THE PROPOSED KISUMU COUNTY ASSEMBLY.

VOLUME II– BUILDERS' WORKS

CONSULTANTS

ARCHITECTS

EDON CONSULTANTS INTERNATIONAL

P.O BOX 19684-00202

NAIROBI

QUANTITY SURVEYORS

SONGA OGODA & ASSOCIATES

P.O BOX 54584-00200

NAIROBI

SERVICES ENGINEERS

FERADON ASSOCIATES

P.O BOX 7375-00300

NAIROBI

STRUCTURAL /CIVIL ENGINEERS

PROFESSIONAL CONSULTANTS LTD

P.O BOX 45792-00100

NAIROBI

JUNE 2021

PROPOSED KISUMU COUNTY ASSEMBLY

	ITEM	PAGE NO.
1.	Contents page	1
2.	Signature page	2
	SECTION ONE – STANDARD TENDER DOCUMENTS	
3.	Standard Forms	3 -19
4.	Instructions to Tenderers	20 - 32
5.	Conditions of Contract	33 - 51
6.	Appendix to conditions of Contract	52 - 56
	SECTION TWO – PRELIMINARIES	
7.	Particular Preliminaries	57 - 63
8.	General Preliminaries	64 - 74
9.	Preambles and Pricing Notes	75–76
	SECTION THREE TO FOUR – BUILDERS WORS	BW/1
	SECTION FIVE – PC AND PROVISIONAL SUMS	5/5
	GRAND SUMMARY	**GS/1**
	APPENDIX "A"- EVALUATION CRITERIA	
10.	Evaluation Criteria	A/1 - A/3
11.	Technical & Financial Evaluation Criteria	A/4 - A/6
12.	Litigation History Form & Self Declaration Form	A7–A8
13.	Schedule of Requirements	A9
	APPENDIX "B"- DRAWINGS	

PROPOSED KISUMU COUNTY ASSEMBLY

TENDER NO. ……

TENDER DOCUMENTS

Prepared by:

SONGA OGODA & ASSOCIATES
CLERK
QUANTITY SURVEYORS
P.O. BOX 54584 - 00200
NAIROBI

Issued by:-

THE COUNTY ASSEMBLY

KISUMU COUNTY.
P.O. BOX 86-40100
KISUMU

The contract for the above mentioned works entered into this...….. day of ……. **2021** by the undersigned refers to these Tender Document and General Specification from Public Procurement Regulatory Authority(PPRA) standard tender document (together with any amendments issued thereto) which shall be read and construed as part of

……
CONTRACTOR

Date: ……

……
WITNESS

Date: ……

……
THE COUNTY ASSEMBLY CLERK
KISUMU COUNTY.

Date: ……

……
WITNESS

Date: ……

SPECIAL NOTES

The Contractor is required to check the numbers of the pages of these Tender Documents and should he find any missing or in duplicate or figures indistinct he must inform **The County Assembly Clerk, Kisumu County** at once and have the same rectified.

Should the Contractor be in doubt about the precise meaning of any item or figure for any reason whatsoever, he must inform **The County Assembly Clerk, Kisumu County** in order that the correct meaning may be decided before the date for submission of tenders.

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

SECTION ONE

STANDARD FORMS

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**

x. **Confidential Business Questionnaire**

xi. **Details of Sub-Contractors**

INVITATION FOR TENDERS

COUNTY ASSEMBLY OF KISUMU
P.O. BOX 86 – 40100
KISUMU

Date: 30th June, 2021

Tender Reference No. (CAK/OT/UMCAC/2020-2021/06/01)

Tender Name: (PROPOSED CONSTRUCTION OF KISUMU COUNTY ASSEMBLY CHAMBERS, OFFICES AND ASSOCIATED WORKS)

The (COUNTY ASSEMBLY OF KISUMU**)** invites sealed tenders for the **PROPOSED CONSTRUCTION OF KISUMU COUNTY ASSEMBLY CHAMBERS, OFFICES AND ASSOCIATED WORKS** situated in Kisumu County, Milimani)

1.1 Interested eligible candidates may obtain further information and inspect tender documents at, (COUNTY ASSEMBLY OF KISUMU- HEADQUARTERS) during normal working hours at the Procurement Office or Email: kisumuassembly@gmail.com.

1.2 A complete set of tender documents may be obtained from the County Assembly of Kisumu Website: www.kisumuassembly.go.ke. All bidders are required to forward their particulars to the Procurement Office for recording purposes and receiving any further tender clarifications and / or addenda.

1.3 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for (90) days from the closing date of tender.

1.4 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number addressed to:-

The clerk
County assembly of Kisumu
P.O. Box 86-40100
Kisumu

and deposited in the Tender Box located at the County Assembly of Kisumu, Administration Block, Ground floor, next to the Deputy Clerk's Office so as to be received on or before Thursday 15th July, 2021 at 11:00a.m.

1.5 Tenders will be opened immediately thereafter at the County Assembly Boardroom in the presence of the candidates or their representatives who choose to attend.

Pre-bid site visit shall be held on Wednesday 7th of July, 2021 from 12noon to 1:00p.m at the County Assembly Headquarters.

1.6 Bidders must respond online through IFMIS Supplier Portal using IFMIS Response No.888495 and also submit original and copy of their tender documents.

1.7 Tenders must be accompanied by a tender security of Kshs. 8,000,000 (Kenya Shillings Eight Million Only) in form of a guarantee from a reputable Bank or any Insurance Company approved by PPRA, payable to the County Assembly of Kisumu.

_____

THE CLERK
COUNTY ASSEMBLY OF KISUMU

ii) FORM OF TENDER

TO: **KISUMU COUNTY ASSEMBLY,**
P.O. BOX 86-40100
KISUMU:

PROPOSED KISUMU COUNTY ASSEMBLY

TENDER NO…….

Dear Madam/Sir,

In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of

Kshs……..[*Amount in figures]*
Kenya shillings……..
……... *[Amount in words]*

We undertake, if our tender is accepted, to commence the works as soon as is reasonably possible after the signing of the contract's notice, and to complete the whole of the works comprised in the Contract within **……Weeks** as stated in the Appendix to Conditions of Contract.

We agree to abide by this tender until _____ *[Insert date],* and it shall remain binding upon us and may be accepted at any time before that date.

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.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ ____2021

Signature _____in the capacity of_____ duly authorized to sign tenders for and on behalf of

_____. *[Name of Contractor]*

Of _____. [*Address of Contractor]*

Witness; Name: _____

Address: _____

Signature: _____

Date: _____

iii) LETTER OF ACCEPTANCE

KISUMU COUNTY ASSEMBLY,
P.O. BOX 86-40100
KISUMU:

_____(*date)*

To: _____
(*Name of the Contractor*)

P.O BOX _____
(*Address of the Contractor)*

Dear Sir,
This is to notify you that your Tender dated_____ for the execution of the **PROPOSED KISUMU COUNTY ASSEMBLY**
for the Contract Price of Kshs. _____(*amount in figures*)

(Kenya Shillings) _____

_____

(*amount in words*) in accordance with the Instructions to Tenderers is hereby accepted.

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

Authorized Signature …….

Name and Title of Signatory

THE COUNTY ASSEMBLY CLERK

KISUMU COUNTY ASSEMBLY,
P.O. BOX 86-40100,
KISUMU:

iv) FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 2021 between **KISUMU COUNTY ASSEMBLY** of [or whose registered office is situated at **P.O. BOX 86-40100, KISUMU** (hereinafter called "the Employer") of the one part AND _____ of [or whose registered office is situated at _____ ___(hereinafter called "the Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes
PROPOSED KISUMU COUNTY ASSEMBLY
CONTRACT NO. . _____
(Name and identification number of Contract) (Hereinafter called "the Works") at
……
……..
[Place/location of the Works] and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs. _____*Amount in figures*],

Kenya Shillings_____

_____ [*Amount in words]*.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.

   (i) Letter of Acceptance

   (ii) Form of Tender

   (iii) Conditions of Contract Part I

(iv) Conditions of Contract Part II and Appendix to Conditions of Contract

(v) Specifications

(vi) Drawings

(vii) Priced Bills of Quantities

3. In consideration of the payments to be made by the Sub Contractor to the Contractor as hereinafter mentioned, the Sub Contractor hereby covenants with the contractor to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the contract.

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

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

The common Seal of _____
Was hereunto affixed in the presence of _____
Signed Sealed, and Delivered by the said _____
Binding Signature of Main Contractor _____
Binding Signature of Sub Contractor _____
In the presence of (i) Name:_____

Address_____

Signature:_____

[ii] Name:_____

Address:_____

Signature:_____

v) 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 or a reputable insurance company"), are bound unto ……..…… (Hereinafter called "the Employer") in the sum of **…….....** for which payment will truly to be made to the said Employer, the Bank or insurance company binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this ……. Day of ……**2021.**

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers

   Or

2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

   (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or

   (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

_____ _____

[date] *[signature of the Bank or insurance company]*

_____ _____

[Witness] *[Seal]*

vi) PERFORMANCE GUARANTEE

To: _____ (*Name of Employer*) _____ *(Date)*

_____ (*Address of Employer)*

Dear Sir,

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank or a reputable insurance company 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: _____

vii) BANK GUARANTEE FOR ADVANCE PAYMENT

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

Gentlemen,

Ref: **PROPOSED KISUMU COUNTY ASSEMBLY**

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

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

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

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

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

Yours faithfully,

Signature and Seal _____

Name of the bank _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature_____

Date_____

NOTE: ADVANCE PAYMENT IS NOT APPLICABLE

Viii) QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

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

Place of registration: _____

Principal place of business: _____

Power of attorney of signatory of tender: _____

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

Year	Volume	
	Currency	Value

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

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

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

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

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data and copies of academic and professional certificates.

Position	Name	Years of experience (general)	Years of experience in proposed position
_____ _____			
(etc.)			

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

_____
_____

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

_____
_____
_____

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

_____
_____

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

_____
_____
_____
_____

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

ix) TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer

……

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

……

3. Telephone number (s) of tenderer

……

4. Telex and 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)

……

……

_____
Signature of Tenderer

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

x) CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name: ……

Location of business premises: Country/Town:……

Plot No:…… Street/Road: ……

Postal Address:…… Tel No:……..

Email address: ……

Nature of Business:…….

Current Trade Licence No:…… Expiring date:……..

Maximum value of business which you can handle at any time: Kenya shillings. ……..

Name of your bankers:……

Branch:……

*** Please attach a copy of the lease agreement for your registered office or a copy of the title document and in addition a copy of at least one utility bill.

Part 2 (a) – Sole Proprietor

Your name in full:…… Age:……

Nationality:…… Country of Origin:…….

Citizenship details: ……

Part 2 (b) – Partnership

Give details of partners as follows:

	Name in full	*Nationality*	*Citizenship Details*	*Shares*
1	……..			
2	……..			
3.	……..			
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 the directors as follows:

Name in full Nationality. Citizenship Details*. Shares.

1.
……..
2.
……..
3.
……..
4.
……..
Please attach an academic professional certificate and business profile of each director.

Part 2 (d) – Interest in the Firm:

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

I certify that the above information is correct.

…… …… ……. *(Title)*
(Signature) *(Date)*
Attach proof of citizenship

xi) DETAILS OF SUB-CONTRACTORS

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

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet: ……

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

……

……

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

……

……

(2) Portion of Works to sublet: ……

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

……

……

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

……

_____ _____

[Signature of Tenderer) Date

INSTRUCTIONS TO TENDERERS

INSTRUCTIONS TO TENDERERS.

1. 1. General

1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful tenderer will be expected to complete the Works by the Intended Completion Date specified in the 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 prequalification information remains essentially correct as of the date of tender submission.

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

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the tender to commit the tenderer:

(b) total monetary value of construction work performed for each of the last five years:

(c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;

(d) Major items of construction equipment proposed to carry out the Contract and an undertaking that they will be available for the Contract.

(e) Qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract.

(f) reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the past five years;

(g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

(h) authority to seek references from the tenderer's bankers;

(i) information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and

(j) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

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

(a) the tender shall include all the information listed in clause 1.4 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 1.5 times the estimated annual cash flow for the Contract;

(b) experience as main contractor in the construction of at least two works of a nature and complexity equivalent to the Works over the last 10 years (to

comply with this requirement, works cited should be at least 70 percent complete);

(c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;

(d) a Contract manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and

(e) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 4 months of the estimated payment flow under this Contract.

1.8 The figures for each of the partners of a joint venture shall be added together to determine the tenderer's compliance with the minimum qualifying criteria of clause 1.6 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.6 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's tender. Subcontractors' experience and resources will not be taken into account in determining the tenderer's compliance with the qualifying criteria, unless otherwise stated.

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

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

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

1.12 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

1.13 The price to be charged for the tender document shall not exceed Kshs. 1,000 (One Thousand).

1.14 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2. Tender Documents

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

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

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

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

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 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 for the amount specified in the invitation to tender. This shall be in the form of a bank draft or a bank guarantee from an established and reputable bank approved by the Employer.

3.8 The format of the Tender Security should be in accordance with the form of Tender Security included in Section G - Standard forms or any other form acceptable to the

Employer. Tender Security shall be valid for 30 days beyond the validity of the tender.

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 copies of the tender, in the number specified in

the invitation to tender, and clearly marked as "COPIES". In the event of discrepancy between them, the original shall prevail.

3.15 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer, pursuant to Clause 1.5 (a) or 1.6 (b), as the case may be. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

4. Submission of Tenders

4.1 The tenderer shall seal the original and all copies of the tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as "**ORIGINAL**" and "**COPIES**" as appropriate. The inner and outer envelopes shall:

(a) be addressed to the Employer at the address provided in the invitation to tender;

(b) bear the name and identification number of the Contract as defined in the invitation to tender; and

(c) Provide a warning not to 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

5.1The 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.

5.2The 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.

5.3Information 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.

5.4To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with Clause 5.7.

5.5Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (a) meets the eligibility criteria defined in Clause 1.7;(b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderer's obligations under the Contract; or (c) whose rectification

would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

5.6 If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

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

(a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and

(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.

(c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.

(d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected Builder's Work (i.e. Corrected tender sum less P.C. and Provisional Sums)

(e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

(f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.11.

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

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

(a) making any correction for errors pursuant to clause 5.7;

(b) Excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including 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 sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a non-indigenous sub-contractor.

6. Award of Contract

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

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

6.3 The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, email, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum (hereinafter and in all Contract documents called the "Contract Price") that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract.

The notification of award will constitute the formation of the Contract, subject to the tenderer furnishing the Performance Security in accordance with Clause 6.6 and signing the Agreement in accordance with Clause 6.4.

6.4 The Agreement will incorporate all agreements between the Employer and the successful tenderer. It will be signed by the Procuring Entity and sent to the successful tenderer, within 30 days following the notification of award. Within 21 days of receipt the successful tenderer will sign the Agreement and return it to the Employer.

6.5 Within 21 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in the amount stipulated in the Appendix to Conditions of Contract and in the form stipulated in the Tender documents. The Performance Security shall be in the form of a Bank Guarantee, and shall be issued at the tenderer's option, by a reputable bank located in Kenya and acceptable to the Employer.

6.6 Failure of the successful tenderer to comply with the requirements of clause 6.5 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.

6.7 Upon the furnishing by the successful tenderer of the Performance Security, the Employer will promptly notify the other tenderers that their tenders have been unsuccessful.

6.8 Preference where allowed in the evaluation of tenders shall not be allowed for Contracts exceeding one year (12 months)

6.9 The tender evaluation committee shall evaluate the tender within 15 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 contracts price variations is allowed, the variation shall not exceed 25% of the original contract price.**

6.13 Price variations 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 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.

CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

"Bill of Quantities" means the priced and completed Bill of Quantities forming part of the tender.

"Compensation Events" are those defined in Clause 24 hereunder.

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

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

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

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

"The Contract Price" is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

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

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

"The Defects Liability Certificate" is the certificate issued by Project Manager upon correction of defects by the Contractor.

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

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

"Day works" are Work inputs subject to payment on a time basis for labor and the associated materials and plant.

"Employer", or the **"Procuring entity"** as defined in the Public Procurement Regulations (i.e. Central or Local Government administration, Universities, Public Institutions and Corporations, etc.) is the party who employs the Contractor to carry out the Works.

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

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

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

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

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

"Site" is the area defined as such in the Appendix to Condition of Contract.

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

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

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

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

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

"A Variation" is an instruction given by the Project Manager which varies the Works.

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

2. Interpretation

2.1In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.

2.2If sectional completion is specified in the Appendix to Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date apply to any section of the Works (other than references to the Intended Completion Date for the whole of the Works).

2.3The 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 Architect shall furnish both the Employer and the Contractor with two copies each of the entire Contract each of all the Contract documents. Further, as and when necessary the Architect shall furnish the Contractor [always with a copy to the Employer] with three [3] copies of such further drawings or details or descriptive schedules as are reasonably necessary either to explain or amplify the Contract drawings or to enable the Contractor to carry out and complete the Works in accordance with these Conditions.

3. Language and Law

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

4 Project Manager's Decisions

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

5 Delegation

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

6 Communications

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

6.2 All correspondence shall be channeled through the employer's appointed Project Manager.

7 Subcontracting

7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations. The Contractor is forbidden from subcontracting the entire works as this may constitute breach executable in a court of law.

8 Other Contractors

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

9 Personnel

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

10 Works

10.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

11 Safety and Temporary Works

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

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

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

12. Discoveries

12.1 Anything of historical or other interest or of significant value unexpectedly discovered on site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

13. Work Program

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

The Contractor shall submit to the Project Manager for approval an updated program at intervals no longer than the period stated in the Appendix to Conditions of Contract. If the Contractor does not submit an updated program within this period, the Project Manager may withhold the amount stated in the said Appendix from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted

The Project Manager's approval of the program shall not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Project Manager again at any time. A revised program shall show the effect of Variations and Compensation Events

14. Possession of Site

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

15. Access to Site

15.1 The Contractor shall allow the Project Manager/Architect 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

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

17. Extension or Acceleration of Completion Date

17.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Work, which would cause the Contractor to incur additional cost. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager in writing for a decision upon the effect of a Compensation Event

or variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay caused by such failure shall not be considered in assessing the new (extended) Completion Date.

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

18. Management Meetings

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

19. Early Warning

19.1 The Contractor shall warn the Project Manager/Architect 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/Architect 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/Architect 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/Architect.

20. Defects

20.1 The Project Manager/Architect 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/Architect 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/Architect 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/Architect's notice. If the Contractor has not corrected a defect within the time specified in the Project Manager/Architect's notice, the Project Manager/Architect 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/Architect shall adjust the rate to allow for the change.

21.3 If requested by the Project Manager/Architect, 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/Architect with a quotation for carrying out the variations when requested to do so. The Project Manager/Architect 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/Architect 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/Architect.

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/Architect within 30 days of the date of issue of each certificate. If the Employer makes a late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.

23.4 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

23.5 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

23.6 **The Contract Price shall be stated in Kenya Shillings**. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for

payment other than the currencies of the countries of origin of related goods and services the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of any changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.

23.7 In the event that an advance payment is granted, the following shall apply:-

a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.

b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.

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

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

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

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

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

X^{11} = 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 Architect orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.

(d) The Architect instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.

(e) The Architect unreasonably does not approve a subcontractor 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/Architect 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 Architect unreasonably delays issuing a Certificate of Completion.

(k) Other compensation events described in the Contract or determined by the Architect shall apply.

24.2 If a compensation event would cause additional cost or would prevent the Work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be

increased and whether and by how much the Intended Completion Date shall be extended.

24.3 As soon as information demonstrating the effect of each compensation event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Architect, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Architect shall adjust the Contract Price based on the Architect'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 Architect.

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 Architect of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter.

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

25. Price Adjustment

25.1 The Architect shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.

25.2 The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provisions in the Contract Bills of Quantities or Specifications) for permanent incorporation in the Works. Unless otherwise stated in the Contract, if at any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Architect shall assess the net difference in the cost of such materials. Any amount from time to time so assessed shall be added to or deducted from the Contract Price, as the case may be.

25.3 Unless otherwise stated in the Contract, the Contract Price shall be deemed to have been calculated in the manner set out below and in sub-clauses 25.4 and 25.5 and shall be subject to adjustment in the events specified thereunder;

(i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.

(ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Architect based upon the difference, expressed as a percentage, between the rate set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.

(iii) No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

25.4 The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the basic prices of materials to be permanently incorporated in the Works as determined by the J.B.C. and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.

25.5 Upon the J.B.C. determining that any of the said basic prices are increased or decreased then the Contract Price shall be increased or decreased by the amount to be assessed by the Architect based upon the difference between the price set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of the relevant materials which have not been taken into account in arriving at the amount of any interim certificate under clause 23 of these Conditions issued before the date of publication of such increase or decrease.

25.6 No adjustment shall be made in respect of changes in basic prices of materials which occur after the date for Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

25.7 The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of any materials included in the schedule of basic rates.

26. Retention

26.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Appendix to Conditions of Contract until Completion of the whole of

the Works. On Completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the remaining half when the Defects Liability Period has passed and the Architect 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/Architect 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. Day works

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/Architect. Each completed form shall be verified and signed by the Project Manager/Architect 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 employer for the employer'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 employer. 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 Architect 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 Architect's issuing a Certificate of Completion and signed by the Tender Processing Committee

32. Final Account

32.1 The Contractor shall issue the Architect 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 Architect 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 Architect 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/Architect shall in consultation with the Employer 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 authorized by the Project Manager/Architect and the Employer.

(b) the Project Manager/Architect instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;

(c) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) A payment certified by the Architect is not paid by the Employer to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate) of issue.

(e) the Architect gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

(f) The Contractor does not maintain a security, which is required.

33.2 When either party to the Contract gives notice of a breach of Contract to the Architect for a cause other than those listed under Clause 33.1 above, the Architect 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 Architect 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 Architect 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 Architect 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 Architect 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 therefor the Architect 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

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 Architect shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop Work as quickly as possible after receiving this certificate and shall be paid for all Work carried out before receiving it.

36. Corrupt gifts and payments of commission The Contractor shall not;

(a) Offer or give or agree to give to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Employer.

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

Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement Regulations issued under The Exchequer and Audit Act Cap 412 of the Laws of Kenya.

37. Settlement Of Disputes

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

(i) Architectural Association of Kenya

(ii) Institute of Quantity Surveyors of Kenya

(iii) Association of Consulting Engineers of Kenya

(iv) Chartered Institute of Arbitrators (Kenya Branch)

(v) Institution of Engineers of Kenya

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

37.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager/Architect, or the withholding by the Project Manager/Architect of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

37.3 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

37.4 Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably with or without the assistance of third parties. Proof of such attempt shall be required.

37.5 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:

37.5.1 The appointment of a replacement Project Manager/Architect upon the said person ceasing to act.

37.5.2 Whether or not the issue of an instruction by the Project Manager/Architect is empowered by these Conditions

37.5.3 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.

37.5.4 Any dispute or difference arising in respect of war risks or war damage.

37.6 All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.

37.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

37.8 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

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

APPENDIX TO CONDITIONS OF CONTRACT

APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: - **KISUMU COUNTY ASSEMBLY**

Address: - **P.O. BOX 86-40100, KISUMU**

Name of Authorized Representative: **THE COUNTY ASSEMBLY CLERK**

The Project Manager/Architect is

Name**: EDON CONSULTANTS INTERNATIONAL LTD**
Address: **P.O BOX 19684-00202, NAIROBI**

The Quantity Surveyor is

Name: **SONGA OGODA AND ASSOCIATES**
Address: **P.O Box 54584-00200, NAIROBI**

The service engineer is

Name: **FERADON ASSOCIATES**
Address: **P.O. BOX 7375 – 00300, NAIROBI**

The structural and civil engineer is

Name: **PROFESSIONAL CONSULTANTS LTD**
Address: **P.O. BOX 45792 – 00100, NAIROBI**

APPENDIX CONT'D

The name (and identification number) of the Contract is: **PROPOSED KISUMU COUNTY ASSEMBLY**
TENDER NO……....

1. The Works consists of **Construction and completion of the Proposed Kisumu County Assembly Offices; which includes but is not limited to all builders, external works, engineering service works and associated civil works.**

2. The Start Date shall be agreed with the **EMPLOYER**.

The Intended Completion Date for the Whole of the Works is as hereunder stated.

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

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

The Site Possession Date shall be agreed with the **EMPLOYER**.

The Site is situated in **……..**
_____
_____

The Defects Liability period is **TWELVE (12) Months**.

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

1. **Electrical Works**
2. **Mechanical Works**
3. **Data and Structured Cabling (LAN) works.**
4. **Fire Alarm, Detection , Fighting & Suppression systems**
5. **Communication Services**
6. **Lighting Protection**
7. **Generator & UPS Installations**
8. **Access control and security installation**

APPENDIX CONT'D

The minimum insurance cover shall be;

- Contractors **ALL RISK INSURANCE.**

1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is **N/A**

2. The minimum cover for loss or damage to equipment is **Kshs. 10,000,000.00(Ten million)**

3. The minimum cover for insurance of other property is **Kshs. 10,000,000.00(Ten million)**

4. The minimum cover for personal injury or death insurance

   - For the Contractor's employees is **Kshs. 10,000,000.00 (Ten Million)**
   - And for other people is **Kshs. 10,000,000.00 (Ten Million)**

The following events shall also be Compensation Events:

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

2. _____

3. _____

4. _____

The period between Program updates is **THIRTY (30)** days.

The amount to be withheld for late submission of an updated Program is **Kshs "Full Certificate"**

ONLY ONE ORIGINAL IS REQUIRED FOR SUBMISSION OF THE TENDER.

The Price Adjustment Clause **SHALL** apply

The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price **10.0 % (percent)**

The Completion Period for the Works is---------- WEEKS.

APPENDIX CONT'D

The rate of exchange for calculation of foreign currency payments is **Kshs. AS PER 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 **SHALL NOT** be granted.

The period of Final Measurement is **12 (Twelve) Months** from Practical completion

The defects Liability Period is **12 (Twelve) Months from practical completion date**

The date for Practical Completion is……..…….

The Liquidated and Ascertained damages shall be at the rate of **Kshs. 200,000.00 per week** or part thereof up to **10%** of the contract sum

The Prime cost sums for which the Contractor desires to tender are
……...……..
…….……
……..……...…….
……..……
The period of Interim Certificates is **One (1) monthly (calendar month**)

The period of Honouring Certificates is **30 calendar days**

The Minimum payment per certificate **is Not Applicable**

The Percentage of Certified Value Retained **10% of valuation.**

The Limit of Retention Fund **is 5% of the original contract**

sum The advance payment **Not Applicable**

The performance Bond is **10.0 % of the original Contract Sum**

SECTION TWO: PRELIMINARIES

Item	DESCRIPTION	Kshs.	Cts
A	**PRICING ITEMS OF PRELIMINARIES** Prices **SHALL BE INSERTED** against items of "preliminaries" in the tenderer's priced Bills of Quantities. Items not priced shall be deemed to be covered by rates entered in other items of 'preliminaries' or 'measured works'. The contractor is advised to read and understand all preliminary items.		
B	**DESCRIPTION OF THE WORKS** The works to be carried out under this contract basically involve **Proposed Kisumu County Assembly Offices; which includes but is not limited to all builders, external works, engineering service works and associated civil works.**		
C	**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 in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.		
D	**LOCATION OF SITE** The site of the proposed works is located **in Kisumu Town.** The Contractor is advised to visit the site, to familiarize him with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained.		
E	**CLEARING AWAY** 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.		
	Carried to Collection **Kshs**		

Item	DESCRIPTION	Kshs.	Cts
A	**CLAIMS** 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.		
B	**ADVANCE PAYMENT** Advance Payment is **not applicable and shall therefore not be granted** in this Contract.		
C	**PREVENTION OF ACCIDENT, DAMAGE OR LOSS** 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.		
D	**WORKING CONDITIONS** 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 Assembly will be operating as usual during the course of the contract.		
	Carried to Collection **Kshs**		

	DESCRIPTION	Kshs.	Cts
A	**SIGN BOARD** Allow for providing provide, erect, maintain throughout the contract period and remove at the completion of the project as designed, specified and approved by the Project Manager, 1 NO. Signboard in which he shall show the names of the Employer, the Architect, the Quantity Surveyor, the Engineers and the Contractor and leave sufficient space to append the names of Nominated/Domestic Sub-contractors and Nominated Suppliers. The contractor shall pay any fees as charged by Local Authority The location and the size of the signboard, and the size and formula of lettering shall be directed by the Architect.		
B	**LABOUR CAMPS** The Contractor shall not be allowed to house labor on site. He/She shall allow for transporting workers to and from the site during the tenure of the contract.		
C	**MATERIALS FROM DEMOLITIONS** Any materials arising from demolitions and not re-used shall become the property of the County Assembly. The Contractor shall allow in his rates the cost of transporting the demolished materials to a site to be agreed with the Local Authority.		
D	**PRICING RATES** 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.		
E	**SECURITY** 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 the works and workers, equipment and materials on site.		
F	**URGENCY OF THE WORKS** The Contractor is notified that these "works are urgent" and should be completed within the period stated 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.		
	Carried to Collection Kshs		

Item	DESCRIPTION	Kshs.	Cts
A	**PAYMENT FOR MATERIALS ON SITE** All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated subcontractors and nominated suppliers.		
B	**EXISTING SERVICES** 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.		
C	**PERFORMANCE BOND** A bond of **10.0%** of the contract sum will be required in accordance with clause 6.5 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 Employer duly signed, sealed and stamped from an approved Bank.		
D	**TENDER DOCUMENTS** Tender documents will be as listed in Clause 2.1 of the Instruction to Tenderers		
E	**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 shall not be opened.		
F	**DOCUMENTATION, LITHOGRAPHY AND PHOTOCOPYING** Provide a Provisional Sum of Kshs. Two Million Only (Kshs. 2,000,000.00) For documentation, lithography and photocopying to be expended in whole or part at the discretion of the Project Manager.	2,000,000.00	
	Carried to Collection **Kshs**		

