

# REPUBLIC OF KENYA



**KASARANI NATIONAL GOVERNMENT CONSTITUENCY**

**DEVELOPMENT FUND**

**BILLS OF QUANTITIES**

**FOR**

**THE PROPOSED CONSTRUCTION OF A BIODIGESTER AT TREE SIDE  
SPECIAL SCHOOL IN KASARANI CONSTITUENCY-NAIROBI**

**TENDER NO: KAS/NG-CDF/015/020/021**

**ISSUED BY;**

**STATE DEPARTMENT FOR PUBLIC WORKS  
SUBCOUNTY WORKS OFFICE  
KASARANI, NAIROBI REGION  
P.O. BOX 42267  
NAIROBI**

**2021**

## **CONTENTS PAGE**

CONTENTS PAGE .....	1
DEFINITIONS.....	2
SIGNATURE PAGE.....	3
SECTION A: STANDARD FORMS.....	4-5
SITE VISIT CLEARANCE FORM.....	6
FORM OF TENDER .....	7
LETTER OF ACCEPTANCE.....	8
FORM OF AGREEMENT .....	8-9
FORM OF TENDER SECURITY .....	10
FORM OF PERFORMANCE BANK GUARANTEE.....	11
CONFIDENTIAL BUSINESS QUESTIONNAIRE.....	12-13
SECTION B: INSTRUCTIONS TO TENDERERS.....	23-31
SECTION C: APPENDIX TO INSTRUCTIONS TO TENDERERS.....	32
SECTION D: CONDITIONS OF CONTRACT.....	33-44
SECTION E: APPENDIX TO CONDITIONS OF CONTRACT.....	45-52
SECTION F: PARTICULAR PRELIMINARIES.....	58 – 65
SECTION G: GENERAL PRELIMINARIES.....	67 – 79
SECTION H: MEASURED BUILDERS WORK.....	NIL
SECTION I: ELECTRICAL.....	NIL
SECTION J: MECHANICAL.....	MBQ1-MBQ3
SECTION K: PRIME COST & PROVISIONAL SUMS.....	(.PS/1)
SECTION L: GRAND SUMMARY.....	(GS/1)

# DEFINITIONS

The following terms and expressions used in the contract document shall have the following meanings:

- |                           |   |   |
|---------------------------|---|---|
| The Employer              | - | <b>The NG-CDF Funds Manager,<br/>KASARANI Constituency</b>  |
| Project Manager:          | - | Regional Works Officer. Nairobi Region<br>State Department of Public Works<br>P. O. Box 42267, NAIROBI      |
| Architect                 | - | Regional Architect<br>State Department of Public Works<br>P. O. Box 42267, NAIROBI                          |
| Quantity Surveyor         | - | Regional Quantity Surveyor<br>State Department of Public Works<br>P.O. Box 42267<br>NAIROBI                 |
| Employer's Representative | - | Shall mean the Project Manager<br>(Replacing DR) who in this case is the<br>Regional Works Officer -Nairobi |

# **REPUBLIC OF KENYA**

**MINISTRY OF PUBLIC WORKS**

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**TENDER NO: KAS/NG-CDF/015/020/021**

Issued by:

**REGIONAL WORKS OFFICER  
KASARANI SUBCOUNTY  
STATE DEPARTMENT FOR PUBLIC WORKS  
P. O. BOX 42267  
NAIROBI.**

### **SPECIAL NOTES**

The contractor is required to check the number of pages of these Bills of Quantities and should he find any missing or duplicate, or figures indistinct, he must inform the Regional Works Officer, State Department of Public Works, Machakos Road Nairobi, Nairobi Regional at once and have the same rectified.

Further, should the contractor be in doubt about the precise meaning of any item or figure for reason any whatsoever, he must inform the Regional Works Officer, State department for Public Works, Machakos Road Nairobi, in order that the correct meaning may be decided before the date of Submission of tenders.

No liability will be admitted nor claim allowed in respect of the errors in the contractors' tender due to mistakes in the specification that should have been rectified in the manner described above.

**SECTION A**  
STANDARD FORMS

## **STANDARD FORMS**

1. Form of Invitation to Tender
2. Site Visit Certification Form
3. Form of Tender
4. Form of Agreement
5. Form of Tender Security
6. Form of Performance Bank Guarantee
7. Confidential Business Questionnaire
8. Tender Questionnaire.
8. Key Personnel.
10. Schedule of Contracts completed in the last five (5) years.
11. Schedule of on-going projects.
12. Evidence of Financial Resources to Meet Qualification Requirements.
13. Bidders Bank Information
14. Details of Litigation or Arbitration Proceedings.
15. Proposed Works Programme
16. Schedule of Major Items of Contractor's equipment proposed for carrying out the works
- 17 Anti corruption declaration.

### **NOTE:**

Tenderers must duly fill these Standard Forms where applicable as a mandatory requirement as they will form part of the evaluation criteria.

**SITE VISIT CERTIFICATION FORM**

I.....(Name of Client/Client Representative) of  
..... (Name Of  
Department)

do hereby certify that.....  
(Name of tender/tenderers representative)

of.....(Name of  
bidding firm and address)

Have actually visited the site for the proposed.....  
.....  
(Name of proposed works for which bids are invited)

This.....day of.....month.....202.....

.....  
**Signature**

.....  
**Official Stamp**

**Declaration (by Tenderer)**

I..... (Name of tenderer)  
Do hereby declare that I have visited the site for the proposed works and that I am  
satisfied/not satisfied with the (delete as appropriate) information gathered.

.....  
**Signature**

.....  
**Date**

.....  
**Official Stamp**

# FORM OF TENDER

TO: \_\_\_\_\_ [Name of Employer] \_\_\_\_\_ [Date]  
\_\_\_\_\_ [Name of Contract]

Dear Sir,

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

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

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

duly authorized to sign tenders for and on behalf of  
\_\_\_\_\_ [Name of Tenderer] of  
\_\_\_\_\_ [Address of Tenderer]

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

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

# FORM OF AGREEMENT

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_  
between \_\_\_\_\_ of [or whose registered  
office is situated at] \_\_\_\_\_  
(hereinafter called “the Employer”) of the one part AND  
\_\_\_\_\_ of [or whose registered  
office is situated at] \_\_\_\_\_  
(hereinafter called “the Contractor”) of the other part.

