood float render to plinth area	4	SM		
B	Prepare and apply three coats black bitumastic paint to rendered area.	4	SM		
	15 mm thick two coat gauged plaster (1:2:9) steel trowelled smooth on surfaces				
C	Walls and Beams	105	SM		
D	Jambs and Soffits of Beams	5	SM		
	FLOOR FINISHES				
	Coloured Cement and Sand (1:3) screed in:				
E	40 mm thick floor paving steel floated to receive floor tiles measured seperately	15	SM		
F	15 x 100 mm skirting with rounded top and covered at junction	30	LM		
	CEILING FINISHES				
	Sawn Cypress as:				
G	75 x 50 mm main brandering plugged	120	LM		
H	50 x 50 mm secondary brandering	60	LM		
	Ceiling boarding				
J	12 mm thick Celotex ceiling lining set out in Symmetrical Pannels with "V" - joints on brandering (m/s)	36	SM		
	Trap Doors				
K	Extra over celotex ceiling for forming removable access trap door size 750 x 750 mm with 100 x 50 mm sawn treated cypress trimming joists; 120 x 25 mm wrot cedar frame all round and 12 mm soft board removable pannel set loose on top of framing including painting	2	NO		
	Cornice				
L	25 x 100 mm wrot cypress moulded cornice plugged	30	LM		
	Total carried to collection				

Item No	Description	Qty	Unit	Rate	Kshs
	PAINTING				
	Prepare and apply one coat of Aluminium wood primer before fixing on wood :				
A	Cornice; girth not exceeding 100 mm	30	LM		
	Prepare and apply one undercoat and two finishing coats first quality Plastic Emulsion paint on:				
B	Softboard lining	36	SM		
	Wall Surfaces				
	Prepare and apply one undercoat and two finishing coats first quality wall sheen paint on:				
C	Plastered surfaces of wall, columns, beams and Jambs Internally	90	SM		
D	Ditto. Walls above ringbeam	15	SM		
	Total carried to collection				
	COLLECTION				
	Brought Forward from Page 01				
	Brought down from above				
	TOTAL CARRIED TO SUMMARY				
	SUMMARY FOR PHASE TWO				
	Page RVTC/05				
	Page RVTC/06				
	Page RVTC/08				
	Allow 60% provisional sums				
	TOTAL FOR PHASE TWO				

Item No	Description	Qty	Unit	Rate	Kshs
PROVISIONAL AND PRIME COST SUMS					
Electrical Works					
A	Allow Pime Cost Sum of Kenya Shillings one hundred and thirty Thousand (Kshs.130,000.00) only for Electrical works.			Sum	130,000.00
B	Allow Provisional Sum of Kenya Shillings two Hundred Thousand (Kshs200,000.00) only for Project Management and documentation			Sum	200,000.00
C	Allow Pime Cost Sum of Kenya Shillings one hundred and fifty Thousand (Kshs.150,000.00) only for fabrication and fixing two number steel gates to specification and side gates			sum	150,000.00
D	Allow Provisional Sum of Kenya Shillings two hundred Thousand(Kshs.200,000) only for Contigencies to be expended in part or whole at the discretion of the project manager			Sum	200,000.00
TOTAL CARRIED TO SUMMARY					680,000.00

BUILDERS WORK SUMMARY

ITEM NO.	ELEMENT	PAGE	AMOUNT IN KSH
1	PRELIMINARIES		
2	SUBSTRUCTURES	RTVC/04	
3	SUPERSTRUCTURE	RTTI/06	
4	ROOFING STRUCTURE AND COVERING	RTVC/07	
5	DOORS	RTVC/12	
6	WINDOWS	RTVC/15	
7	FINISHES	RTVC/20	
8	PROVISIONAL SUMS	RTVC/PS	680,000.00
	GRAND TOTAL		
	ADD 16% VAT		
	GRAND TENDER SUM		
	SAY		