Item	DESCRIPTION	Kshs.	Cts
A	**FLUCTUATION** **THIS CONTRACT INCORPORATES FLUCTUATION CLAUSE**. The tenderer shall **only be reimbursed on the costs of materials and/or labor as listed in the JBCC.**		
B	**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. VAT will be calculated through all interim certificates and remitted by the contractor to the Commissioner in charge of VAT within the time stipulated in the Act. It should however be noted that this is not additional tax but a new mode of payment for VAT, whose excess will be refundable once the Contractor has submitted his monthly returns to the Commissioner of VAT who will do the refunds when satisfied that the VAT regulations have been complied with. V.A.T is included in this contract and no claims whatsoever will be allowed for in respect of V.A.T if the tenderer fails to include them in his unit rates. It is also to be noted that V.A.T be worked out in the unit rates and not as a percentage of the total.		
C	**WITH-HOLDING TAX** The Tenderers are herein informed that a With-holding Tax of 3% will be deducted from the monies due or to become due under all certificates submitted for payment. It should however be noted that this is not additional tax but a new mode of payment of Income Tax. Any excess payment will be refundable once the contractor has submitted his annual returns to the Commissioner of Income Tax who will do the refunds once satisfied that all regulations relating to Income Tax returns have been complied with.		
D	**KENYA BUREAU OF STANDARDS LEVY** The tenderers' attention is drawn to the Standard Act Cap 496 and the Standard Levy Order of 1990 amended through legal notice no. 183 of 26th November 1999 requiring payment of levy as stipulated in the Act to the Kenya Bureau of Standards.		
	Carried to Collection **Kshs**		

	COLLECTION Brought forward from page 58 Brought forward from page 59 Brought forward from page 60 Brought forward from page 61 Brought forward from page 62 **TOTAL FOR PARTICULAR PRELIMINARIES CARRIED TO MAIN SUMMARY**		

Item	DESCRIPTION	KSHS	CTS
	GENERAL PRELIMINARIES		
A	**PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES** **Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification.** The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.		
B	**ABBREVIATIONS** Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows:- ***C.M.*** Shall mean cubic metre ***S.M.*** Shall mean square metre ***L.M.*** Shall mean linear metre ***MM*** Shall mean Millimetre ***Kg.*** Shall mean Kilogramme ***No.*** Shall mean Number ***Prs.*** Shall mean Pairs ***B.S.*** Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I., England. ***Ditto*** Shall mean the whole of the preceding description except as qualified in the description in which it occurs. ***m.s.*** Shall mean measured separately. ***a.b.d*** Shall mean as before described.		
	TOTAL CARRIED TO COLLECTION **KSHS**		

Item	DESCRIPTION		
A	**EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT** ***Attendance ;*** Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:- Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub-Contractors' work and being responsible for the accuracy of the same. ***Fix Only:-*** "Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.		
B	**FORM OF CONTRACT** The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building and Associated Civil Engineering Works(Revised 2006 by the Public Procurement Oversight Authority) included herein The Conditions of Contract are also included herein ***Conditions of Contract*** These are numbered from 1 to 61 and included herein. Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities		
C	**BOND.** The Contractor shall find and submit on the Form of Tender an **approved bank** and who will be willing to be bound to the Government in an amount equal to ten per cent **(10.0%)** of the Contract amount for the due performances of the Contract up to the date of completion as certified by the Employer and who will when and if called upon, sign a Bond to that effect on the relevant standard form included herein. (without the addition of any limitations) on the same day as the Contract Agreement is signed, by the **Client**, the Contractor shall furnish within seven days another Surety to the approval of the **Client.**		
	TOTAL CARRIED TO COLLECTION **KSHS**		

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

A	**SAMPLES** The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the EMPLOYER for his approval until such samples are approved by the EMPLOYER and the EMPLOYER, may reject any material or workmanship not in his opinion to be up to approved samples. THE EMPLOYER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the EMPLOYER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Roads and Public Works. The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the EMPLOYER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.		
B	**GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.** Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labor and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labor, labor camps, passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organization of the works, supply and control of labor, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained		
C	**SECURITY OF WORKS ETC.** The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.		
D	**PUBLIC AND PRIVATE ROADS.** Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the Employer		
E	**EXISTING PROPERTY.** The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the Employer		
	TOTAL CARRIED TO COLLECTION **KSHS**		

A	**VISIT SITE AND EXAMINE DRAWINGS.** The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.		
B	**ACCESS TO SITE AND TEMPORARY ROADS.** Means of access to the Site shall be agreed with the Employer prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the Employer.		
C	**AREA TO BE OCCUPIED BY THE CONTRACTOR** The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the Employer.		
D	**WATER AND ELECTRICITY SUPPLY FOR THE WORKS** The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the Employer. The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.		
E	**SANITATION OF THE WORKS** The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Central Government and/or County Government, Labor Department and the Employer.		
F	**SUPERVISION AND WORKING HOURS** The works shall be executed under the direction and to the entire satisfaction in all respects of the Employer who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract		
G	**PROVISIONAL SUMS.** The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A 7(i) of the Standard Method of Measurement mentioned in the attached Conditions of Contract. Such sums are net and no addition shall be made to them for profit.		
	TOTAL CARRIED TO COLLECTION **KSHS**		

	DESCRIPTION	KSHS	CTS
A	**PRIME COST (OR P.C.) SUMS.** The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement mentioned in these Conditions of Contract. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods as stated in the attached Conditions of Contract are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.		
B	**PROGRESS CHART.** The Contractor shall provide within two weeks of Possession of Site and in agreement with the Employer a Progress Chart for the whole of the works including the works of Nominated/Domestic Sub-Contractors; one copy to be handed to the DEPARTMENTAL REPRESENTATIVE and a further copy to be retained on Site. The Chart shall show in detail the construction time and order in which each section of the work is to be carried out and be sub-divided into trades or tasks. If the Contractor proposes sectional completion of the project he must plan this in detail including access roads and services and shall be reflected on the progress chart. Progress to be recorded and chart to be amended as necessary as the work proceeds.		
C	**ADJUSTMENT OF P.C. SUMS.** In the final account all P.C. Sums shall be deducted and the amount properly expended upon the Employer's order in respect of each of them added to the Contract sum. The Contractor shall produce to the DEPARTMENTAL REPRESENTATIVE such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them. Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor. **TOTAL CARRIED TO COLLECTION** **KSHS**		

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

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

ITEM	DESCRIPTION	KSHS	CTS
A	**MATERIALS ARISING FROM EXCAVATIONS** Materials of any kind obtained from the excavations shall be the property of the Government. Unless the Employer directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the Employer Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.		
B	**PROTECTION OF THE WORKS.** Provide protection of the whole of the works contained in the Bills of Quantities, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the Employer and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.		
C	**REMOVAL OF RUBBISH ETC.** Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.		
D	**WORKS TO BE DELIVERED UP CLEAN** Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the Employer.		
E	**<u>TEMPORARY BUILDINGS</u>** The Contractor shall provide sheds for storage accommodation for all goods and materials liable to suffer damage from exposure to sunlight or inclement weather. The Contractor shall provide offices, mess rooms and all other buildings required by the Contractor for his own use and the use of Nominated Sub-Contractors as required by the item of attendance. The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle a properly ventilated lockable office for the Consultants having a minimum floor area of 16 square metres, with a concrete or timber floor and walls, glazed windows, equipped with a desk with lockable drawers, table of sufficient size for site meetings, plan chest for drawings and ten chairs. Provision shall be made for sanitation, artificial lighting and cleaning facilities for the duration of the Works. The contractor is to provide 1 No. laptop with intel core i7, 8GB RAM and 500GB hard disk and a processor capacity of 2.8Ghz together with a compatible printer, stationery and modem to revert to the contractor on project completion, for the sole use of the Project Manager. The contractor shall keep on site and maintain in good working condition one dumpy or quickest level and levelling staff, and one 50 metressteel or linen tape for the use of the Project Manager and his representatives. **TOTAL CARRIED TO COLLECTION** **KSHS**		

ITEM	DESCRIPTION	KSHS	CTS
A	**GENERAL SPECIFICATION.** For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works, General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.		
B	**TRAINING LEVY** The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 50,000.00 in value.		
C	**MATERIALS ON SITE** All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the Employer. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers		
D	**HOARDING** The Contractor shall enclose all the site under construction with a hoarding 2400 mm high consisting of iron sheets gauge 30 on 100 x 50 mm second grade treated sawn cypress timber posts firmly secured at 1800 mm centres with two 75 x 50 mm second grade treated sawn cypress timber rails complete with proper gates for access and egress of transport with suitable locks all to the approval of the Architect. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site. Allow for a provisional length of 800 metres		
E	**CONTRACTOR'S SUPERINTENDENCE/SITE AGENT** The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract. The Contractor shall obtain any necessary permits, maintain in position, pay in necessary fees and finally clear away on completion.		
	TOTAL CARRIED TO COLLECTION **KSHS**		

	COLLECTION Brought forward from page 64 Brought forward from page 65 Brought forward from page 66 Brought forward from page 67 Brought forward from page 68 Brought forward from page 69 Brought forward from page 70 Brought forward from page 71 Brought forward from page 72 Brought forward from page 73 Brought forward from page 74 **TOTAL FOR GENERAL PRELIMINARIES CARRIED TO MAIN SUMMARY** **KSHS**		

PREAMBLES AND PRICING NOTES

A. GENERALLY

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

B. MANUFACTURERS' NAMES

Where manufacturers' name(s) and catalogue references are given, it is for guidance to quality and standard only. Alternative manufacturer of equal quality will be accepted at the discretion of the Departmental Representative.

C. WALLING

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

Walling of 200 mm thickness or under shall be reinforced with hoop iron (20 x 25mm wide) straps at every alternate course.
Prices for walling must allow for all costs in preparing, packing and sending sample blocks for testing as and when required by the Project Manager.

D. CARPENTRY

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

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

Prices must also include for all nails and fasteners. 6

E. JOINERY

Cypress for joinery shall be second grade in accordance with the latest grading rules of the Kenya Government.
Where Mahogany is specified, this refers to prime grade only. The Contractor may with the approval of the Project Manager, use either Msharagi or Mvuli in lieu of Mahogany but such approval will be given only in the case of shortages of the hardwoods specified.

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

Prices for joinery must include for pencil rounded arises, protection against damage, nails, screws, framing and bedding in cement mortar as required.
Sizes given for joinery items are nominal sizes and exact dimensions of doors, etc, must be ascertained on site.

A. IRONMONGERY

Ironmongery shall be as specified in the Bills of Quantities or equal and approved.
Prices must include for removing and re-fixing during and after painting, labeling all keys, and for fixing to hardwood, softwood, concrete or block work.

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

B. STRUCTURAL STEELWORK

All structural steelwork shall comply with the Ministry of Roads, Public Works and Housing "Structural Steelwork Specification (1973) and shall be executed by an approved Sub-contractor. All structural steel to be coated with one coat of red oxide zinc chromate primer after fabrication