WHEREAS THE Employer is desirous that the Contractor executes

\_\_\_\_\_ *(name and identification number of Contract )* (hereinafter called “the Works”) located  
at \_\_\_\_\_ *[Place/location of the Works]* and the Employer has  
accepted the tender submitted by the Contractor for the execution and completion  
of such Works and the remedying of any defects therein for the Contract Price of  
Kshs \_\_\_\_\_ *[Amount in figures]*, Kenya  
Shillings \_\_\_\_\_ *[Amount in words]*.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.
  - (i) Letter of Acceptance
  - (ii) Form of Tender
  - (iii) Conditions of Contract Part I
  - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
  - (v) Specifications
  - (vi) Drawings
  - (vii) Priced Bills of Quantities/Priced Schedule of Rates [whichever is applicable]
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

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

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

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

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

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

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

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

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

Address \_\_\_\_\_

Signature \_\_\_\_\_

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

Address \_\_\_\_\_

Signature \_\_\_\_\_

**FORM OF TENDER SECURITY (SAMPLE do not fill)**

WHEREAS .....(hereinafter called "the Tenderer") has submitted his tender dated ..... for the construction of .....  
..... (name of Contract)

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

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers  
Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

\_\_\_\_\_  
[date]

\_\_\_\_\_  
[signature of the Bank]

\_\_\_\_\_  
[witness]

\_\_\_\_\_  
[seal]

**PERFORMANCE BANK GUARANTEE (SAMPLE do not fill)**

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

Dear Sir,

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

*Part 1 - General*

Business Name .....

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

Plot No..... Street/Road .....

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

Nature of Business.....

Current Trade Licence No..... Expiring date.....

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

Name of your bankers.....

Branch.....

*Part 2 (a) - Sole Proprietor*

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

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

\*Citizenship details .....

*Part 2 (b) - Partnership*

Give details of partners as follows:

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

**Part 2(c) - Registered Company:**

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name in full .    Nationality.    Citizenship Details\*.    Shares.

1.....

2.....

3.....

4.....

**Part 2(d) - Interest in the Firm:**

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

I certify that the information given above is correct.

.....  
(Title)

.....  
(Signature)

.....  
(Date)

- Attach proof of citizenship

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/Fax 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

**KEY PERSONNEL**

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

<b>POSITION</b>	<b>NAME</b>	<b>YEARS OF EXPERIENCE (GENERAL )</b>	<b>YEARS OF EXPERIENCE IN PROPOSED POSITION</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

**I certify that the above information is correct.**

.....  
**Title**

.....  
**Signature**

.....  
**Date**

**CONTRACTS COMPLETED IN THE LAST FIVE (5) YEARS**

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

<b>PROJECT NAME</b>	<b>NAME OF CLIENT</b>	<b>TYPE OF WORK AND YEAR OF COMPLETION</b>	<b>VALUE OF CONTRACT (Kshs.)</b>

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

.....

.....

.....

**Title**

**Signature**

**Date**

**SCHEDULE OF ON-GOING PROJECTS**

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

<b>PROJECT NAME</b>	<b>NAME OF CLIENT</b>	<b>CONTRA CT SUM</b>	<b>% COMPLE TE</b>	<b>COMPLETIO N DATE</b>

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

.....

**Title**

.....

**Signature**

.....

**Date**

**EVIDENCE OF FINANCIAL RESOURCES TO MEET QUALIFICATION  
REQUIREMENTS**

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

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

**BIDDERS BANK INFORMATION**

**(This should be for banks that may provide reference if contacted by the employer)**

<b>NAME OF BANK</b>	<b>BANK BRANCH</b>	<b>ACCOUNT NAME</b>	<b>ADDRESS</b>	<b>TELEPHONE</b>

**DETAILS OF LITIGATION OR ARBITRATION PROCEEDINGS IN WHICH THE TENDERER HAS BEEN INVOLVED AS ONE OF THE PARTIES IN THE LAST 5 YEARS**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_
10. \_\_\_\_\_

**PROPOSED WORKS PROGRAMME**

**(Bidders to Propose Works Programme in form of a Bar Chart covering the whole of the Contract Period indicating their proposed Contract Completion Period)**

**SCHEDULE OF MAJOR ITEMS OF CONTRACTOR'S EQUIPMENT PROPOSED  
FOR CARRYING OUT THE WORKS**

<b>ITEM OF EQUIPMENT</b>	<b>DESCRIPTION, MAKE AND AGE (Years)</b>	<b>CONDITION (New, good, poor) and number available</b>	<b>OWNED, LEASED (From whom?), or to be purchased (From whom?)</b>

## Anti-corruption declaration commitment

### MEMORANDUM ( FORMAT )

Clause 41, 62 and 66 of Kenya Public Procurement and Asset Disposal Act (PPADA) 2015 This company \_\_\_\_\_ (*name of company*) has issued, for the purposes of this tender, a Compliance Program copy attached -which includes all reasonable steps necessary to assure that the No-bribery commitment given in this statement will be complied with by its managers and employees, as well as by all third parties working with this company on the public sector projects or contract including agents, consultants, consortium partners, subcontractors and suppliers')"

We also confirm that we have not been debarred from participating in Public Procurement Proceedings.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

## **SECTION B**

# **INSTRUCTION TO TENDERERS**

## INSTRUCTIONS TO TENDERERS

### CONTENTS PAGE

<b>CLAUSE</b>	<b>PAGE.</b>
1. GENERAL -----	26
2. TENDER DOCUMENTS -----	27
3. PREPARATION OF TENDERS -----	27-28
4. SUBMISSION OF TENDERS -----	28-29
5. TENDER OPENING AND EVALUATION -----	29-30
6. AWARD OF CONTRACT -----	30-31

## **INSTRUCTIONS TO TENDERERS.**

### **1. General**

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.
- 1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
  - (a) copies of certificates of registration, and principal place of business;
  - (b) total monetary value of construction work performed for each of the last two years;
  - (c) experience in works of a similar nature and size for each of the last two years, and clients who may be contacted for further information on these contracts;
  - (d) major items of construction equipment owned;
  - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
  - (f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
  - (g) authority to seek references from the Tenderer's bankers.
- 1.3 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.4 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.