PHASE SUMMARY

PRELIMINARIES

PHASE ONE

PHASE TWO

GRAND TOTAL

Add 16% V.A.T

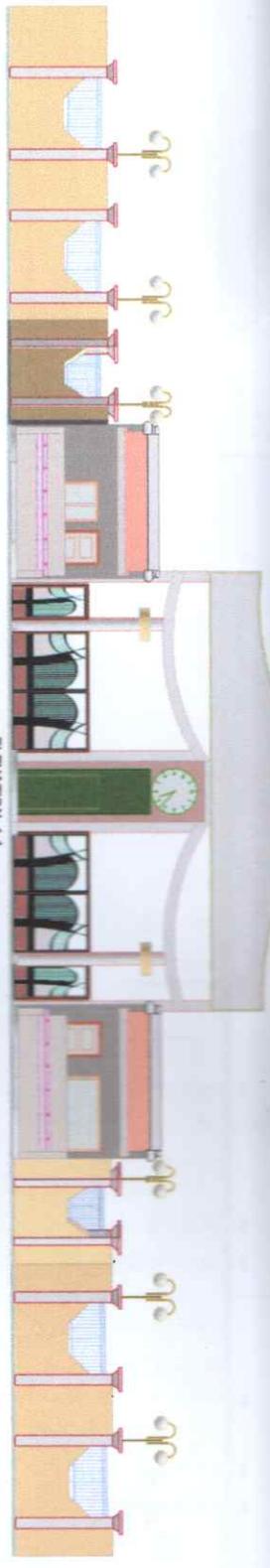
GRAND TOTAL TAKEN TO TENDER



PROPOSED MAIN ENTRANCE FOR RUNYENJES TECHNICAL AND VOCATIONAL COLLEGE



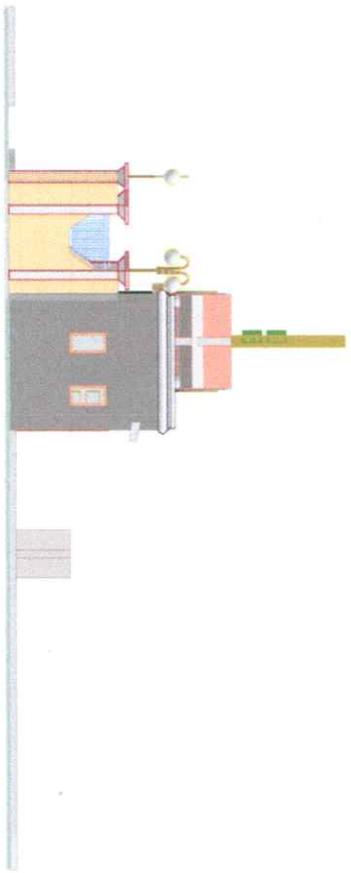
DESIGNED BY: TROICA LIMITED
Email: Troicaltd@gmail.com
+254722309995



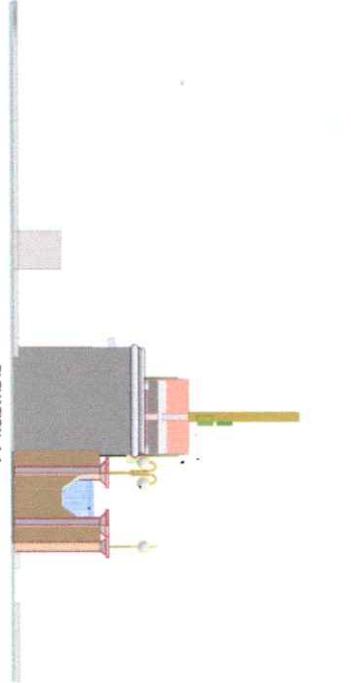
ELEVATION 1-1



ELEVATION 2-2



ELEVATION 3-3



ELEVATION 4-4

APP. STATE	ELEVATIONS
APPLICATION	ARCHITECTURAL
LOCATION	KARUMUNDO TOWN, EMBU COUNTY
DATE	JUNE 2022
DESIGNED AND DRAWN BY	J. M. NG'ATI
	P. O. BOX 2443 EMBU CALL 072278181
CHECKED BY	DAVID KIBOBI

Approved by
**MINISTRY OF PUBLIC WORKS,
 URBAN INFRASTRUCTURE
 AND TRANSPORT**

NODDING
 ARCHITECTS

ARCHITECTS
 P.O. BOX 1001
 NAIROBI
 TEL: 011 254 20 2722222
 FAX: 011 254 20 2722222
 WWW.NODDINGARCHITECTS.COM

DATE	DESCRIPTION

NOTES

GENERAL

All dimensions are in mm unless otherwise specified. Drawings are not to scale - only figured dimensions to be used. The contractor must check and verify all dimensions before commencement of any work.

CONSTRUCTION

All soil under slab around and under foundation to be prepared for remote control.

CIVIL

All soil on cut embankment to be stabilized. The slope not to exceed the natural angle of repose.

STRUCTURAL

All black cotton soil to be removed from all buildings and paved surfaces if encountered.

For all R.C. work refer to structural Engineer's details.