C. PLASTERWORK AND OTHER FINISHES

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

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

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

D. GLAZING

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

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

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

E. PAINTING

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

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

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION NO. 3				
	PROPOSED KISUMU COUNTY ASSEMBLY				
	MAIN BUILDING				
	ELEMENT NO. 1				
	SUBSTRUCTURES (PROVISIONAL)				
	Site preparation				
A	Clear site of works off grass, shrubs and small trees, grub up their roots and burn debris.	SM	1000		
B	"Gladiator TC" or equal approved chemical anti - termite treatment to sub-soil or filling	SM	1000		
	Excavation				
C	Excavate for vegetable top soil average 200 mm deep: set aside for landscaping	SM	1000		
D	Bulk excavate black cotton soil average 1.5 metres deep from stripped level; dipose off from site as directed	CM	1500		
E	Excavate foundation trenches not exceeding 3.0 metres deep from the reduced level	CM	150		
F	Excavate for column bases not exceeding 3.0 metres deep from the reduced level	CM	516		
G	Excavate for Lift shafts not exceeding 3.0 metres deep from the reduced level	CM	22		
H	Extra over all descriptions of excavations and removal from site for breaking up rock (Soft & hard rock)	CM	220		
	Disposal of excavated material				
I	Backfill and compact in 150 mm layers: selected excavated materials	CM	216		
J	Remove surplus spoil from site and deposit in permanent spoil heaps at a site to be agreed with the Local Authority	CM	472		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Planking and strutting				
B	Planking and strutting to sides of all excavations: keep excavations free from all fallen materials	ITEM			
	Disposal of water				
C	Keep excavations free from all water	ITEM			
	Fillings				
D	Murram fillings: deposited, spread levelled and compacted in 150 mm layers	CM	1215		
E	300 mm Crushed stone hardcore: ditto	SM	810		
F	Ditto: to slopes not exceeding 10 degrees (Ramps)	SM	11		
G	50 mm Stone dust blinding to surfaces of hardcore	SM	821		
	Insitu mass concrete class 15 (19 mm aggregates): vibrated: to				
H	50 mm Blinding under strip foundation	SM	176		
I	Ditto: under column bases	SM	430		
K	Ditto: under lift shaft bases	SM	15		
L	Ditto: under Ramps	SM	11		
	Insitu concrete class 25 (20 mm aggregate): vibrated: reinforced				
N	Column bases	CM	215		
P	Foundation Columns	CM	15		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Vibrated: Reinforced concrete cont'd				
B	Foundations trenches	CM	61		
C	250mm Thick Lift Walls	SM	42		
D	Ditto: Thicknessing in slab for 100mm thick walls	CM	25		
E	Ditto : Ramps	CM	2		
F	200 mm Thick Floor slab (Floor slab & fire escape stairs slab	SM	810		
G	Ditto: Lift Slab	SM	15		
H	Ditto : Ground Beam	CM	66		
I	175mm Thick Ramp Landings	SM	4		
	Deformed reinforcement bars to B.S. 4461:1989 complete with spacer blocks & tying wires (Provisional)				
J	8 mm Diameter bars	KG	2750		
L	12 mm Diameter bars	KG	5628		
M	16 mm Diameter bars	KG	9620		
N	20 mm Diameter bars	KG	13248		
O	25 mm Diameter bars	KG	16764		
P	32 mm Diameter bars	KG	7650		
	Mesh fabric reinforcement to B.S. 4483: BRC ref A142 weighing 2.22 kilogrammes per square metre: in				
R	Floor bed: 200 mm laps	SM	810		
S	Ditto : Ramps	SM	11		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Steel / Sawn softwood formwork: to				
A	Vertical sides (edges) : foundations	SM	167		
B	Ditto: column bases	SM	268		
C	Ditto: Edges of ground beam	SM	556		
D	Ditto: sides of foundation columns	SM	330		
E	Ditto: Lift walls	SM	42		
F	Ditto: Ramps	SM	5		
G	Edges of slab: over 75 but not exceeding 150 mm girth	LM	175		
H	Ditto: Lift base slab edges: 75 - 150mm girth	LM	22		
	Natural stone walling with a minimum of 7.0 N/mm2 average compessive strength to B.S 5390; bedded and jointed in cement and sand (1:4) mortar ; reinforced with 25 x 3 mm hick hoop iron strips at alternate courses to: -				
I	200 mm thick walls	SM	924		
	Damp proofing Membrane				
J	1000 gauge polythene sheet damp proof membrane: to floors: 300 mm laps	SM	810		
K	Ditto : Ramps	SM	11		
	Plinth				
L	12 mm Woodfloated cement and sand (1:4) render: on concrete or stonework	SM	70		
M	Prepare and apply three coats bituminous paint on rendered plinth	SM	70		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	RAMP BALUSTRADING				
	First quality Stainless steel in bars,sections and plates: with and including welding and or bolting to members; polished: or equal and approved as desribed in				
A	50mm Diameter x 3 mm Thick Hand rail	LM	13		
B	Ditto: Middle & Bottom rail	LM	26		
C	20mm diameter x 3 mm Thick RHS balusters 1050 mm long: at 600mm centres; one end exposed (900mm high) and twice welded onto bottom and hand rail; and the other end fish tailed and grouted in epoxy mortar in 150mm deep mortice concrete	LM	23		
	Carried to Collection				
	COLLECTION				
	PAGE NO. 3/1				
	PAGE NO. 3/2				
	PAGE NO. 3/3				
	PAGE NO. 3/4				
	PAGE NO. 3/5				
	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION NO. 3				
	MAIN BUILDING				
	ELEMENT NO. 2				
	REINFORCED CONCRETE SUPERSTRUCTURE				
	Insitu concrete class 25 (20 mm aggregate): vibrated: reinforced				
A	Beams	CM	368		
B	Cantilever Beams	CM	13		
C	Columns	CM	97		
E	Terrace (Gallery) Seating tiers	CM	69		
F	175 mm Thick suspended floor slabs	SM	3025		
G	Ditto: 200mm Thick Suspended slabs	SM	195		
H	Ditto: Canopy slab	SM	54		
I	Ditto: Gutter slab	SM	78		
J	250mm Thick lift shaft walls	SM	315		
K	150mm thick Gutter Walls	SM	234		
L	200mm Thick fins and wall features; shaped and formed to Architect's details	SM	34		
	Approved quality hollow block suspended slabs; 380 x 230 x 300mm concrete blocks at 150mm row centres: reinforced concrete class 1:2:4 (25mm aggregate) in 150mm ribs and 75mm topping: vibrated: reinforced				
	Suspended Slab	SM	780		
N	Mild steel BRC Mesh to BS A142; 2.22kg/m2 laid to hollow pot slabs: 300 mm end and side laps	SM	780		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Deformed reinforcement bars to BS 4461 complete with spacer blocks & tying wires (Provisional)				
A	8 mm Diameter bars	KG	19964		
B	10 mm Diameter bars	KG	39362		
C	12 mm Diameter bars	KG	39074		
D	16 mm Diameter bars	KG	48122		
E	20 mm Diameter bars	KG	38496		
F	25 mm Diameter bars	KG	56990		
G	32 mm Diameter bars	KG	19253		
	Steel / sawn softwood formwork: to				
H	Sides and soffits: beams	SM	3675		
I	Ditto: Cantilever beams	SM	151		
J	Ditto: Fins & wall features	SM	151		
K	Vertical sides: columns	SM	1715		
L	Ditto: Lift walls	SM	630		
M	Ditto: Gutter walls	SM	234		
N	Ditto: Sides & soffits of terraced (gallery) seating deck	SM	327		
O	Ditto: Suspended floor slabs	SM	4132		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Steel/Sawn Softwood Formwork cont'd				
A	Edges of suspended floor slab: over 150 but not exceeding 225mm girth	LM	930		
B	Ditto: Open edges of Terraced (gallery) seating deck: 350mm wide (extreme) including cutting to profile of treads & risers	LM	379		
	Thermal Expansion joints; laid in concrete work				
C	25mm Thick; fibrous, compressible, flexible board, such as 'Flexcell' or “Fibre Expansion Joint' or equal and approved material	SM	360		
D	25 x 50mm Mastic joint sealant	LM	450		
	Carried to Collection				
	COLLECTION				
	PAGE NO. 3/6				
	PAGE NO. 3/7				
	PAGE NO. 3/8				
	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION NO. 3				
	MAIN BUILDING				
	ELEMENT NO. 3				
	STAIRCASES				
	MAIN STAIRCASES				
	Insitu concrete: class 25 (20 mm aggregate): vibrated: reinforced				
A	Staircases	CM	14		
B	150 mm Thick suspended landing	SM	53		
	Deformed reinforcement bars to BS 4461complete with spacer blocks & tying wires (Provisional)				
C	12 mm Diameter bars	KG	927		
D	8 mm Diameter bars	KG	927		
	Steel / sawn Softwood Formwork: to				
E	Sloping soffits of staircases	SM	48		
F	Vertical risers: over 75 but not exceeding 150 mm wide	LM	152		
G	Ditto: edges of landings	LM	49		
H	Sides: sloping staircase strings 350 mm wide (extreme): cut to profile	LM	67		
I	Soffits: suspended landings	SM	53		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	300 x 300 x 10 mm Thick polished first quality non slip Granito tiles as manufactured by an approved supplier: on screeded bed: bedded and jointed in waterproof cement grout: to				
A	Landings	SM	53		
B	300 mm Wide treads with 3mm deep groove for non-slip : bullnose front	LM	144		
C	150 mm high risers	LM	152		
D	10mm Thick x 100 mm high skirting: rounded edge	LM	93		
E	Ditto: raking to profile of treads and risers	LM	296		
	12 mm Thick lime plaster: steel trowelled: on concrete or blockwork: to				
F	Horizontal soffits: landings	SM	53		
G	Slopping soffits: staircases	SM	24		
H	Sides: sloping staircase strings	SM	48		
I	Vertical: edges of landings 150 mm wide	LM	49		
	Prepare and apply three coats first grade matt emulsion paint with teflon surface protector as manufactured by Crown Solo Paints: on plastered surfaces: to				
J	Soffits: landings	SM	53		
K	Ditto: slopping staircases	SM	24		
L	Sides: slopping staircase strings	SM	48		
M	Vertical: edges of landings over 100 but not exceeding 200 mm high	LM	49		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	30 mm thick Cement and sand screeded beds on concrete: to				
A	Landings: finished to receive granito floorings	SM	53		
B	Ditto: 300 mm wide treads: ditto	LM	144		
C	Ditto: 150 mm risers: ditto	LM	152		
	MAIN STAIRCASE BALUSTRADING				
	First quality Stainless steel in bars,sections and plates: with and including welding and or bolting to members; polished: or equal and approved as desribed in				
D	50mm Diameter x 3 mm Thick Hand rail	LM	115		
E	Ditto: Bottom rail	LM	115		
F	20mm diameter x 3 mm Thick RHS balusters 1050 mm long: at 600mm centres; one end exposed (900mm high) and twice welded onto bottom and hand rail; and the other end fish tailed and grouted in epoxy mortar in 150mm deep mortice concrete	LM	111		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	FIRE ESCAPE STAIRCASES				
	FIRE ESCAPE STAIRCASES				
	Insitu concrete: class 25 (20 mm aggregate): vibrated: reinforced				
A	Staircases	CM	14		
B	150 mm Thick suspended landing	SM	44		
	Deformed bar reinforcement to BS 4461 complete with spacer blocks & tying wires (Provisional)				
C	12 mm Diameter bars	KG	939		
D	8 mm Diameter bars	KG	939		
	Steel / sawn Softwood Formwork: to				
E	Sloping soffits of staircases	SM	58		
F	Vertical risers: over 75 but not exceeding 150 mm wide	LM	182		
G	Ditto: edges of landings	LM	60		
H	Sides: sloping staircase strings 350 mm wide (extreme): cut to profile	LM	106		
I	Soffits: suspended landings	SM	44		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	300 x 300 x 10 mm Thick polished first grade non slip Granito tiles as manufactured by an approved supplier: on screeded bed: bedded and jointed in waterproof cement grout: to				
A	Landings	SM	44		
B	300 mm Wide treads with 3mm deep groove for non-slip : bullnose front	LM	174		
C	150 mm high risers	LM	182		
D	10mm Thick x 100 mm high skirting: rounded edge	LM	156		
E	Ditto: raking to profile of treads and risers	LM	356		
	12 mm Thick lime plaster: steel trowelled: on concrete or blockwork: to				
F	Horizontal soffits: landings	SM	44		
G	Slopping soffits: staircases	SM	58		
H	Sides: sloping staircase strings	SM	74		
I	Vertical: edges of landings 150 mm wide	LM	60		
	Prepare and apply three coats first grade matt emulsion paint with teflon surface protector as manufactured by Crown Solo Paints: on plastered surfaces: to				
J	Soffits: landings	SM	44		
K	Ditto: slopping staircases	SM	58		
L	Sides: slopping staircase strings	SM	74		
M	Vertical: edges of landings over 100 but not exceeding 200 mm high	LM	60		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	30 mm thick Cement and sand screeded beds on concrete: to				
A	Landings: finished to receive granito floorings	SM	44		
B	Ditto: 300 mm wide treads: ditto	LM	174		
C	Ditto: 150 mm risers: ditto	LM	182		
	FIRE ESCAPE STAIRCASE BALUSTRADING				
	First quality Stainless steel in bars,sections and plates: with and including welding and or bolting to members; polished: or equal and approved as desribed in				
D	50mm Diameter x 3 mm Thick Hand rail	LM	98		
E	Ditto: Bottom rail	LM	98		
F	20mm diameter x 3 mm Thick RHS balusters 1050 mm long: at 600mm centres; one end exposed (900mm high) and twice welded onto bottom and hand rail; and the other end fish tailed and grouted in epoxy mortar in 150mm deep mortice concrete	LM	173		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	COLLECTION				
	PAGE NO. 3/9				
	PAGE NO. 3/10				
	PAGE NO. 3/11				
	PAGE NO. 3/12				
	PAGE NO. 3/13				
	PAGE NO. 3/14				
	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION NO. 3				
	MAIN BUILDING				
	ELEMENT NO. 4				
	WALLING & PARTITIONS				
	EXTERNAL WALLS				
	Machine cut natural stone walling with a minimum of 7.0 N/mm2 average compessive strength to B.S 5390; bedded and jointed in cement and sand (1:4) mortar ; reinforced with 25 x 3 mm hick hoop iron strips at alternate courses to: -				
A	200 mm Thick walls	SM	1953		
	INTERNAL WALLS				
C	200 mm Thick Walls: ditto	SM	1202		
C	100 mm Thick Walls: ditto	SM	568		
	Damp - proof course: bituminous felt: bedded in cement and sand (1:3) mortar: 300 mm laps				
D	Horizontal: 200 mm wide	LM	2422		
E	Ditto: 100 mm wide	LM	270		
	Aluminium Partitions				
	Supply, assemble and fix purpose made natural anodised aluminium framing; transomes and middle rail; draught & strips; snap on glazing beads ; plugging or fixing to concrete, blockwork or stone work; with and including first quality and matching ironmongery; sealing with flexible rubber strips and adjusting on completion				
F	100 x 50 x 2.5 mm Thick frames	LM	496		
G	25 x 25 x 2.5mm Thick beading	LM	496		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Glazing				
A	10mm Thick toughened and laminated glass Sheet; 200mm overlap on aluminium frames (m/s) @ 1500mm high.	SM	594		
	Moisture resistant (MR) block board to B. S. 3444; Mahogany veneered both sides; bonded with and including 25 x 15 mm hardwood lipping all round : with and including wall nut finish/ birch laminate finish to Architect's approval				
B	25mm thick in framed partions at 900mm high	SM	450		
	GUARD RAILING				
	First quality Stainless steel in bars,sections and plates: with and including welding and or bolting to members; polished: or equal and approved as desribed in				
C	50 mm Diameter x 3 mm Thick Hand rail	LM	61		
D	Ditto: Bottom rail	LM	61		
E	Ditto: Middle rails @ 450mm centres	LM	183		
F	20mm diameter x 3 mm Thick RHS balusters 1050 mm long: at 600mm centres; one end exposed (900mm high) and twice welded onto bottom and hand rail; and the other end fish tailed and grouted in epoxy mortar in 150mm deep mortice concrete	LM	173		
	Carried to Collection				
	COLLECTION				
	PAGE NO: 3/16				
	PAGE NO: 3/17				
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION NO. 3				
	MAIN BUILDING				
	ELEMENT NO. 5				
	ROOFING AND RAINWATER DISPOSAL(PROVISIONAL)				
	Lean To Roof (5 degrees Pitch)				
	420 x 330 mm Precast concrete "Harvey" or equal approved concrete roofing tiles : on and including 50 x 25mm celcure treated cypress battens at 300 mm centres; Slate profile.				
A	Roof coverings	SM	157		
B	Ridge capping	LM	16		
	30 Gauge mini-corrugation galvanised corrugated roofing sheets: on corrugation side lap and 150 mm end laps: on timber: to				
C	Roofs	SM	157		
	Structural Steel Roof Structure				
	The following in mild steel with and including two pack epoxy zinc chromate primer before fixing; and fixed according to Engineer's details and including all necessary welding, rivetting and bolting; girder and gusset plates; anchor bolts, rawl bolts, 5/8" to 3" and or 1/2" to 2" mild steel bolts and 12mm diameter antisag rods; hoisting above ground level (aproximately 18 m high from ground level) to the roof space. Including hacking to accomodate members in walling and grouting in cement sand (1:3)				
D	Wall plate; 100mm wide X 50 x 2mm thick with and including 3/12mm anchor bolts	KGS	227		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Structural Steel Roof Structure Cont'd				
A	Trussed Rafters: 50 x 50 x 4mm Thick SHS section	KGS	569		
B	Struts & Ties: 50 x 50 x 4mm Thick S.H.S section	KGS	1024		
C	King posts: 50 x 50 x 4mm Thick S.H.S section	KGS	49		
D	Ceiling joists: 50 x 50 x 4mm Thick S.H.S section	KGS	567		
E	100mm x 50 x 2mm Thick (14 gauge) ZED purlins with and including 50 x 50 x 4mm thick SHS bracing	KGS	741		
	Prepare and apply one undercoat and two finishing coats of first grade two pack epoxy paint as manufactured by Crown paints or equal and approved as desribed in				
F	General surfaces of structural steel : 0- 100 mm girth	LM	894		
	Curved Roof				
G	12mm Thick Acrylic blue tinted glass as "Perspex" or equal approved: bolted on 50 X 50 X 3mm steel channels (m/s) and joists and grouted in concrete slabs; to roofs	SM	356		
H	Ditto: to curved exposed edges of curves roof	SM	69		
	Structural Steel Roof Structure				
	The following in mild steel with and including two pack epoxy zinc chromate primer before fixing; and fixed according to Engineer's details and including all necessary welding, rivetting and bolting; girder and gusset plates; anchor bolts, rawl bolts, 5/8" to 3" and or 1/2" to 2" mild steel bolts and 12mm diameter antisag rods; hoisting above ground level (aproximately 18 m high from ground level) to the roof space. Including hacking to accomodate members in walling and grouting in cement sand (1:3)				
I	Wall plate; 100mm wide X 50 x 2mm thick with and including 3/12mm anchor bolts	KGS	191		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Structural Steel Roof Structure Cont'd				
A	Trussed Rafters: 50 x 50 x 4mm Thick SHS section; curved to plan	KGS	662		
B	Struts & Ties: 50 x 50 x 4mm Thick S.H.S section	KGS	935		
C	King posts: 50 x 50 x 4mm Thick S.H.S section	KGS	96		
D	Ceiling joists: 50 x 50 x 4mm Thick S.H.S section	KGS	422		
E	100mm x 50 x 2mm Thick (14 gauge) ZED purlins with and including 50 x 50 x 4mm thick SHS bracing	KGS	274		
	Prepare and apply one undercoat and two finishing coats of first grade two pack epoxy paint as manufactured by Crown paints or equal and approved as desribed in				
F	General surfaces of structural steel : 0- 100 mm girth	LM	893		
	Flat Roof Finishes				
	EPDM Rubber : on screeded beds(m/s): fixed with approved adhesive in accordance with manufacturer's specifications: to				
G	Roofs	SM	713		
H	Canopy	SM	54		
I	Gutters: twice dressed into groove	SM	52		
J	Dress and dish around 150 mm outlets	NO	9		
	Liquid water proofing cement and sand (1:4) screeded beds: on concrete:complete with coloured pigmentation additives and hardener to				
K	50mm (Average) roofs : to falls and cross falls: finished to receive EPDM rubber	SM	713		
	Ditto: Canopy	SM	54		
L	50mm (Average) gutters 2500mm girth : to falls and cross falls: finished to receive EPDM rubber	SM	52		
M	Cut groove size 20 x 50 mm deep into blockwork or concrete for turning in flashing: grout in cement and sand mortar	LM	225		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	RAINWATER DISPOSAL				
	24 Gauge galvanized mild steel				
A	100 mm Diameter down pipes: fixed to concrete column at 600 mm centres with steel holder bats	LM	142		
B	300 mm Flashing: one end dressed over concrete tiles and the other end grouted in groove in cement mortar(1:3)	LM	48		
C	Extra over for Roof drains: as "Fulbora type' to pipes 150mm diameter with domed grating cast into concrete slab;	NO	9		
D	Ditto : extra over for Horse shoe bends	NO	9		
E	Ditto: extra over for swan necked projections	NO	9		
	Fascia/Eaves				
	Wrot prime grade podo as described in:-				
F	Ex 250 x 38mm fascia and Verge boards fixed to roof structure	LM	66		
	Prepare, knot, prime, stop and apply three coats gloss oil paint from approved source to:				
G	Surface of fascia boards, 200-300mm girth.	LM	161		
	Carried to collection				
	COLLECTION				
	PAGE NO. 3/18				
	PAGE NO. 3/19				
	PAGE NO. 3/20				
	PAGE NO. 3/21				
	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION NO. 3				
	MAIN BUILDING				
	ELEMENT NO. 6				
	WINDOWS & CURTAIN WALLING				
	Precast concrete units: class 20 (12 aggregates): vibrated: reinforced: fair faced on exposed edges				
A	200 x 200 mm High lintols reinforced with and including 4 No 12 mm diameter bars and 6 mm stirrups at 300 mm centres	LM	101		
	ALUMINIUM WINDOWS				
	Supply, assemble and fix; Powder coated aluminium windows: 100 X 50 mm x 3mm Thick frames and rails: including single glazed 8 mm solar glass with 33% Solar radiation transmission factor, solar factor 0.47, solar shading coefficient 0.54 (to BS EN 673 and BS EN 410) as Saint-Gobain Glass Antelio Plus Blue Ray (ST 767) or equal and approved ; and including 15x 10mm aluminium fixing beads and approved gaskets: plugged screwed to concrete or blockwork: including hinges, brass fastenings and stays, lugs; ironmongery and accessories: all as per Architects schedule: oiling : including 300 mm wide permanent vents louvres at all top sections of frames with mosquito gauze				
A	WD 1 size 4750 x 5800	NO	1		
B	WD2 size 3250 x 5800	NO	1		
C	WD3 size 4700 x 5800	NO	1		
D	WD4 Size 2550 x 5800	NO	1		
E	WD5 size 5645 x 5800	NO	1		
F	WD6 size 3750 x 5800	NO	1		
G	WD7 size 6800 x 5800	NO	1		
H	WD8 Size 8800 x 5800	NO	1		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Aluminium Windows Cont'd				
A	WD 9 size 3900 x 12200	NO	1		
B	WD10 size 3600 x 12200	NO	1		
C	WD11 size 2100 x 17300	NO	1		
D	WD12 Size 600 x 1500	NO	6		
E	WD13 size 600 x 4500	NO	18		
F	WD14 size 1500 x 15200	NO	1		
G	WD15 size 3845 x 15200	NO	1		
H	WD16 Size 900 x 11500	NO	2		
I	WD17 size 3000 x 5400	NO	1		
J	WD19 size 6550 x 18800	NO	1		
K	WD20 Size 7845 x 18800	NO	1		
L	WD21 size 4500 x 12000	NO	1		
M	WD22 Size 3000 x 5800	NO	1		
N	WD23 size 1800 x 5800	NO	1		
O	WD24 size 3600 x 16550	NO	1		
P	WD25 size 2200 x 16550	NO	1		
Q	WD26 Size 3100 x 2000	NO	1		
R	WD27 size 2200 x 16550	NO	1		
S	WD28 size 1800 x 15000	NO	1		
T	WD29 Size 2000 x 2400	NO	5		
U	WD30 Size 3000 x 2400	NO	3		
V	WD31 size 1500 x 2400	NO	1		
W	WD32 Size 2000 x 2000	NO	4		
Z	WD33 size 3000 x 2000	NO	2		
Y	WD34 size 5200 x 5300	NO	1		
Z	WD35 size 3100 x 2000	NO	1		
	WD36 Size 3150 x 6600	NO	1		
	WD37 size 1800 x 5900	NO	4		
	WD38 size 900 x 5900	NO	6		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Frameless curtain walling				
	Supply, assemble and fix frameless glass curtain walls; Structural spider polished stainless steel concealed fittings as "Dorma C-Spider" or equal and approved ; Notching, cutting, drilling and fabrication by approved specialist				
A	Single glazed 12 mm solar glass with 33% Solar radiation transmission factor, solar factor 0.47, solar shading coefficient 0.54 (to BS EN 673 and BS EN 410) as Saint-Gobain Glass Antelio Plus Blue Ray (ST 767) or equal and approved; as per architectural details.	SM	527		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	General joinery: wrot mahogany: selected and kept clean				
A	200 x 25 mm Window board: plugged, screwed and pellated	LM	207		
	Precast concrete units class 20 (19 mm aggregates): vibrated: reinforced with 2 No. 6 mm diameter steel bars				
B	265 x 75 mm Thick weathered and throated window cill: fairfaced on exposed surfaces: bedded jointed and pointed in cement and sand (1:4) mortar	LM	207		
	Brass curtain rods				
C	50mm Diameter decopolitan pitted ball adjustable double brass curtain rods complete with oiled brass curtain holding rings and brass café rod holding end brackets including all necessary fixings to masonry wall. All to be done to the Architects satisfaction.	LM	207		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Prepare and apply one coat aluminium wood primer before fixing: on wood: to				
A	Surfaces exceeding 100mm but not exceeding 200 mm girth	LM	207		
	Prepare and apply three coats polyurethane clear varnish: on wood: to				
B	Window Board: over 200 but not exceeding 300 mm girth	LM	207		
	Carried to Collection				
	COLLECTION				
	PAGE NO. 3/22				
	PAGE NO. 3/23				
	PAGE NO. 3/24				
	PAGE NO. 3/25				
	PAGE NO. 3/26				
	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION NO. 3 **MAIN BUILDING** **ELEMENT NO. 7** **DOORS** **Precast concrete units: class 20 (12 aggregates): vibrated: reinforced: fair faced on exposed edges**				
A	200 x 200 mm High lintols reinforced with and including 4 No 12 mm diameter bars and 6 mm stirrups at 300 mm centres	LM	147		
	Frameless glass doors				
B	D1 Double door size 2700 x 2400 mm high overall comprising: 10.5 mm thick laminated and toughened non-reflective glass: with approved patch fittings approved by the Architect.	NO	1		
	50 mm Thick Solid cored flush doors to B.S. 459 part 2: mahogany veneered both sides: hardwood lipped edges: with and including Birch laminate or wall nut finish to Architect's approval				
C	D6 & D11Single leaf door overall size 900 x 2100mm high	NO	62		
D	Ditto D7 & D9: Semi solid Door size 900 x 2400mm high	NO	12		
	Aluminium Doors				
	Purpose made door: supply, assemble and fix purpose made natural anodised aluminium door and framing; stiles and top rails; 150 x 50 x 25mm middle and bottom rails; 10 mm thick silk screen laminated: toughened glass : complete with ironmongery; fixing with aluminium screws; plugging or fixing to concrete, blockwork or stone work;complete with all ironmongery and accessories.				
E	D2 Double door size 1800 x 2400mm high (overall);comprising of 2No. Equal opennable leaves size 900 x 2400mm high each.	NO	40		
F	Ditto D4: Size 1500 x 2400mm high; comprising of 1No. openable leaf size 1200 x 2400; 1No. Fixed leaf size 300 x 2400mm high	NO	10		
G	Ditto D3: Double leaf door size 1500 x 2400mm high.	NO	6		
	Ditto D12: Single leaf door size 900 x 2400mm high. **Carried to Collection**	NO	93		