## **2. Tender Documents**

- 2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 herebelow:-
- (a) These instructions to Tenderers
  - (b) Form of Tender
  - (c) Conditions of Contract and Appendix to Conditions of Contract
  - (d) Specifications
  - (e) Drawings
  - (f) Bills of Quantities/Schedule of Rates (whichever is applicable)
  - (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.
- 2.3 A prospective Tenderer 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 respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 herebelow.

## **3. Preparation of Tenders**

- 3.1 All documents relating to the tender and any correspondence shall be in English Language.
- 3.2 The tender submitted by the Tenderer shall comprise the following:-
- (a) The Tender;
  - (b) Tender Security;

- (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
  - (d) Any other materials required to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.
- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of 90 days from the date of submission. However in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

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

- 4.1 The tender duly filled and sealed in an envelope shall;-
- (a) be addressed to the Employer at the address provided in the invitation to tender;
  - [b] bear the name and identification number of the Contractor as defined in the invitation to tender; and
  - [c] provide a warning not to open before the specified time and date for tender opening.
- 4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to

tender.

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

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

- 4.4 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.
- 4.5 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

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

- 5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.
- 5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
  - (b) where there is a discrepancy between the unit rate rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.

- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
- (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
- (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
- (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.

5.5 To assist in the examination, evaluation, and comparison of tenders; A substantially responsive tender is one which is within the margin of 10% of the Attendant Bill estimate. The Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.

5.6 The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

## **6. Award of Contract**

6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.

6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award

of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.

- 6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the “Letter of Acceptance”) will state the sum [hereinafter and in all Contract documents called the “Contract Price” which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The notification of award will constitute the formation of the Contract, subject to the Tenderer furnishing the Performance Security and signing the Contract Agreement.
- 6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt ,the successful Tenderer will sign the Agreement and return it to the Employer.
- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.

## **APPENDIX TO SECTION B**

1. For purposes of Instruction number 1.2 (a) in the Standard Instruction to Tenderers, tenderers shall be required to have been registered with National Construction Authority and Commissioner of VAT.

## **SECTION C**

### **CONDITIONS OF CONTRACT**

# CONDITIONS OF CONTRACT

	<b>Table of Clauses</b>	<b>Page</b>
1.	DEFINITIONS.....	35-36
2.	CONTRACT DOCUMENTS.....	36
3.	EMPLOYER'S REPRESENTATIVE'S DECISIONS.....	37
4.	WORKS, LANGUAGE AND LAW OF CONTRACT.....	37
5.	SAFETY, TEMPORARY WORKS AND DISCOVERIES.....	37
6.	WORK PROGRAM AND SUB-CONTRACTING.....	37
7.	THE SITE.....	37-38
8.	INSTRUCTIONS.....	38
9.	EXTENSION OF COMPLETION DATE.....	38-39
10.	MANAGEMENT MEETINGS.....	39
11.	DEFECTS.....	39-40
12.	BILLS OF QUANTITIES/SCHEDULE OF RATES.....	40
13.	VARIATIONS.....	40
14.	PAYMENT CERTIFICATES AND FINAL ACCOUNT .....	40-41
15.	INSURANCES .....	41
16.	LIQUIDATED DAMAGES.....	41-42
17.	COMPLETION AND TAKING OVER.....	42
18.	TERMINATION.....	42
19.	PAYMENT UPON TERMINATION.....	42-43
20.	CORRUPT GIFTS AND PAYMENTS OF COMMISSION.....	43
21.	SETTLEMENT OF DISPUTES.....	43-44

# CONDITIONS OF CONTRACT

## 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

**“Employer”** Includes Central or Local Government administration, Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

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

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

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

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

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

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

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

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

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

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

## **2. Contract Documents**

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

- (1) Agreement,
- (2) Letter of Acceptance,
- (3) Contractor’s T-ender,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,
- (7) Bills of Quantities or Schedule of Rates [whichever is applicable]

### **3. Employer's Representative's Decisions**

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

### **4. Works, Language and Law of Contract**

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

### **5. Safety, Temporary works and Discoveries**

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

### **6 Work Program and Sub-contracting**

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

### **7 The site**

- 7.1 The Employer shall give possession of all parts of the Site to the Contractor.
- 7.2 The Contractor shall allow the Employer's Representative and any other person authorised by the Employer's Representative ,access to the Site

and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

## **8 Instructions**

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

## **9 Extension of Completion Date**

- 9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.
- 9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;  
Delay by:-
- (a) force majeure, or
  - (b) reason of any exceptionally adverse weather conditions, or
  - (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
  - (d) reason of the Employer's Representative's instructions issued under these Conditions, or
  - (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
  - (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
  - (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
  - (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance

with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or

- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) delay in receiving possession of or access to the Site.

## **10 Management Meetings**

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

## **11 Defects**

- 11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.
- 11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect

within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

## **12 Bills of Quantities/Schedule of Rates**

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

## **13 Variations**

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

## **14 Payment Certificates and Final Account**

- 14.1 The Contractor shall be paid after each of the following stages of Work listed herebelow (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.

- (i) Advance payment \_\_\_\_\_ (*percent of Contract Price, [after Contract execution] to be inserted by the Employer*).
- (ii) First stage (*define stage*) \_\_\_\_\_
- (iii) Second stage (*define stage*) \_\_\_\_\_
- (iv) Third stage (*define stage*) \_\_\_\_\_
- (v) After defects liability period .

14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application .The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.

14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

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

**15. Insurance**

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

**16. Liquidated Damages**

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

## **17. Completion and Taking Over**

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

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

## **18. Termination**

18.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;

- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's Representative;
- (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in subclauses 14.2 and 14.3 hereabove.
- (d) the Employer's Representative gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time.