Depth of foundation to be determined on site to S.E.'s approval.

All walls are 150mm thick and reinforced with hoop iron at every alternate course.

All adjacent R.C. work and masonry walls to be tied with hoop iron at every alternate course.

All plumbing and drainage to comply with relevant local authority. SVP drains and vent pipe to be provided at the head of the drainage system.

Drains pass beneath buildings & driveways to be encased in 150mm concrete surround.

The storm drain pipes to comply with HS 556 specification. All underground food and waste drain pipes shall be uPVC to comply with HS 5255.

All inspection chambers covers and framing shall be cast iron.

Minimum slopes in the drains pipes to be 1 in 100.

No chases will be allowed for pipes. Chases will be allowed with written approval of structural Eng's. No cutting of concrete without express approval of the Architect or structural Eng.

All roofing of pipes and systems must be carried out before covering of pipes to full satisfaction of institutional/civil engineer.

project Proposed Gate and Sentry
AT
RUNYENJES TECHNICAL AND VOCATIONAL COLLEGE

app. title	GROUND LAYOUT & SECTION
application	ARCHITECTURAL
location	KARURUNO TOWN, EMBU COUNTY
scale	VARIOUS
date	JUNE 2022
designed and drawn by	J.K. ROELI
checked by	David Kisaali
approved	NOODDING BUILDING SOLUTIONS
address	P.O. BOX 2443 EMBU
phone	011 716471441
email	info@noodding.co.ke
website	www.noodding.co.ke

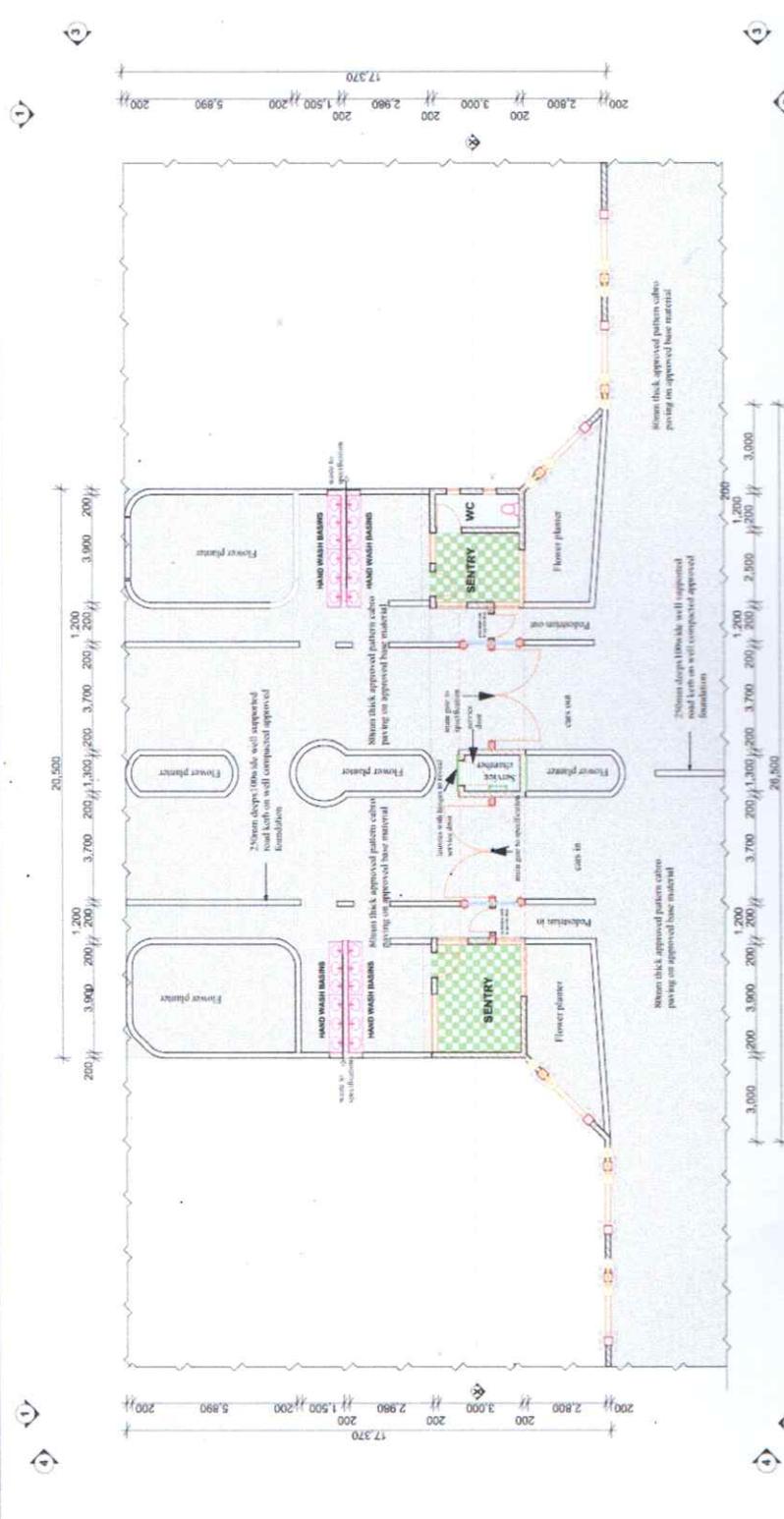
Approved P.O. BOX 24
NOODDING BUILDING SOLUTIONS
Approved P.O. BOX 24