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Hardwood Panel doors				
A	D5 & D10 Single leaf Mahogany panel door size 1000 x 2400mm High with 5mm frosted 1000 x 2400mm High	NO	47		
B	D8 Ditto; Double door size 1800 x 2400mm High	NO	1		
	Padded Doors				
	Padded doors: wrot mahogany: selected and kept clean:				
C	D14 Double Door Overall size 2400 x 2600mm high	NO	1		
D	Single Door D13 Ditto Overall size 1200 x 2700mm high	NO	5		
	Frames and linings: mahogany or equal approved hardwood: selected and kept clean				
E	200 x 50 mm Frames: Three labours: plugged	LM	640		
F	20 x 40 mm Architrave: screwed and pellated	LM	158		
G	20 x 20 mm Quadrant beading: one labour: ditto	LM	158		
H	10 x 20 mm Glazing beads	LM	120		
	Supply and fix the following ironmongery to timber complete with matching screws and keys as per 'UNION' manufucturers (reference to a particular catalogue are given as a guide to type and quality only, other equal and approved alternatives may be used)				
I	150 mm heavy duty aluminium tapered hinges: with aluminium pin and screws; stainless steel double ball bearing	PRS	192		
J	Polished Stainless steel three Door lever and furniture set; (keyhole escutcheons, cylinder and latch); Reference to "UNION" Catalogue NO. 2177BB or equal and approved	NO	54		
K	Ditto: But 2 Lever as per "UNION" cataloque NO. 2102 BB	NO	74		
L	38mm Stainless steel floor mounted door stopper: Reference to UNION 8400 ; rawl bolted to concrete	NO	128		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Ironmongery Cont'd				
A	Polished Stainless Steel Escutcheon with indicators; Reference to UNION Catalogue 87045C	NO	27		
B	Aluminium door closers including all accessories: Rack-and Pinion projecting Arm Closers with Pull side Hold open Arm; latching action via arm;dual speed valve control; Reference to Briston series 2003 or equal and approved	NO	129		
C	1 mm thick anodised aluminium kicking plates size 900mm x 100mm High	NO	258		
E	Polished Stainless steel pull/push (I-section) handles; 305 x 25mm Diameter flange fixed : Reference to "UNION" Catalogue 2087A	NO	77		
F	Symbol plates: 150 x 150 x 2mm Thick ; Brushed stainless steel and screws; Reference to Dorma Catalogue 2011/12 DSS series	NO	91		
G	Polished Stainless steel double Brass Hat and coat hooks: Reference to Dorma Catalogue 2011/12 DHC-SS-170	NO	79		
H	"MALE" reflective symbol signages	NO	6		
I	"FEMALE" reflective symbol signages	NO	6		
J	"FIRE EXIT" reflective symbol signages	NO	24		
K	"DISABLED TOILET" reflective symbol signages	NO	9		
	6 mm Thick clear sheet glass: fixed with 25 x 25mm grooved hardwood beading all round; to timber doors				
L	Door fan lights: over 0.1 but not exceeding 0.5 square meters	SM	14		
	Prepare and apply one coat aluminium wood primer: before fixing: on wood: to				
M	Surfaces not exceeding 100 mm girth	LM	960		
N	Ditto: over 100 but not exceeding 200 mm girth	LM	420		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Prepare and apply three coats polyurethane clear varnish: on wood: to				
A	Frames: over 100 but not exceeding 200 mm girth	LM	285		
B	Frames: not exceeding 100 mm girth	LM	135		
C	Architraves: not exceeding 100 mm girth	LM	420		
D	Quadrant beading : not exceeding 100 mm girth	LM	420		
E	Glazing beads: ditto	LM	120		
	Plumbing & Drainage Duct Doors				
F	2mm thick mild steel door overall size 600 x 2400mm high complete with 50mm diameter breather and wire gauze; bolted and nutted connections complete with washers to service engineer's satisfaction	NO	20		
	Carried to Collection				
	COLLECTION				
	PAGE NO. 3/27				
	PAGE NO. 3/28				
	PAGE NO. 3/29				
	PAGE NO. 3/30				
	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION NO. 3				
	MAIN BUILDING				
	ELEMENT NO. 8				
	FINISHES				
	FLOOR FINISHES				
	Liquid water proofing cement and sand (1:4) screeded beds: on concrete : to:				
A	30 mm Thick to receive Ceramic tiles	SM	286		
B	30 mm Thick to receive Eurocon tiles	SM	713		
C	30 mm Thick to receive Granito tiles	SM	3001		
	300 x 300 x 10mm Thick polished non-slip ceramic tiles as manufactured by Saj Industries or equal and approved: on bed: bedded and jointed in screeded and waterproofed cement grout: to				
E	Floors	SM	286		
F	Ditto: 8 mm Thick x 100 mm high skirting	LM	291		
	Approved full boarded granito tiles size 600 x 600 x 10 mm thick; 95% free from visible defects ; plus or minus 5% maximum side straightness deviation ; group 5 or PEI 5 surface abrasion ; PEI5 stain resistant ; less than 0.5 % water absorption ; frost resistant ; chemical resistant ; bedding and jointing in approved porcelain adhesive; to				
G	Floors	SM	3001		
E	8mm Thick x 100 mm high skirting	LM	2879		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Approved Eurocon tiles size 300 x 300 x 10 mm thick; 95% free from visible defects ; plus or minus 5% maximum side straightness deviation ; group 5 or PEI 5 surface abrasion ; PEI5 stain resistant ; less than 0.5 % water absorption ; frost resistant ; chemical resistant ; bedding and jointing in approved porcelain adhesive; to				
A	Floors	SM	713		
	Approved carpet tiles; 500 x 500x 8.5mm Thick ; made from 100% Stainproof Miracle Fibre (Polypropylene); laid on cement sand screed backings; with approved acrylic emulsion adhesive;				
B	"Berber Point 920" from Tile and Carpet (K) ltd or equal and approved; to floors	SM	326		
C	Ditto: Gallery seating treads & risers: 0 - 300mm girth.	LM	379		
	8.5mm Thick heavy duty first quality executive carpet made from 100% Stainproof Miracle Fibre (Polypropylene); laid on blanket underlay with approved acrylic emulsion adhesive;				
D	Floors	SM	72		
	First quality stainless steel;complete with edge and corner connectors; approved fixing to floor and wall;spray painted; to Architect's approval				
E	3mm Thick x 100 mm high skirting	LM	154		
	EXTERNAL WALL FINISHES				
	19 mm Cement and sand (1:3) render: wood floated: on concrete or blockwork: to				
F	Beams & Cantilever Beams	SM	406		
G	Columns	SM	376		
H	Walls	SM	2129		
J	Gutter walls	SM	234		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Wallmaster render type T6 from Athi river mining to rendered surfaces in an approved pattern as per architectural details.				
A	Render beams & Cantilever Beams	SM	406		
B	Ditto: Columns	SM	376		
C	Ditto: Walls	SM	1320		
D	Ditto: Pier walls	SM	779		
E	Ditto: Gutter walls	SM	234		
	Mazeras stone cladding				
F	20mm Thick Mazeras stones cladding bedded and zero-jointed in cement sand (1:3) to concrete or block work surfaces: colour and texture as approved samples	SM	609		
	INTERNAL WALL FINISHES				
	12 mm Thick lime plaster: steel trowelled: on concrete or blockwork: to				
G	Beams: internally	SM	282		
H	Walls: ditto	SM	3208		
I	Lift walls: ditto	SM	630		
	300 x 200 x 6 mm Thick coloured glazed ceramic wall tiles on backings (m/s) pointed and jointed in matching cement mortar: to				
J	Walls	SM	959		
K	Plastic beading for fair edges	LM	456		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Liquid water proofing cement and sand (1:4) screeded beds: on concrete : to:				
A	Walls: finished to receive glazed tiles	SM	959		
	Prepare and apply three coats first grade plastic emulsion paint: on plaster: to				
B	Plastered beam surfaces	SM	282		
C	Walls: ditto	SM	3208		
D	Lift walls: ditto	SM	630		
	ACOUSTIC WALL PANELS				
	Wrot prime grade cypress				
E	50 x 20mm brandering; secret nailed to walls	LM	93		
F	50 x 38mm Beading; fixed to blockboard	LM	93		
	Decorative Fabric Wrapped Custom Acoustic panels; 2.7kg/m3 density glass fibre; woven fabric and micro-perforated heavy duty vinyl facings; fixed with approved adhesive;to be supplied by an approved manufacturer				
G	50mm Thick; to plastered walls	SM	250		
	General joinery : wrot mahogany : selected and kept clean				
H	50 X 25mm Thick T & G Panelling	SM	250		
	Prepare , knot , prime and apply three coats coats clear polyurethane lacquer to :				
I	General surfaces of wood	SM	250		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	CEILING FINISHES				
	ARMSTRONG MINABOARD ACCESSIBLE TILE SYSTEM SUSPENDED CEILINGS, 600 x 600 x 15 mm Thick fissured mineral fibre tiles: 20 mm x 7 mm x 25 mm Gauge epoxy acrylic protected snab tee runners at 600 mm Centres in three meter lengths: jointed with 29 mm x 20 mm x 170 mm x 20 Gauge hot dipped galvanised splice plates with 20 mm expansion edge trim of 20 mm x 25 Gauge: two coat vinyl white painted channel edge trim: fixed with screws to background requiring plugging				
A	Ceilings	SM	3871		
	Prepare and apply three coats of silk vinyl Emulsion paint as Crown Berger (k) ltd or equal and approved manufacturer to:				
B	Plastered Ceiling soffites	SM	54		
	Carried to Collection				
	COLLECTION				
	PAGE NO. 3/31				
	PAGE NO. 3/32				
	PAGE NO. 3/33				
	PAGE NO. 3/34				
	PAGE NO. 3/35				
	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION NO. 3				
	MAIN BUILDING				
	ELEMENT NO. 9				
	FITTINGS & FIXTURES (ALL PROVISIONAL)				
	Kitchen worktops				
A	Low level kitchen worktop overall size 6500 x 600 x 900 high comprising of 100mm thick mass concrete class 15/20 plinths 20mm thick granite worktop slab on 25mm thick blockboard, Beech laminate MDF facings and drawers complete complete with first quality iron mongery and finishes.	No.	1		
B	Ditto: Worktop overall size 5150 x 600 x 900 mm high	No.	1		
C	High level kitchen worktop size 4000 x 350 x 600mm high comprising of beech laminate MDF shelving, division and doors complete with bronze glazing at the middle of doors; all finishes and first quality ironmongery to Architectural details.	No.	5		
D	Ditto: Worktop overall size 2700 x 350 x 600 mm high	No.	2		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	FIXED SEATS				
	The following in 65 No. Gallery Seats				
	Moisture resistant (MR) blockboard to BS 3444 or equal and approved: bonded with and including 25 x 15 mm hardwood lipping all round: and wall nut finish to Architect's approval				
A	500 x 460mm Seats, back rests and base frames	NO	65		
	3mm plywood				
B	Backing to receive leather seat covers (m/s)	SM	327		
	Heavy duty polyusterane foam				
C	Seat and back rests	SM	327		
	Heavy duty first quality leather seat cover				
D	Seat and back rests	SM	654		
	25mm Thick mahogany; laminated				
E	325 x 25mm Writing tops	SM	191		
F	25 x 50mm Fascias	SM	332		
G	25mm Front covers	SM	18		
	Wrot mahogany : selected and kept clean				
H	50 X 25 mm Mahogany beading	LM	379		
I	50 X 25 mm Ditto with 2No. labours; bead	LM	201		
J	50 X 25 mm Ditto with 2No. labours; fascia	LM	304		
	Mild steel: One coat red oxide primer				
K	25 x 50 x 2.5mm RHS upright : once bent : ragbolted to concrete	LM	844		
L	25 x 25 x 2.5 mm RHS framing	LM	235		
M	25 x 25 x 6 mm angle bearers once welded to RHS	LM	486		
N	25 x 50 x 2.5mm angle cut to fit and welded to upright	LM	134		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Mild steel: One coat red oxide primer				
A	25 x 50 x 6mm Angles: 50mm long : welded to RHS : 1 No. hole for 16mm Diameter bolts	NO	325		
B	150 x 50 x 6mm flat: welded to RHS upright and ragbolted	NO	325		
C	25 x 25 x 6mm Ditto	NO	166		
D	25mm Diameter steel tubes : 80 mm long welded to RHS	NO	166		
E	16mm Diameter Ditto : 100mm long	NO	498		
F	20mm Diameter ragbolts 150mm long cast into concrete	NO	166		
	Prepare , knot , prime and apply three coats coats clear polyurethane lacquer to :				
G	General surfaces of wood	SM	133		
H	Ditto surfaces of wood 100-200 mm girth	LM	884		
	Prepare, prime and apply one undercoat and two finishing coats gloss paint to:				
I	General metal surfaces not exceeding 100mm girth	LM	1699		
	Carried To Collection				
	COLLECTION				
	PAGE NO: 3/36				
	PAGE NO: 3/37				
	PAGE NO: 3/38				
	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION NO. 3				
	MAIN BUILDING				
	ELEMENT NO. 10				
	MECHANICAL ENGINEERING SERVICES				
	Builders work in connection to mechanical Engineering services: cut and/or leave and make good thereafter for sanitary fittings, equipments and pipe work therein: concealed type plumbing and ducting : for				
A	W.C. Suite	NO	30		
B	Wash hand basins	NO	22		
C	Urinals bowls	NO	16		
D	Fire horse reel system	NO	15		
E	Hand Driers	NO	11		
F	Kitchen Sinks	NO	2		
	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION NO. 3				
	MAIN BUILDING				
	ELEMENT NO. 11				
	ELECTRICAL ENGINEERING SERVICES				
	Builders work in connection to electrical services Cut and/or chase and make good thereafter for electrical installations including associated switches and concealed conduits therewith: for				
A	Lighting points and switches	NO	356		
B	Power points	NO	358		
C	Consumer unit	NO	5		
D	Metre Board	NO	1		
E	Data Points	NO	358		
F	Telephone points	NO	145		
G	Distribution Board	NO	5		
H	Fire alarm points	NO	10		
I	CCTV unit	NO	1		
J	T.V aerial output point	NO	5		
	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT

SECTION NO. 3

PROPOSED COUNTY ASSEMBLY BUILDING FOR KISUMU COUNTY

SUMMARY

	ELEMENT	PAGE NO
1	SUBSTRUCTURES	3/5
2	REINFORCED CONCRETE SUPERSTRUCTURE	3/8
3	STAIRCASES	3/15
4	WALLING	3/17
5	ROOFING AND RAINWATER DISPOSAL	3/21
6	WINDOWS	3/26
7	DOORS	3/30
8	FINISHES	3/35
9	FITTINGS & FIXTURES	3/38
10	B.W.I.C MECHANICAL ENGINEERING SERVICES	3/39
11	B.W.I.C ELECTRICAL ENGINEERING SERVICES	3/40

TOTAL FOR MAIN BUILDING CARRIED TO BUILDERS WORKS SUMMARY KSHS

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO. 4				
	EXTERNAL WORKS (PROVISIONAL)				
	ELEMENT NO. 1				
	INTERNAL ROADS , CARPARKS AND PAVED AREAS				
	New Works				
	Site preparation				
A	Excavate vegetable soil 200 mm (average) deep: remove from site	SM	5000		
B	Hyvar X as manufactured by Twiga Chemicals Limited or equal approved weed killer applied at the rate of 0.10 litres per square metre	SM	5000		
	Excavations				
C	Excavate to reduce levels, not exceeding 1.5 metres deep	CM	2500		
D	Extra over excavations and disposal from site for rock	CM	250		
	Disposal of Excavated material				
E	Remove surplus spoil from site	CM	2195		
F	Backfill and compact in 150 mm layers: selected excavated materials: compacted to 95MDD (AASHTO 180)	CM	305		
	Surfact Treament				
G	Grade and compact to falls and crossfalls: bottoms of excavations: compact to 100% B.S compaction	SM	5000		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Fillings				
A	300 mm Gravel filings: deposited and compacted in 150 mm layers: laid to falls and crossfalls: compacted to 100% B.S compaction	SM	5000		
B	300 mm Thick hand-packed stone: graded to falls and crossfalls: compacted to 100% B.S standard compaction: in 150 mm layers	SM	5000		
C	50 mm Sand blinding to surfaces of hardcore: finished to receive cabro blocks (M/s)	SM	5000		
	Precast concrete units: Mix 1:2:4 (12 mm aggregate): vibrated				
D	125 x 250 mm Kerb: half battered: bedded jointed and pointed in cement and sand (1:3) mortar: laid on and including 300 x 100 mm concrete 1:3:6) base: 100 x 200 mm haunching: earthworks: formwork: to roads	LM	725		
E	Ditto: curved	LM	94		
I	600 x 600 x 50 mm Thick paving slabs: smooth finished: pointed and jointed in cement and sand(1:4) mortar: bedded on and including 50 mm thick compacted murram bed	SM	349		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	"Bamburi" blocks or equal and approved concrete blocks: on sand or quarry stone chippings (measured separately)				
A	80 mm Road paving	SM	5000		
	Prepare and prime cabro block surfaces and apply three coats of approved road marking paint: to				
B	Roads: 100 mm wide	LM	677		
	Carried to Collection				
	COLLECTION				
	PAGE NO. 4/1				
	PAGE NO. 4/2				
	PAGE NO. 4/3				
	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO. 4				
	EXTERNAL WORKS (PROVISIONAL)				
	ELEMENT NO. 2				
	DRAINAGE				
	STORM WATER DRAINAGE				
	Excavate, part backfill and remove surplus spoil from site: plank and strut sides of excavation including removing fallen materials: keep excavations free from all water: grade and compact bottoms of excavation to falls				
A	For 300 mm Diameter pipes 1000 mm (average) deep: not exceeding 1.5 metres deep	LM	750		
B	For 300 x 300mm deep channel: ditto	LM	279		
C	Extra over for excating in hard rock	CM	15		
	Insitu concrete: class 15 (20 mm aggregate): vibrated				
D	150 mm Bed and surround to 300 mm diameter pipe: formwork	LM	750		
E	300 x 300 x 100 mm Thick U-shaped channel: formwork	LM	15		
	Precast concrete "ogee" pipes to B.S 556 part 2: socket and spigot jointed: jointed and pointed with yarn and cement mortar (1:3)				
F	300 mm Diameter pipe	LM	750		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Standard circular precast concrete class 25/12 mm aggregate rainwater gullies: to B.S 556 cast in 100 mm concrete 1:3:6 bed and surround: 150 mm concrete 1:2:4 diameter bars at 75 mm centres both ways: 12 mm thick cement and sand (1:3) water-proofed rendering internally: concrete filled standard heavy duty gully grating and frame to B.S 497: holes for extra large pipes: channels: excavation and disposal from site: formwork				
B	Gully size 460 mm diameter (internally) x 850 mm deep	NO	25		
	Mild steel in plates, bars and sections: one coat red oxide primer before erection: welded connections				
C	300 mm wide steel grating: 20 x 20 x 3 mm RHS cross members at 50 mm centres welded to 50 x 50 x 3mm angle frames: paint	LM	279		
D	50 x 50 x 3mm Angle frame: plugged and srewed to concrtere at 300 mm centres	LM	279		
	Precast concrete units class 20/12 mm aggregates: vibrated: fairfaced on exposed faces				
E	200 x 50 mm Thick coping: single weathered and throated : bedded, jointed and pointed in cement and sand (1: 3) mortar	LM	279		
	DRAINS **Excavate, part backfill and remove surplus from site: planking and strutting: keep excavations free from all water**				
	Trenches: not exceeding 1.50 metres deep	CM	225		
	Insitu concrete: class 15 (20 mm aggregate): vibrated				
	150mm Thick Base	SM	150		
	Ditto Walls	SM	750		
	100mm Thick cover slab	SM	150		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	CULVERTS				
	Excavate, part backfill and remove surplus spoil from site: plank and strut sides of excavation including removing fallen materials: keep excavations free from all water: grade and compact bottoms of excavation to falls				
	For 450 mm Diameter pipes ditto	LM	98		
	Insitu concrete: class 15 (20 mm aggregate): vibrated				
	150 mm Bed and surround to 450 mm diameter pipe: incluiding formwork	LM	98		
	Precast concrete "ogee" pipes to B.S 556 part 2: socket and spigot jointed: jointed and pointed with yarn and cement mortar (1:3)				
	450mm Diameter Pipe	LM	98		
	Ditto 100mm Perforated pipes	LM	960		
	Extra over for making holes	NO	36		
	Carried to Collection				
	COLLECTION				
	PAGE NO: 4/6				
	PAGE NO: 4/6				
	PAGE NO: 4/7				
	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION No. 4				
	ELEMENT No. 4				
	FOUL WATER DRAINAGE				
	The following in 40No. Manholes overall size 1000 x 850 x 1200mm high.				
	Excavations				
	Excavations including mainataining and supporting sides of excavations as before.				
D	For manholes, 0-1500mm deep and load and cart away.	CM	40		
	Mass concrete class 15/20 aggregate as described in:-				
E	100mm thick base slab.	SM	40		
F	Benching size 600 x 450mm average 300mm deep including forming main branch channels and finishing with 12mm water proof sulphate resistance render steel trowelled smooth.	No.	40		
	Walling				
	Approved natural stone walling of minimum crushing stregth of 7.5N/mm2 built in courses of cement/sand (1;3) mortar mix.				
G	200mm thick medium dressed stone wall reinforced at each alternate course with and including 24gauge galvanized mild steel hoop iron and staggered.	SM	176		
H	Extra over for forming 150mm diameter holes through walls.	No.	80		
	Render to walls				
I	16mm thick sulphate resistant cement/sand (1:4) render as described steel trowelled smooth.	SM	176		
	Manhole covers				
J	600 x 450 x 50mm precast concrete manhole cover complete with cast iron frames built into and including concrete boxing.	No.	40		
	To collection				

TEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Pipe runs				
A	150mm diameter heavy duty UPVC brown pipes laid into trenches.	LM	164		
	Pipe sorrounds				
B	100mm thick mass concrete class 15/20 in beds and haunched for 150mm diameter pipes.	LM	164		
C	Excavate for pipe runs, 600mm wide x 400mm (average) for pipes, part return, fill in and ram and part laid and cart away.	LM	154		
	Step iron				
D	16mm solid bars bent to shapes to form step iron and bedded in masonry	No.	80		
	Total Carried to Collection				

TEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	CHANNELS				
	Excavate, part backfill and remove surplus spoil from site: plank and strut sides of excavation including removing fallen materials: keep excavations free from all water				
A	Trenches:1400 mm wide and 500 mm deep (average): cut and trim sides to 20% slope: cut and trim bottoms to slope as approved by the Engineer	LM	58		
B	Extra over all excavations and disposal for breaking up rock	CM	10		
	Plain insitu concrete mix 1:3:6 (25 mm aggregate) : vibrated				
C	150mm thick concrete walls to drainage chanel size 400mm average depth	LM	58		
D	150mm thick entrance ramp: 500mm wide	LM	58		
	Precast concrete units: class 20 (12 mm aggregate): vibrated				
E	150mm thick precast concrete units: to cover drainage chanel size 1000mm long x 900mm wide	LM	58		
	Masonry Works				
F	200mm thick block walling on one side and rubble stone walling on the otherside: Plastered boths sides and bottoms to engineers detail	LM	58		
	Carried to Collection				
	COLLECTION				
	PAGE NO. 4/10				
	PAGE NO. 4/11				
	PAGE NO. 4/12				
	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO. 4				
	EXTERNAL WORKS				
	ELEMENT NO. 5				
	BOUNDARY WALL				
	Site clearance				
A	Clear line of works off grass, hedges, small trees, grub up roots and burn debris.	LM	540		
	Excavations				
	Excavations including maintaining and supporting sides of excavations from fallen soil, mud and subsurface water by baling pumping or otherwise.				
B	For strip foundations, 0-1500mm deep	CM	324		
C	For column bases, ditto	CM	180		
D	Extra over for excavating in rock irrespective of class	CM	51		
	Disposal				
E	Return, fill in and ram selected excavated material around foundation walls and column bases.	CM	59		
F	Load and cart away excess excavated materials	CM	445		
	Concrete works				
	Mass concrete class 15/20 aggregates as described in:-				
G	50mm thick blinding under strip foundation	SM	324		
H	Ditto under column bases	SM	180		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Reinforced concrete class 20/20 aggregates as described in:-				
A	Strip footings	CM	98		
B	Column bases	CM	54		
C	Columns	CM	23		
D	Ground beams	CM	22		
	Bar reinforcement to B.S 4461 as described in:-				
E	12mm Diameter bars	KG	5560		
E	8mm diameter bars	KG	3040		
	Sawn softwood formwork as described in:-				
F	Vertical sides of columns	SM	270		
G	Ditto: edges of column bases	SM	216		
F	Ditto: edges of strip foundation footing	SM	648		
G	Sides of ground beam	SM	288		
	Sub-walling				
	Natural quarry stone walling of minimum crushing strength 7.5N/mm2 built to courses in cement/sand (1:3) mortar mix as described in:-				
H	200mm Thick walling reinforced at each alternate course with and including 24 gauge galvanized hoop iron and staggered.	SM	810		
	Super walling				
	Machine Cut stone wall of minimum crushing strength 7.5N/mm2 built to courses in cement/sand (1:3) mortar mix as described in:-				
I	200mm Thick machine cut stone wall reinforced at each alternate course with and including 18 gauge galvanised hoop iron and staggered.	SM	1134		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Reinforced concrete superstructure				
	Reinforced concrete class 20/20 aggregate as described in:-				
J	Columns	CM	26		
	Bar reinforcement to B.S 4461 as described in:-				
L	12mm Diameter bars	KG	960		
L	8mm diameter bars	KG	640		
	Sawn softwood formwork /steel as described to:-				
E	Sides of columns	SM	432		
	Wall Finishes				
G	Extra over fair faced walling for key pointing in recessed hori-zontal and flush vertical joints	SM	2268		
	Painting and decorating				
	Precast concrete units as described in:-				
A	300mm Wide x 50mm thick precast concrete coping laid over walls pointed with and including cement/sand (1:3) mortar mix	LM	540		
B	400 x 300 x 175mm Thick columns caping laid over column ditto	No.	180		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Expansion joints				
A	20mm Thick styropol expansion joints fixed in between walls with and including cement/sand(1:3) mortar mix	SM	21		
	Vehicular Gates				
B	50mm thick mild steel gate of overall size 5000 × 2700mm high comprising of 30 × 25 mm x 3mm thick R.H.S mid diamond shaped frame with and including 12 × 12mm S.H.S bars welded onto members at 45 and 150mm spacing in an approved pattern complete with 2No. Verical spikes and top curved and fixed to gate pillars(m/s) with and including 4No. Heavy duty pinion hinges; primed and painted to architectural	NO	1		
C	Ditto: V.I.P gate size 4700 x 2700mm high	NO	1		
D	Ditto: Rear gate size 7400 x 2700mm high	NO	1		
E	Ditto but in pedestrian gate overall size 1000 x 2700mm high on 20 x 20 x 3mm R.H.S metal grilles to approved patterns.	NO	1		
	Gate roller track and Guide				
F	3mm thick mild steel plate roller track and guide embedded in road	LM	16		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	COLLECTION				
	PAGE NO. 4/13				
	PAGE NO. 4/14				
	PAGE NO. 4/15				
	PAGE NO. 4/16				
	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SECTION NO. 4				
	EXTERNAL WORKS (PROVISIONAL)				
	ELEMENT NO. 7				
	GATE HOUSES				
	SUBSTRUCTURES				
	Site preparation				
A	Chemical antitermite treatment to sub-soil or filling	SM	25		
	Excavations				
B	Excavate over site soil average 200 mm deep: remoe from site	SM	25		
C	Bulk excavation for strip foundation not exceeding 1.5 metres deep	CM	20		
D	Extra over all desceiptions of excavations and removal from site for breaking up rock	CM	12		
	Disposal of excavated materials				
E	Fillings around walls: backfill and compact in 150 mm layers: selected excavated materials	CM	13		
F	Remove surplus soil from site and deposite in permanent soil heaps at a site to be agreed	CM	7		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Fillings				
A	300 mm Fillings: levelled and compacted in 150 mm layers	SM	21		
B	50 mm Thick stone dust blinding to surfaces of hardcore	SM	21		
	Planking and Strutting				
C	Planking and strutting to sides of all excavations: keep excavations free from all fallen materials	ITEM			
	Disposal of water				
D	Keep excavations free from all water	ITEM			
	Insitu concrete class 15/20 mm aggregates: vibrated:				
E	50 mm Blinding under strip foundation	SM	13		
	Insitu reinforced concrete: class 20 (20 mm aggregates: vibrated: reinforced				
F	Strip foundation	CM	3		
G	Columns	CM	2		
H	100 mm Floor slab	SM	21		
	Natural machine cut stones in cement sand (1:3) mortar				
I	200 mm Thick walls	SM	33		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Deformed Reinforcement bars to B.S. 4461 (Provisional)				
A	10 mm Diameter bars	KG	200		
B	12 mm Diameter bars	KG	200		
	Mesh fabric reinforcement to B.S. 4483: BRC reference A 142 weighing 2.22 kg/m in:				
C	Floor bed 200 mm laps	SM	21		
	Sawn formwork: to				
D	Vertical sides: foundations and columns	SM	25		
E	Edges of slab: over 75 but not exceeding 150 mm girth	LM	19		
	Plinth				
D	12 mm Woodfloated lime cement and sand (1:1:6) render: on concrete or stonework	SM	6		
E	Prepare and apply three coats bituminous paint on rendered plinth	SM	6		
	Labours and sundries				
F	500 gauge polythene sheet damp proof membrane to floors: 300 mm laps	SM	21		
G	200 mm Bituminous felt damp proof course: 300 mmlaps	LM	25		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	REINFORCED CONCRETE SUPERSTRUCTURE				
	Insitu concrete class 20(20 mm aggregate): vibrated: reinforced				
A	Beams	CM	5		
B	Columns	CM	6		
C	150 mm Roof slab	SM	35		
D	150 mm Curved canopy	SM	58		
	Deformed bar reinforcement to B.S. 4461 (Provisional)				
E	8 mm Diameter bars	KG	1200		
F	10 mm Diameter bars	KG	1300		
	Sawn formwork: to				
G	Sides and soffits: beams	SM	47		
H	Vertical sides columns	SM	52		
I	Edge of slab 75 - 150	LM	72		
J	Horizontal soffits: suspended roof slab	SM	35		
K	Slopping soffits of canopy: curved to radius of 32 metres on elev	SM	58		
L	Ditto: upper surfaces	SM	58		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ROOFING				
	APP(ATACTIC POLYPROPYLENE) Bituminous waterproofing membrane: in three layers: laid in accordance with the manufacturers instructions: on concrete: to				
A	Roofs: curved	SM	58		
B	Gutters: 750 mm girth	LM	4		
C	200 mm Flashing: dressed over tilting fillet and turned into groove	LM	40		
D	Dress and dish around 150 mm outlets	NO	4		

E	Cut groove size 20 x 50 mm deep into blockwork or concrete for turning in flashing: grout in cement and sand mortar	LM	40		
	Light weight roof screed in cement, sand and pumice (1:3::7): laid on concrete: to				
F	50 mm (Average) roofs: to falls and cross falls: finished to receive APP membrane	SM	58		
G	75 x 75 mm Angle tilting fillet	LM	40		
	Precast concrete units: class 20/12 mm aggregates: vibrated; fairfaced				
H	190 x 50 mm Thick coping: weathered and throated: bedded, jointed and pointed in cement and sand (1:30 mortar	LM	63		
	Wrot cypress: three coats wood stain				
I	150 x 50 mm Pergolas	LM	19		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	200 x 200 x 12 mm Thick concrete interlocking tiles: on APP membrane: to				
A	Roofs	SM	58		
	RAINWATER DISPOSAL				
B	200 mm Diameter UPVC down pipe: cast into concrete	LM	12		
C	Extra over pipe for bend	NO	4		
D	Extra over pipe for shoe	NO	4		
	Fulbora outlets				
E	200 mm Diameter cast iron fulbora outlet: with domed grating: cast into concrete	NO	4		
	WALLS				
	Natural stones: in cement and sand (1:4) mortar				
.	.	.			
F	200 mm External walls: machine dressed	SM	48		
G	150 mm Walls: reinforced with 25 x 3 mm hoop iron strips laid horizontally every alternate course	SM	15		
	Flush doors to B.S. 459 part 2				
H	50 mm Thick solid cored door size 900 x 2100 mm high : mahaogany venneered both sides: hard wood lipped edges	NO	2		
I	Ditto: semi- solid cored door	NO	1		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	General joinery: mahogany: selected and kept clean				
A	125 x 50 mm Frame: four labours: plugged, screwed and pellated	LM	15		
B	30 x 30 mm Architrave: ditto	LM	15		
C	20 mm Quadrant: ditto	LM	15		
	Prepare and apply two coats of spirit based light pinotex paint in medium matt finish: on timber: to				
D	Timber frame over 200 but not exceeding 300 mm girth	LM	15		
E	Timber surfaces not exceeding 100 mm Girth	LM	30		
F	Doors: general surfacesSurfaces of timber doors	SM	11		
	Supply and fix the following ironmongery with matching screws: UNION or equal approved : on timber				
G	100 mm Brass butt hinges	PRS	4.5		
H	38 mm Rubber door stop as Union UBR 2450 FS rawl bolted to concrte floor	NO	3		
I	3 Lever mortice Union lock ref: 2243	NO	3		
	Prepare and apply one coat aluminium wood primer: before fixing: on wood: to				
J	Surfaces not exceeding 100 mm girth	LM	30		
K	Ditto: over 100 but not exceeding 200 mm girth	LM	15		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ALUMINIUM WINDOWS				
	Supply and fix powder coated aluminium windows: plugged and scewed to blockwork: with and including 8 mm thick clear sheet toghened glass: including all necessary accessories: as before described				
A	Window size 900 x 1800 mm high	NO	1		
B	Window size 900 x 1200 mm high	NO	1		
C	Window size 1000 x 1500 mm high	NO	1		
D	Window size 2250 x 1500 mm high	NO	1		
	General joinery: wrot mahogany: selected and kept clean				
E	200 x 25 mm Window board: plugged, screwed and pellated	LM	6		
F	150 x 25 mm Thick pelmet box fascia	LM	6		
G	100 x 25 mm Thick pelmet box tops	LM	6		
H	25 x 50 mm Cypress : plugged	LM	6		
I	150 x 100 x 25 mm Thick returned ends	NO	8		
	Curtain rail				
J	Silent gliss or equal and approved heavy duty aluminium channel curtain rail: with and including rollers at 100 mm centres: laps and stops(double rail)	LM	12		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Precast concrete units: class 20/12 mm aggregates: vibrated				
A	265 x 75 mm Thick weathered and throated window cill: fairfaced on exposed surfaces: bedded jointed and pointed in cement and sand (1:4) mortar	LM	6		
	Prepare and apply one coat aluminium wood primer before fixing: on wood: to				
B	Surfaces not exceeding 100 mm girth	LM	18		
	Prepare and apply three coats polyurethane clear varnish: on wood: to				
C	Pelmet boxes: over 200 but not exceeding 300 mm girth	LM	6		
D	Window board: ditto	LM	6		
	FLOOR FINISHES				
	Cement and sand (1:4) screeded beds: on concrete: to				
E	30 mm Thick floors: finished to receive floor tiles	SM	16		
	300 x 300 x 12 mm Thick non-slip multicoloured glazed ceramic tiles as manufactured by "SAJ" or equal approved:fixed with cement grout: pointed in matching cement: to				
F	Floors	SM	16		
G	10 x 150 mm High skirting: rounded edge	LM	19		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	WALL FINISHES				
	12 mm Cement and sand (1:4) backings: on concrete or blockwork: to				
A	Walls : finished to receive tiles	SM	63		
	400 x 300 x 15mm Mazeras stone tiles: in cement and sand (1:3) mortar: jointed and pointed in matching mortar: to				
B	Walls: externally	SM	48		
	12 mm Lime plaster: steel trowelled: on concrete or blockwork:to				
C	Walls: internally	SM	63		
	12 mm Cement and sand (1:4) backings: on concrete or blockwork: to				
D	Walls: finished to receive tiles	SM	15		
	300 x 250 x 8 mm Coloured glazed ceramic wall tiles as manufactured by "SAJ" or equal approved: fixed with cement grout: pointed in matching cement: to				
E	Walls	SM	15		

F	Plastic strip to edge of tiles	LM	7		
	Marmoran render: in three coats: on concrete or stone work: to				
G	Walls, columns and beams	SM	78		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Prepare surfaces and apply three coats of first quality plastic emulsion paint: on plastered surfaces: to				
A	Walls and columns	SM	63		
	CEILING FINISHES				
	12 mm Lime plaster: steel trowelled: on concrete:to				
B	Ceilings	SM	27		
	Prepare surfaces and apply three coats of first quality plastic emulsion paint: on plaster: to				
C	Ceilings	SM	27		
	WORKTOP				
	Insitu concrete class 20 (19 mm aggregates): vibrated: reinforced				
D	100 mm Thick top	SM	4		
	Mesh fabric reinforcement to B.S. 4483: BRC reference A142 weighing 2.22 Kilogrammes per square metre				
E	In tops: 200 mm Laps	SM	4		
	Sawn formwork: to				
F	Horizontal soffits: tops	SM	4		
G	Vertical: edges of tops over 75 but not exceeding 150 mm wide	LM	7		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	300 x 300 x 8 mm Thick ceramic tiles: bedded, jointed and pointed in matching cement				
A	Tops	SM	4		
B	Edges: 100 mm Wide	LM	**7**		
	DUSTBIN CUBICLES				
C	Dust bin enclosure overall size 3.20m x 1.60 m x 1.5 m high constructed of 100 mm vibrated reinforced concrete floor, walls and roof slab reinforced with two layers of BRC mesh reinforcement ref: A 142. 3 No. double leaf metal doors complete with lockable tower bolts: painted. The walls, roofs and floors finished with 19 mm water proof plaster	NO	1		
	Carried to Collection				
	COLLECTION				
	PAGE NO. 4/20				
	PAGE NO. 4/21				
	PAGE NO. 4/22				
	PAGE NO. 4/23				
	PAGE NO. 4/24				
	PAGE NO. 4/25				
	PAGE NO. 4/26				
	PAGE NO. 4/27				
	PAGE NO. 4/28				
	PAGE NO. 4/29				
	PAGE NO. 4/30				
	PAGE NO. 4/31				
	TOTAL CARRIED TO SUMMARY				