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

## **19. Payment Upon Termination**

- 19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.
- 19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.
- 19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefor the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

## **20. Corrupt Gifts and Payments of Commission**

- 20.1 The Contractor shall not;
- (a) Offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.
  - (b) Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

## **21. Settlement of Disputes**

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

# APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name of Employer:

**The NG-CDF MANAGER,  
KASARANI CONSTITUENCY**

The name (and identification number) of the Contract is **THE PROPOSED CONSTRUCTION OF A BIODIGESTER AT TREE SIDE SPECIAL SCHOOL IN KASARANI CONSTITUENCY-NAIROBI**

***TENDER NO: KAS/NG-CDF/015/020/021.....***

The Start Date shall be as **Instructed by the Project Manager**

The Intended Completion Date for the whole of the Works is: 12 Weeks from the Date of Commencement

The following documents also form part of the Contract:

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The Site Possession Date shall be **as instructed by Project Manager**

The Site is located at .....  
And is defined in drawings nos. \_\_\_\_\_

The Defects Liability Period is \_\_\_\_\_ **180** \_\_\_\_\_ days.

The Price Adjustment Clause **SHALL NOT** apply

Amount of Tender Security is **Kshs.....**Note: This amount should be between one (1) percent and three (3) percent of the value of the Works)

The name and Address of the Employer for the purposes of submission of tenders is...**as indicated in the invitation letter**.....

The tender opening date and time is **as in invitation letter**

**TENDER EVALUATION CRITERIA**

The following criteria will be used in the evaluation of all bids. The submission of the required documents will be used in the determination of the Completeness and Suitability of the Bid. Bids that do not contain all the information required will be declared non-responsive and shall not be evaluated further.

**STAGE 1: PRE-LIMINARY EVALUATION**

No.	Completeness and Responsiveness Criteria	Requirement
1.	Form of Tender	~ Amount must be indicated ~ Properly fill and sign
2.	Bid Bond (Tender Security)	NIL ~
3.	Confidential Business Questionnaire	~ Properly filled, sign and stamped ~ Provide all required information ~ copy of Form CR12
4.	Form of Power of Attorney	Provide a written power of attorney which shall accompany the tender if the signatory to the tender is not a director of the company as per form CR 12.
5.	Valid Tax Compliance Certificate	~ Provide a Valid Copy
6.	Valid Business Permit/ Trade License	~ Copy of Single Business Permit/Trade License
7.	Registration with National Construction Authority	~ <b>Category NCA 7 and above</b> , Building Works
8.	Certificate of Incorporation	~ Copy of certificate
9	Anti-corruption declaration commitment/Debarment	Submit a Signed Declaration statement that the firm will not be involved in corrupt or fraudulent practices and it has NOT been debarred by Public Procurement Regulatory Authority (PPRA).
10	Copy of Bid Document	~ no copy
11	Serialization of pages by bidders for each Bid submitted	It should be done page by page in progressive manner

- i) Proof of authorization shall be furnished in the form of a **written power of attorney** which shall accompany the tender if the signatory to the tender is not a director of the company (**Provide name and attach proof of citizenship of the signatory to the Tender**).

***NB: ~ A tenderer who fails to meet the mandatory requirements shall be disqualified from further evaluation.***

**Note:**

- a) The bid security shall be in accordance with clauses 13 and 23.2 of Instruction to Tenderers which states as follows:
- *Clause 13.1 of Instruction to Tenderers,* “the tenderers shall furnish as part of his tenders a Bid surety in the amount stated in the tender document in the Appendix to Instructions to Tenderers”.
  - *Clause 13.2 of Instruction to Tenderers,* “the unconditional Tender surety shall be in Kenya shillings and be in form of a certified cheque, bank draft, an irrevocable letter of credit or a guarantee from a reputable Bank/ Insurance approved by **PPRA** located in **the Republic of Kenya**. The format of the surety shall be in accordance with the sample form included in the tender documents and the tender surety shall be valid for **150 days** from the date of tender opening”.
  - *Clause 23.2 of Instruction to Tenderers:* “For the purposes of this clause, a substantially responsive tender is one which conforms to all terms and condition and specifications of the tender document without material deviation or reservation and has a valid Bank/Insurance guarantee”.
- b) The employer/procuring entity may seek further clarification/confirmation if necessary to confirm authenticity/compliance of any condition of the tender. Further, in case of a discrepancy between the amounts stated in the appendix to instruction to tenderers and the one stated in the advertisement or invitation letter, the bid security shall be taken as the amount in the advertisement/ letter of invitation.

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

## STAGE 2: TECHNICAL EVALUATION

### Stage II (A): ~ Technical Evaluation Stage

The following criteria will be used in the evaluation of all bids. The submission of the required documents will be used in the determination of the Completeness and Suitability of the Bid. Bids that do not contain all the information required will be declared non-responsive and shall not be evaluated further

#### Stage II -Technical Evaluation Criteria

No	Parameter	Max Points
1	Presentation of Bid Document	2
2	Key Personnel	15
3	Contract Completed in the last Five (5) Years	15
4	Schedule of on-going projects	10
5	Schedule of contractors equipment	5
6(a)	Audited Financial Report for the last 2 years (2018& 2019)	10
(b)	Evidence of Financial Resources	10
(c)	Name, Address and Telephone of Banks	3
7	Litigation History	5
8	Compliance to project completion time	10
9	Provision of detailed work program and Methodology	10
10	Firm Reputation	5
	<b>TOTAL</b>	<b>100</b>

A bidder scoring less than 70% shall not be considered technically responsive and therefore shall not be considered for financial evaluation.