NOTES
GENERAL
All dimensions are in mm unless otherwise specified. Drawing are not to scale. Only figured dimensions to be used. The contractor must check and verify all dimensions before commencement of any work.

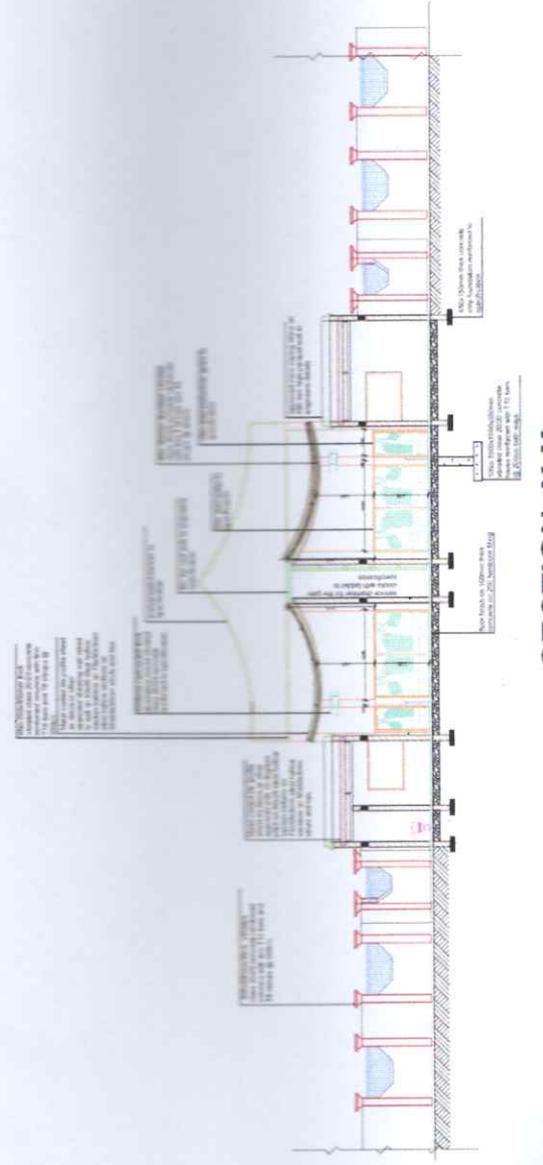
CONSTRUCTION
All wall under slab around and under foundation to be plastered for termite control.

CIVIL
All soil on site embankment to be stabilized. The slope not to exceed the natural angle of repose.

STRUCTURAL
All block system will be removed from all buildings and part of surfaces if reconstructed. For all R.C. work refer to structural Engineer's details. Depth of foundation to be determined on site to R.C. special. All walls are 150mm thick and reinforced with hoop iron at every alternate course. All adjacent R.C. work and masonry walls to be tied with hoop iron at every alternate course. All plumbing and drainage to comply with relevant local authority. SVP denotes soil vent pipe to be provided at the head of the drainage system. Drains pass beneath buildings & driveways to be encased in 150mm concrete surround. The storm drain pipes to comply with BS 556 specification. All underground foul and waste drain pipes shall be uPVC to comply with BS 5255. All inspection chambers covers and framing shall be cast iron. Minimum slope in the drain pipes to be 1 in 100. No chases will be allowed for pipes. Sleeves will be allowed with written approval of structural Eng's. No cutting of concrete without express approval of the Architect or structural Eng. All ceiling of pipes and systems must be carried out before covering of pipes to full satisfaction of structural/ civil engineer.



GROUND LAYOUT



SECTION X-X