ITEM	DESCRIPTION			RATE	AMOUNT
	PROPOSED COUNTY ASSEMBLY BUILDING FOR KISUMU COUNTY				
	SECTION NO. 4				
	EXTERNAL WORKS				
	SUMMARY				
	ELEMENT	**PAGE**	**NO**		
2	PAVED AREAS & CARPARKS		**4/5**		
3	STORM WATER DRAINAGE		**4/7**		
4	FOUL WATER DRAINAGE		**4/12**		
5	BOUNDARY WALL		**4/17**		
7	GATE HOUSE/ TRANSFORMER/ GENERATOR ROOM		**4/31**		
	TOTAL CARRIED TO MAIN SUMMARY		**KSHS**		

ITEM	DESCRIPTION	KShs
	KISUMU COUNTY ASSEMBLY	
	PROPOSED COUNTY ASSEMBLY BUILDING	
	BUILDERS WORKS SUMMARY	
	SECTION **PAGE NO**	
1	COUNTY ASSEMBLY BUILDING 3/41	
2	EXTERNAL WORKS 4/27	
	BUILDERS WORKS CARRIED TO GRAND SUMMARY	

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION NO. 5				
	PRIME COSTS AND PROVISIONAL SUMS				
	PRIME COST SUMS				
	Electrical Engineering Service Installations				
A	Provide a Prime Cost Sum of **Kshs. Thirty Eight Million Five Hundred Thousand Only for** Electrical Engineering Services installations to be carried out by a nominated Sub-Contractor	ITEM			38,500,000.00
B	Allow for Profit	%			
C	Allow for Attendance	Sum			
	Fire Alarm Installations				
D	Provide a Prime Cost Sum of **Kshs. Four Million Five Hundred Thousand Only for** Fire Alarm installations to be carried out by a nominated Sub-Contractor	ITEM			4,500,000.00
E	Allow for Profit	%			
F	Allow for Attendance	Sum			
	Standby Generator Installations				
G	Provide a Prime Cost Sum of **Kshs. Nine Million Five Hundred Thousand Only for** Standby Generator installations to be carried out by a nominated Sub-Contractor	ITEM			9,500,000.00
H	Allow for Profit	%			
I	Allow for Attendance	Sum			
	Carried Forward				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought Forward				
	Lift Installations				
A	Provide a Prime Cost Sum of **Kshs. Seventeen Million Two Hundred Thousand Only for** Lift installations to be carried out by a nominated Sub-Contractor	ITEM			17,200,000.00
B	Allow for Profit	%			
C	Allow for Attendance	Sum			
	UPS Installations				
D	Provide a Prime Cost Sum of **Kshs. Three Million Nine Hundred Thousand Only for** UPS installations to be carried out by a nominated Sub-Contractor	ITEM			3,900,000.00
E	Allow for Profit	%			
F	Allow for Attendance	Sum			
	Structured Cabling Installations				
G	Provide a Prime Cost Sum of **Kshs. Fourteen Million Five Hundred Thousand Only for** Structured Cabling installations to be carried out by a nominated Sub-Contractor	ITEM			14,500,000.00
H	Allow for Profit	%			
I	Allow for Attendance	Sum			
	Carried Forward				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought Forward				
	Security and Access Control Installations				
A	Provide a Prime Cost Sum of **Kshs. Ten Million Five Hundred Thousand Only for** Security and Acces Control installations to be carried out by a nominated Sub-Contractor	ITEM			10,500,000.00
B	Allow for Profit	%			
C	Allow for Attendance	Sum			
	Multimedia Digital Congress Installations				
D	Provide a Prime Cost Sum of **Kshs. Twenty Seven Million Three Hundred Thousand Only for** Multimedia Digital Congress installations to be carried out by a nominated Sub-Contractor	ITEM			27,300,000.00
E	Allow for Profit	%			
F	Allow for Attendance	Sum			
	Plumbing, Drainage and Fire Fighting Installations				
G	Provide a Prime Cost Sum of **Kshs. Twenty Nine Million Only for Plumbing, Drainage and** Fire Fighting installations to be carried out by a nominated Sub-Contractor	ITEM			29,000,000.00
H	Allow for Profit	%			
I	Allow for Attendance	Sum			
	Carried Forward				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought Forward				
	Air Conditiong and Ventilation Installations				
A	Provide a Prime Cost Sum of **Kshs. Twenty Seven Million Only for Air Conditiong and Ventilation** installations to be carried out by a nominated Sub-Contractor	ITEM			27,000,000.00
B	Allow for Profit	%			
C	Allow for Attendance	Sum			
	Steam and Sauna Installations				
D	Provide a Prime Cost Sum of **Kshs. Five Million Only for Steam and Sauna Installations** to be carried out by a nominated Sub-Contractor	ITEM			5,000,000.00
E	Allow for Profit	%			
F	Allow for Attendance	Sum			
	Borehole Drilling and Equipment Installations				
G	Provide a Prime Cost Sum of **Kshs. Five Million Only forBorehole Drilling and Equipment** Installations to be carried out by a nominated Sub-Contractor	ITEM			5,000,000.00
H	Allow for Profit	%			
I	Allow for Attendance	Sum			
	Carried Forward				

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	Brought Forward				
	Proffesional Fees				
A	Provide a Provisional Sum of **Kshs. Sixty Million** only for Professional Fess		ITEM		60,000,000.00
	Contingencies				
B	Provide a Provisional Sum of **Kshs. Five Million only** for contingencies to be deducted in whole or in part		ITEM		5,000,000.00
	Fluctuations				
C	Provide a Provisional Sum of **Kshs. Five Million only** for Fluctuations to be deducted in whole or in part		ITEM		5,000,000.00
	Project Management Committee (PMC)				
D	Provide a Provisional Sum of **Kshs. Three Million Six Hundred Thousand** Only to cater for PMC to be deducted in whole or in part		ITEM		3,600,000.00
	Clerk of Works Expenses				
E	Provide a Provisional Sum of **Three Million Six Hundred Thousand Only** for Clerk of works Expenses		ITEM		3,600,000.00
	Additional Foundations				
F	Provide a Provisional Sum of **Five Million Only** for Additional Foundations				5,000,000.00
	Landscapping				
G	Provide a Provisional Sum of **Twelve Million Only** for Landscapping		ITEM		12,000,000.00
	Furniture Costs				
H	Provide a Provisional Sum of **Eighteen Million Only** for Furniture		ITEM		18,000,000.00
	TOTAL FOR PRIME COST AND PROVISIONAL SUMS CARRIED TO MAIN SUMMARY			**Kshs.**	

ITEM	DESCRIPTION		KShs
	KISUMU COUNTY ASSEMBLY		
	PROPOSED COUNTY ASSEMBLY BUILDING		
	MAIN SUMMARY		
	SECTION	**PAGE NO**	
1	PARTICULAR PRELIMINARIES	63	
2	GENERAL PRELIMINARIES	74	
3	BUILDERS WORKS	BW/1	
4	PC AND PROVISIONAL SUMS	5/5	
	TOTAL CARRIED TO FORM OF TENDER		
	EMPLOYER **CONTRACTOR**		
	NAME…… NAME……..…..…….		
	…… ……..……...……		
	SIGNATURE…… SIGNATURE……...……..		
	ADDRESS…… ADDRESS……..…….. …….. ……		
	DATE……DATE……..……..……..		

EVALUATION CRITERIA

PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERERS	**RESPONSIVE/ NON RESPONSIVE YES / NO**
Indicate Eligible Tenderers: Firms registered in Kenya	
Eligible Source Countries: Only firms Registered in Kenya	
Tender Validity Period: The tender shall be valid for 90 days from the date of opening.	
Particulars of Eligibility and qualifications documents of evidence required. Copies of: • Certified copy of Certificate of Incorporation • Certified copy of Registration Certificate with the National Construction Authority in classes NCA 2 and above • Certified copy of Valid Tax Compliance Certificate • Valid PIN/VAT Certificates	
Indicate day, date and time for closing: ***……, 2021at 12.00 Noon***	
Tenderers are required to submit copies of the following MANDATORY DOCUMENTS which will be used during Preliminary Examination to determine responsiveness: 1. Certified copy of Certificate of Registration/Incorporation 2. Certified copy of a Valid Tax Compliance Certificate from KRA 3. Certified copy of Trade licence. 4. Certified copies of PIN and VAT certificate 5. Certified Audited Accounts for the last three years(2018, 2019 & 2020) 6. The tender must be authorized through signing by an authorized personnel and the prequalification submission form must be officially stamped. 7. Evidence of a working and reliable telephone/voice communication facility 8. The tenderer must not bid for tender(s) on items or services which they do not offer. 9. The tenderer's name must not be appearing in the Public procurement oversight authority's black list or a debarment list; and or any other list barring them from participating in public tenders. 10. The tenderer must have completed a project of over Five (500) million in the last five years duly signed and stamped 11. 10. The tenderer must complete the confidential Business Questionnaire as appropriate 12.The tenderer must have undertaken similar assignments (atleast a four storied building) in the last five years 13. A valid & notarized National Hospital Insurance Fund (NHIF) Compliance certificate. 14. A valid & notarized National Social Security Fund (NSSF) Compliance certificate. 15. Must be registered by the **National Construction Authority under class 2 and above.** 16. Must provide litigation history, if any. 17.Must have been in existence for the last 5 years. Provide evidence of the firms physical location. 18. Must submit at least five referees (give full contact details) 19.Must provide a letter authorizing the County to access your (tenderer's) financial records from your respective bankers. **Note; Certification must be done by Commissioner of Oaths**	

AT THIS STAGE, THE TENDERERS SUBMISSION WILL EITHER BE RESPONSIVE OR NON RESPONSIVE. THE NON RESPONSIVE WILL BE ELIMINATED FROM THE ENTIRE EVALUATION PROCESS AND WILL NOT BE CONSIDERED FURTHER. *Evaluation and Comparison of Tenders:* The following evaluation criteria shall be applied notwithstanding any other requirement in the tender documents. ***SELECTION PROCESS*** Below is a description of the evaluation steps that will be adopted. ***STEP 1 : PRELIMINARY EVALUATION*** This will be an elimination stage where each Tenderer's submission will be checked for completeness and compliance to the stated tender submission requirements as in the various paragraphs of the tender document. ***STEP 2 : TECHNICAL EVALUATION*** This will be done by comparing details of the works to be offered against the minimum requirements/technical specifications and confirming the same from the technical Literature/Specifications submitted. ***STEP 3: FINANCIAL EVALUATION*** This will include the following: a) Confirmation and considering Bills of Quantities duly completed and signed. b) Conducting a financial comparison c) Correction of arithmetical errors d) Subject to the outcome of the above processes, Due Diligence will be conducted by the Client on Tenderers who will have qualified for award.	
Award Criteria: Kisumu County Assembly is not bound to accept the lowest bid whatsoever. The tender will be awarded to the most responsive bidder based on their overall score in the technical and financial score after conduction of a due diligence exercise.	
Formula for Determining the Technical score: Technical score (actual final score/highest final score x 100)	

S/N	EVALUATION ATTRIBUTES	SCORE	MARKS	
T.S 1	**PHYSICAL FACILITIES** –Evidence of physical address - e.g. title deed/lease agreement/utility bills. -List of appropriate Equipment related to the Building and Constructions e.g. Ownership or possession of Equipment etc. -List of Fleet Capacity & Office/Service provided e.g. wireless radio, vehicles, motorcycles etc.	-5 marks -2 marks -2 marks	9 marks	
T.C 2	**FINANCIAL RESOURCES (SOLVENCY)** -Audited books of accounts for the last three years - Bank Statements for the last twelve months Applying Altman z-score for both financial years 1.8 or less 1.8 to 2.7 2.7 to 3.0 3.0 or higher	-2 marks -2 marks -0 marks -4 marks -6 marks -14 marks	18 marks	
T.S 3	EXPERIENCE -Over ten(10) years – 5-10 year – 0-5 years	-8 marks -5 marks -3 marks	-8 marks	
T.C 4	Company's Annual Turnover - Over 100 million - Below 100 million	-5 marks -2 marks	-5 marks	
T.C 5	Provide at least 5 clients and references to which the company has offered similar services in the last 3 years. Bidders must provide reference letters with the firm's letterhead, and that are duly signed and stamped by the relevant officer. Bidders must also use the format provided in Section 5: Schedule of Requirements.	Each client@ 8 marks, maximum 40- Points	-40 points	
T.C 6	**Company and Staff Profile** Managerial and Key Personnel Competency Profile - Provide Details of any relevant certifications and/or accreditations by principals or members of staff and attach copies of such certification. Such certification should be relevant to the work they do and the key skills for the services required. - Membership in professional body/association	-5 marks -5 marks	10 marks	

T.C 7	**Document Presentation** - Sanctity of tender document, Logically arranged, numbered with a table of contents neatly bound & giving ample evidence in terms of content	-5 marks	5 marks	
T.C 8	**Bid Bond** **-**Submission of the correct calculated bid bond that is 2% of the total tender sum	-5 marks	5 marks	
	TOTAL SCORE		100 Marks	
	CUT OFF MARKS		70 Marks	
	Formula for Determining the Technical score: Technical score (actual final score/highest final score x 100)			

Only bidders who score **70 marks** and above will be subjected to financial evaluation. Those who score **below 70 marks** will be eliminated at this stage from the entire evaluation process and will not be considered further.

The technical score shall carry a weight of 0.7

Financial score (F.S.) Formula for Determining the Financial Score:

Financial score = (lowest total Contract sum / actual total Contract sum under consideration x 30).

The Financial score will carry a weight of **0.3**. Bids will be ranked according to their combined weighted technical and financial scores.

The Lowest Evaluated and most responsive Bid amongst the bidders with the highest combined financial and technical score will be recommended for award based on competitiveness of each individual lot.

SECTION NO. 5 SCHEDULE OF REQUIREMENTS

Potential bidders are required to submit details of at least five (5No.) organizations where they have undertaken similar services in the format given below. This is so that references may be obtained.

No.	CONTRACT INFORMATION	DETAILS
1	Company Name	
	Name of Contact person	
	Designation	
	Telephone/Mobile Number	
	E-mail address	
2	Company Name	
	Name of Contact person	
	Designation	
	Telephone/Mobile Number	
	E-mail address	
3	Company Name	
	Name of Contact person	
	Designation	
	Telephone/Mobile Number	
	E-mail address	
4	Company Name	
	Name of Contact person	
	Designation	
	Telephone/Mobile Number	
	E-mail address	
5	Company Name	
	Name of Contact person	
	Designation	
	Telephone/Mobile Number	
	E-mail address	

Ensure you provided reference letters for **ALL** the above organizations, **duly signed** and **stamped** by the relevant officer.

The reference letters **MUST** be on the organization's letterhead.

REPUBLIC OF KENYA

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO……OF……20……..

BETWEEN

…….APPLICANT

AND

…….RESPONDENT *(Procuring Entity*)

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

REQUEST FOR REVIEW

I/We……,the above named Applicant(s), of address: Physical address……Fax No……Tel. No……..Email ……, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:-1.

2.

etc.

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

1.

2.

etc

SIGNED ……(Applicant)

Dated on……day of ……/…20…

FOR OFFICIAL USE ONLY

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

SIGNED

Board Secretary