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

Item	Description	Raw Points Scored	Max Points
1	<b>Presentation and Response</b> :- This includes binding the documents, neat presentation, separation and arrangement of requested information and general response to all requirements		2
2	<b>Key Personnel</b>		
	Attach Evidence i.e. CVs and copies of <u>Academic Certificates</u> for staff. The site staff shall possess minimum levels set below:		15
<b>a</b>	<b>Director of the firm</b>		
i	• Holder of degree in relevant Engineering field -		4
ii	• Holder of diploma in relevant Engineering field -----		3
iii	• Holder of certificate in relevant Engineering field-----		2
iv	• Holder of trade test certificate in relevant Engineering field--		1
v	• No relevant certificate		0
<b>b</b>	<b>2No. Degree/Diploma holders of key personnel in relevant technical field. (Engineering, Architectural, quantity surveyor etc.)</b>		
i	With over 4 years in relevant field		4
ii	With over 3 years in relevant field		3
iii	With under 2 years in relevant field		2
<b>c</b>	<b>2 No. certificate holder of key personnel in relevant field.</b>		
i	With over 4 years in relevant field		4
ii	With over 3 years in relevant field		3
iii	With under 2 years in relevant field		2
<b>d</b>	<b>3 No. artisan (trade test certificate in relevant field)</b>		
i	Artisan with over 3 years' experience in relevant field		3
ii	Artisan with under 2 years' experience in relevant field		2
3	<b>Provide Evidence of at least TWO projects of Relevant Contracts completed in the last Five (5) years i.e. Copies of contract agreements/ Completion certificates, LPOs/ LSOs</b>		15
<b>a</b>	Above Kshs. 1 Million (7.5 marks for each projects)		
<b>b</b>	Kshs 0.5 Million - (5 marks for each project)		
<b>c</b>	Kshs 0.2 Million - (2 mark for each project)		
4	<b>TWO on-going projects and their values Provide Evidence</b>		10
5	<b>Schedule of contractors equipment and transport (proof or evidence of ownership/Lease)</b>		
	The Bidder must indicate the core equipment necessary for undertaking the project together with proof ownership or lease arrangements) <b>Equipment's/Plant</b>		5
6	<b>Financial report</b>		
	<b>Audited financial report (last three (3) years)</b>		10
a	Provide Audited Accounts for 2018 and 2019 - (5 Mks)		5

Item	Description	Raw Points Scored	Max Points
i	Average Annual Turn-over equal to or greater than the annual Expected Turnover of the project		5
ii	Average Annual Turn-over above 50% but below 100% of the cost of the project		4
iii	Average Annual Turn-over below 50% of the cost of the project		3
	<b><u>NB:- capacity to have a cash flow equivalent to 20% of the tender sum</u></b>		
<b>b</b>	Evidence of Financial Resources (cash in hand, lines of credit, over draft facility, etc.)		10
i	Has financial resources to finance the projected <b>monthly cash flow*</b> for three months		10
ii	Has financial resources equal to the projected <b>monthly cash flow*</b>		8
iii	Has financial resources less the projected <b>monthly cash flow*</b>		5
iv	Has not indicated sources of financial resources		0
<b>c</b>	Name, Address and Telephone of Banks		3
<b>7</b>	<b>Litigation History</b>		5
	Duly Filled - 5		5
	Not filled - 0		0
<b>8</b>	<b>Compliance to Project completion time</b>		10
i	12weeks and below		10
ii	Between 13-16 weeks		8
iii	Above 16 weeks		5
<b>9</b>	Provision of detailed work program and methodology		10
<b>10</b>	<b>Firm Reputation:- Proof of Satisfactory Service:-</b> Submit letters of reference from major clients, , (2.5marks per letter)		5
	<b>TOTAL</b>		<b>100</b>

NB: - A bidder scoring less than 70% shall not be considered technically responsive and therefore shall not be considered for financial evaluation.

### **STAGE III - FINANCIAL EVALUATION**

The Tenderers who qualify under Technical Evaluation will have their Financial Bid evaluated and the lowest responsive bid submitted after analysis shall have their tender considered for award.

The evaluation shall be in **three stages**

- a) Determination of Arithmetic errors
- b) Comparison of Rates; and
- c) Consistency of the Rates.

#### **A) Determination of Arithmetic Errors**

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

- i) 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 Bills of Quantities, the amount as stated in the Form of Tender shall prevail. Pursuant to Section 82 of the Public Procurement and Asset Disposal Act 2015, the tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity;
- ii) Error correction factor shall be computed by expressing the difference between the amount and the corrected tender sum as a percentage of the corrected contract works (i.e. corrected tender sum less P.C; and Provisional Sums);
- iii) The Error correction factor shall be applied to all contract works (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

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

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

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

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

obligations would be limited in a substantial way.

(iv)

**C) Consistency of the Rates**

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

**STAGE 4 - RECOMMENDATION FOR AWARD**

The bidder with the lowest evaluated bid shall be recommended for award.

**STAGE V - DUE DILIGENCE**

The Evaluation Committee may agree to conduct a post qualification evaluation to the **MOST RESPONSIVE CONTRACTOR** on projects done and also to ascertain the above information given.

# **PREAMBLES AND PRICING NOTES**

## **PREAMBLES AND PRICING NOTES**

### **A. GENERALLY**

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

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

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

### **C.**

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

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

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

### **D. CARPENTRY**

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

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

Prices must also include for all nails and fasteners.

### **A. JOINERY**

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

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

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

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

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

## **B. IRONMONGERY**

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

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

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

## **C. STRUCTURAL STEELWORK**

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

### **A. PLASTERWORK AND OTHER FINISHES**

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

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

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

## **B. GLAZING**

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

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

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

## **C. PAINTING**

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.

# **PARTICULAR PRELIMINARIES**

ITEM	DESCRIPTION	AMOUNT
	<p style="text-align: center;"><b><u>PARTICULAR PRELIMINARIES</u></b></p> <p><b>A EMPLOYER</b></p> <p>The “Employer” is  <b>NG-CDF KASARANI</b>  P.O.BOX -00100 NAIROBI.</p> <p>The term "Employer" and "Government" wherever used in the contract document shall be synonymous</p> <p><b>B DESCRIPTION OF THE WORKS</b></p> <p>The works to be carried out under this contract comprise  <b>construction of foul water drainage works, a biodigester and associated leech field.</b></p> <p><b>C LOCATION OF SITE</b></p> <p><b>The site of the proposed works at TREESIDE SPECIAL SCHOOL-KASARANI ,NAIROBI</b></p> <p>The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor’s failure to do so will be entertained.</p>	
	<b>Total carried to collections</b>	

ITEM	DESCRIPTION	AMOUNT
<p><b>A CLEARING AWAY</b></p> <p>The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager.</p> <p>The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.</p> <p><b>B WORKING CONDITIONS</b></p> <p>These offices are currently occupied and the contractor shall allow for disruption of works and pollution control</p> <p>The contractor must allow for compliance with all County &amp; Civic Authority laws &amp; regulations</p> <p><b>C CLAIMS</b></p> <p>It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claims shall be entertained upon the expiry of the said contract period.</p> <p><b>D LABOUR CAMPS</b></p> <p>The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.</p>		
	<b>Total carried to collections</b>	

ITEM	DESCRIPTION	AMOUNT
A	<p><b>PRICING RATES</b></p> <p>The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities.</p> <p><b>Items for which no rate or price is entered by the tenderer shall be deemed to be covered in the rates and prices of the priced items in the Bill of Quantities.</b></p> <p>The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.</p> <p>Prices quoted should be in Kenya shillings inclusive of all taxes except V.A.T which will be inserted at the grand summary.</p> <p>Prices shall remain valid for one hundred and Twenty (120) days from the closing date of tender.</p> <p><b>B MATERIALS FROM DEMOLITIONS</b></p> <p>Any materials arising from demolitions SHALL NOT BE re-used and shall become the property of the client unless otherwise advised.</p> <p><b>C URGENCY OF THE WORKS</b></p> <p>The Contractor is notified that these “works are urgent” and should be completed within the period stated in Particular Preliminaries. The Contractor shall allow in his rates for any costs he may incur by having to complete the works within the stipulated contract period.</p> <p><b>D PAYMENT FOR MATERIALS ON SITE</b></p> <p>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 sub-Contractors .</p>	
	<b>Total carried to collections</b>	

ITEM	DESCRIPTION	AMOUNT
	<p><b>A ADVANCE PAYMENTS</b> The tenderer's attention is drawn to the fact that the Government does not make advance payments.</p> <p><b>B EXISTING SERVICES</b>  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 shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.</p> <p><b>C MEASUREMENTS</b> In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall 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.</p> <p><b>D VALUE ADDED TAX</b> The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1<sup>st</sup> September, 1993 which requires payment of VAT on all contracts. In accordance with Government public notice No. 35 &amp; 36 Dated 11th September 2003 operational from 1st October 2003, withholding VAT was to be levied against the contract sum by the Employer and remitted to the Commissioner of VAT through all interim certificates.</p> <p><b>E THE CURRENT LAWS ON THIS SUBJECT SHALL APPLY</b>  The contractor should include his taxes in the <b>rates</b> and <b>NOT</b> in the <b>Grand Summary page</b>.</p>	
	<b>Total carried to collections</b>	

ITEM	DESCRIPTION	AMOUNT
	<b><u>SPECIAL PRELIMINARIES</u></b>	
	<b><u>TRANSPORT &amp; SUBSISTENCE</u></b>	
A	Allow PROVISIONAL SUM of Kenya Shillings Eighty THOUSAND (KShs.80,000.00) only for transport charges & Subsistence allowance to be expended as directed by the PM	
B	Allow for profits and attendance	
	<b><u>PROJECT MANAGER'S EXPENSES &amp; STATIONERY</u></b>	
E	Provisional sum of Kenya shillings..... only for Project Manager's Project management expenses & stationery	nil
F	Allow for profits and attendance ----- %	nil
	<b>Total carried to collections</b>	-



ITEM	DESCRIPTION	AMOUNT
	<u>COLLECTION</u>	
	Brought forward from page PP/1	
	Brought forward from page PP/2	
	Brought forward from page PP/3	
	Brought forward from page PP/4	
	Brought forward from page PP/5	-
	Brought forward from page PP/6	
	<b>TOTAL CARRIED TO GRAND SUMMARY</b>	-

# **GENERAL PRELIMINARIES**

ITEM	DESCRIPTION	AMOUNT
	<p style="text-align: center;"><b><u>GENERAL PRELIMINARIES</u></b></p> <p><b>A. PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES</b></p> <p>Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification.</p> <p>The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.</p> <p>Failure to price an item shall not exempt the contractor from carrying out works described therein.</p> <p>Should the contractor fail to carry out works which he/she did not price and after having received a written instruction from the PM, then the value of such works shall be deducted from the very immediate certificate issued to the contractor.</p> <p><b>MoPW current rates, JBC, IQSK, manufacturers or fair rates shall be used by the PM in valuation of unpriced items which the contractor shall fail to execute.</b></p> <p>The contractor is advised to read and understand all preliminary items.</p> <p>The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained.</p> <p><b>B FORM OF CONTRACT</b></p> <p>The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works(2006 Edition) included herein The Conditions of Contract are also included herein <b>Conditions of Contract</b> These are numbered from 1 to 37 as set out in pages 20 to 48 of these tender documents.Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities</p>	
	<b>Total carried to collections</b>	

ITEM	DESCRIPTION	AMOUNT
<p><b>A FIRM PRICE CONTRACT</b></p> <p>Unless otherwise specifically stated in the Contract Data and/or Particular preliminaries this is a firm price contract and the contractor must allow in his tender rates for any increase in the cost of labour and/or materials during the currency of the contract.</p> <p><b>B VISIT SITE AND EXAMINE DRAWINGS.</b></p> <p>The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.</p> <p><b>C PERFORMANCE BOND</b></p> <p>5% bond shall be required from the specified institution</p> <p>The period for supplying the bond shall be 14 days.</p> <p>No contract shall be signed, NOR shall any payment be made before the bidder has complied with the bond requirements</p> <p>Failure to deliver the bond within the specified period shall automatically disqualify the bidder and the tender shall be awarded to next most responsive bidder without reference to the defaulting bidder.</p> <p>Should the bidder commence works and subsequently fail to provide the bond, he shall be evicted from site without any reimbursement notwithstanding the site having been handed over by the PM and client. The handing over only kickstarts the process and is not a waiver to bond conditions.</p> <p>The bond for the due performances of the Contract shall be valid up to the date of completion as certified by the PROJECT MANAGER</p> <p>Any bond which provides otherwise or attempts to vary the duration of validity shall be invalid</p> <p>The bond shall comply in all respects with the PPOA copy enclosed in the instructions to tender. A bond that does not match the PPOA copy shall be treated as NO BOND!</p> <p>The contractor shall provide a bid security duly signed, sealed and stamped from an approved Bank of required amount in the particular preliminaries</p> <p><b>D BID BOND</b></p> <p>A bid bond shall be required in the amount stated here or in the invitation to tender or advertisement</p>		
	<b>Total carried to collections</b>	

ITEM	DESCRIPTION	AMOUNT
A	<p><b>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</b></p> <p><b>Attendance ;</b> Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:-</p> <p>Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of 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.</p> <p><b>Fix Only:-</b></p> <p>"Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.</p>	
	<b>Total carried to collections</b>	

ITEM	DESCRIPTION	AMOUNT
A	<p><b>ABBREVIATIONS</b></p> <p>Throughout these Bills units of measurement and terms are abbreviated and shall be interpreted as follows:-</p> <p>CM or Cm                      Shall mean cubic meter</p> <p>SM      or Sm                      Shall mean square meter</p> <p>LM      or Lm                      Shall mean linear meter</p> <p>MM or mm                      Shall mean Millimeter</p> <p>KG or Kg.                      Shall mean Kilogramme</p> <p>No or Nr                      Shall mean Number</p> <p>PRS or Prs.                      Shall mean Pairs</p> <p>B.S.                      Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I England</p> <p>M.S.                      Shall mean measured separately</p> <p>Ditto                      shall mean the whole of the preceding description except as qualified in the description in which it occurs.</p> <p>Do                      shall mean the whole of the preceding description except as qualified in the description in which it occurs.</p> <p>a.b.d.                      Shall mean as before described</p> <p>@                      Shall mean at</p>	
	<b>Total carried to collections</b>	

ITEM	DESCRIPTION	AMOUNT
	<p><b>A EMPLOYER</b></p> <p>The “Employer” is  <b>AS DEFINED UNDER PARTICULAR PRELIMINARIES</b></p> <p>The term "Employer" and "Government" wherever used in the contract document shall be synonymous</p> <p><b>B PROJECT MANAGER shall be -:</b></p> <p>The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the  Project Manager as defined in Condition 1 of the Conditions of Contract or such person  or persons as may be duly authorised to represent him on behalf of the Government.</p> <p>In this Project, the PM shall be -:  REGIONAL WORKS OFFICER  STATE DEPARTMENT OF PUBLIC WORKS  P.O. BOX 42267-00100  NAIROBI</p> <p><b>C ARCHITECT</b></p> <p>The term "Architect" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above</p> <p><b>D QUANTITY SURVEYOR</b></p> <p>The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above</p>	
	<b>Total carried to collections</b>	

ITEM	DESCRIPTION	AMOUNT
A	<p><b>ELECTRICAL ENGINEER</b></p> <p>The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above</p>	
B	<p><b>MECHANICAL ENGINEER</b></p> <p>The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above</p>	
C	<p><b>STRUCTURAL ENGINEER</b></p> <p>The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is as above</p>	
	<b>Total carried to collections</b>	

ITEM	DESCRIPTION	AMOUNT
	<p><b>A PLANT, TOOLS AND VEHICLES</b></p> <p>Allow for providing all scaffolding, plant, tools and vehicles required for the work except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.</p> <p><b>B TRANSPORT.</b></p> <p>Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.</p> <p><b>C MATERIALS AND WORKMANSHIP.</b></p> <p>All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.</p> <p><b>D SIGN FOR MATERIALS SUPPLIED.</b></p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking delivery thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER</p>	

ITEM	DESCRIPTION	AMOUNT
	<b>Total carried to collections</b>	
<p><b>A STORAGE OF MATERIALS</b></p> <p>The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p> <p><b>B SAMPLES</b></p> <p>The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER PROVIDED THEY PASS THE TEST. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Public Works.</p> <p>The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.</p> <p>Samples of paint, carpets, curtains &amp; covers, tiles &amp; timber shall be required for approval by the PM together with the employer.</p> <p>No alternte rate shall be offered on account that the employer has chosen a superior finish unless the bidder had attached the sample he priced.</p>		
	<b>Total carried to collections</b>	-

ITEM	DESCRIPTION	AMOUNT
A	<p><b>PUBLIC AND PRIVATE ROADS.</b></p> <p>Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER</p> <p><b>B EXISTING PROPERTY.</b></p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER</p> <p><b>C ACCESS TO SITE AND TEMPORARY ROADS.</b></p> <p>Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER</p> <p><b>D AREA TO BE OCCUPIED BY THE CONTRACTOR</b></p> <p>The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER</p>	
	<b>Total carried to collections</b>	

ITEM	DESCRIPTION	AMOUNT
A	<p><b>SECURITY OF WORKS ETC.</b> The Contractor shall be entirely responsible for the security of all the works stores,materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.</p> <p><b>PROGRESS CHART.</b> The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.</p> <p><b>INSURANCE</b> The Contractor shall insure as required in Conditions No. 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.</p> <p><b>CONTRACTOR'S SUPERINTENDENCE/SITE AGENT</b> The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p>	-
	<b>Total carried to collections</b>	-

ITEM	DESCRIPTION	AMOUNT
A	<p><b>PROVISIONAL WORK</b></p> <p>All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.</p> <p><b>PROVISIONAL SUMS.</b></p> <p>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement. Such sums are net and no addition shall be made to them for profit.</p> <p><b>ADJUSTMENT OF PROVISIONAL SUMS.</b></p> <p>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued , but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p>	
	<b>Total carried to collections</b>	

ITEM	DESCRIPTION	AMOUNT
<p><b>A PRIME COST (OR P.C.) SUMS.</b></p> <p>The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement . Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p> <p><b>B ADJUSTMENT OF P.C. SUMS.</b></p> <p>In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them. Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p> <p><b>C NOMINATED SUB-CONTRACTORS</b></p> <p>When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".</p>		
	<b>Total carried to collections</b>	

ITEM	DESCRIPTION	AMOUNT
A	<p><b>DIRECT CONTRACTS</b></p> <p>Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.</p> <p><b>B ATTENDANCE UPON OTHER TRADESMEN, ETC.</b></p> <p>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p> <p><b>C OFFICE ETC. FOR THE PROJECT MANAGER (NOT APPLICABLE)</b></p> <p>The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the site office of the type noted in the Particular Preliminaries, complete with Furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.</p>	
	<b>Total carried to collections</b>	-

ITEM	DESCRIPTION	AMOUNT
A	<p><b>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</b></p> <p>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 PROJECT MANAGER . The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub--contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.</p> <p><b>B SANITATION OF THE WORKS</b></p> <p>The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER</p> <p><b>C SUPERVISION AND WORKING HOURS</b></p> <p>The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.</p> <p><b>D PROTECTION OF THE WORKS.</b></p> <p>Provide protection of the whole of the works contained in the Bills of Quantities,including casing , casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.</p>	
	<b>Total carried to collections</b>	-

ITEM	DESCRIPTION	AMOUNT
A	<p><b>WORKS TO BE DELIVERED UP CLEAN</b></p> <p>Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER</p> <p><b>B GENERAL SPECIFICATION.</b></p> <p>For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.</p> <p><b>C TRAINING LEVY</b></p> <p>The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 50,000.00 in value.</p> <p><b>D MATERIALS ON SITE</b></p> <p>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 PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.</p>	
	<b>Total carried to collections</b>	-

ITEM	DESCRIPTION	AMOUNT
A	<p><b>HOARDING</b></p> <p>The Contractor shall enclose the site or part of the works under construction with a hoarding 2400 mm high consisting of iron sheets on 100 x 50 mm timber posts firmly secured at 1800 mm centres with two 75 x 50 mm timber rails for a total length of approximately three hundred meters. 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.</p>	
B	<p><b>ALTERATIONS TO BILLS, PRICING, ETC.</b></p> <p>Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.</p>	
C	<p><b>MATERIALS ARISING FROM EXCAVATIONS</b></p> <p>Materials of any kind obtained from the excavations shall be the property of the Government. Unless otherwise provided for in the particular preliminaries. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER. Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.</p>	
D	<p><b>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</b></p> <p>The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site.</p>	
	<b>Total carried to collections</b>	-

ITEM	DESCRIPTION	AMOUNT
A	<p><b>GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.</b></p> <p>Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender.</p> <p>No claim in respect of want of knowledge in this connection will be entertained.</p> <p><b>B REMOVAL OF RUBBISH ETC.</b></p> <p>Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.</p> <p><b>C BLASTING OPERATIONS</b></p> <p>Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.</p> <p><b>D SIGNBOARD</b></p> <p>Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.</p>	
	<b>Total carried to collections</b>	-

ITEM	DESCRIPTION <u>COLLECTION</u>	AMOUNT
	Brought Forward From Page GP/1	
	Brought Forward From Page GP/2	
	Brought Forward From Page GP/3	
	Brought Forward From Page GP/4	
	Brought Forward From Page GP/5	
	Brought Forward From Page GP/6	
	Brought Forward From Page GP/7	
	Brought Forward From Page GP/8	-
	Brought Forward From Page GP/9	
	Brought Forward From Page GP/10	-
	Brought Forward From Page GP/11	
	Brought Forward From Page GP/12	
	Brought Forward From Page GP/13	-
	Brought Forward From Page GP/14	-
	Brought Forward From Page GP/15	-
	Brought Forward From Page GP/16	-
	Brought Forward From Page GP/17	-
	<b>Total Carried to Main Summary</b>	-

# **MECHANICAL WORKS**

Item	Description	Qty	Unit	Rate	Kshs
	<b>DRAINAGE</b>				
	<b>UPVC pipework</b>				
A	100mm heavy duty golden brown pipe	100	Lm		
B	100mm diameter heavy duty grey pipe	3	Lm		
C	50mm ditto	50	Lm		
D	40mm ditto	0	Lm		
	<b>Extra over UPVC pipework for the following</b>				
	<b>Bends</b>				
E	100mm diameter bend	3	No.		
F	100 mm diameter Tee	3	No.		
G	50mm diameter bend	3	No.		
H	Excavate for the drainage pipe to a depth not exceeding 500mm,backfill and cutoff excess soil.	40	LM		
I	Excavate and cutoff excess soil manhole size 650x650mm not exceeding 1.5m averagely 600mm constructed using concrete blocks and install a frame 650x450mm c/w cast iron cover of the same size making good the surrounding	6	No		
	<b>Total carried to collection page</b>				

MBQ/1

	Description	Qty	Unit	Rate	Kshs
	<p>BIO DIGESTER</p> <p>Supply and install and commission an onsite sewer system consisting of the</p> <p>a) A reinforced concrete (insitu or precast) bio digester with a capacity of 10 cubic meters and can handle upto 200 users complete with all accessories as Riflo SEPTICA System or equivalent. The system should come with a written guarantee and functional drawings.</p> <p>b) Excavations and construction of a soak/leech field and french drain consisting of 600mm wide trenches with depths not exceeding 1000mm.</p> <p>c) Hand packed crushed stone hardcore.</p> <p>d) 500 gauge polythene sheeting d.p.m laid on r blinded hardcore with 200mm side and end laps.</p> <p>e) grease trap</p>	<p>1</p> <p>22</p> <p>20</p> <p>21</p> <p>1</p>	<p>No</p> <p>cm</p> <p>cm</p> <p>SM</p> <p>No</p>		
	<b>Total carried to collection page</b>				

MBQ/2

SUMMMARY FOR  
MECHANICALWORKS

ITEM	DESCRIPTION		AMOUNT Ksh.
1.	Carried forward from Page MBQ1		
2.	Carried forward from Page MBQ2		
5	<b>TOTAL CARRIED TO SUMMARY PAGE</b>		

MBQ3

# **PROVISIONAL SUMS**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p data-bbox="274 331 762 365"><b><u>PROVISIONAL AND PRIME COST SUMS</u></b></p>				
A	<p data-bbox="274 488 842 555">Allow a Prime Cost Sum of Kshs Fifty Thousand (50,000.00) only for Contingencies</p>			SUM	50,000.00
	<p data-bbox="274 1462 842 1529"><b>TOTAL FOR PROVISIONAL AND PRIME COST SUMS</b></p>				50,000.00

# **SUMMARY PAGE**

**GRAND SUMMARY**

ITEM	DESCRIPTION	TENDERERS SUM (KSHS)	OFFICIAL USE (KSHS)
1	Particular Preliminaries PP/7		
2	General Preliminaries GP/18		
4	mechanical works		
4	Provisional Sums PS/1		
<b>TOTAL COST CARRIED TO MAIN SUMMARY</b>			-

**Amount in words: Kenya Shilings:**

Amount of tender in words: Kenya Shilings.....

.....

Tenderer's signature and stamp.....

Address.....

Date.....

Witness: Name and signature.....

Address.....

Date.....