



**KENYA AGRICULTURAL AND LIVESTOCK RESEARCH
ORGANIZATION (KALRO)**

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TENDER No. KALRO/SRI/03/2015-2016

**PROPOSED OFFICE PARTITIONING AND CAR PARK
SHADES AT SUGAR RESEARCH INSTITUTE – KISUMU**

BILLS OF QUANTITIES
Bidding Documents

CLIENT
**THE DIRECTOR GENERAL
KALRO**
P.O Box 57811-00200
NAIROBI

CONSULTANTS
LINS CONSULT
Architects Interior Designers & Project Managers
P.O Box 1555-00100
NAIROBI

CLOSING DATE; August 12, 2015

<u>ITEM</u>	<u>PAGE NO</u>
1. Contents page	(i)
<u>SECTION ONE – STANDARD TENDER DOCUMENT</u>	
2. Instructions to tenderers	STD/2-21
3. Conditions of contract	STD/22-42
4. Appendix to conditions	STD/43-45
5. Standard forms	STD/46-57
<u>SECTION TWO - PRELIMINARIES</u>	
6. General & Particular Preliminaries	P/1-24
<u>SECTION THREE - BILLS OF QUANTITIES</u>	
7. Office Partitioning	P/15
8. Stores and Alterations	ST/1-5
9. Car Park Shades	C/1-6
10. P.C. & Provisional Sums	PS/1
11. Grand Summary	GS/1

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO TENDERERS.

1. General/Eligibility/Qualifications/Joint venture/Cost of tendering

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful tenderer will be expected to complete the Works by the Intended Completion Date specified in the tender documents.
- 1.2 All tenderers shall provide the Qualification Information, a statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or has not been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender.
- 1.3 All tenderers shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 1.4 In the event that pre-qualification of potential tenderers has been undertaken, only tenders from pre-qualified tenderers will be considered for award of Contract. These qualified tenderers should submit with their tenders any information updating their original pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission.
- 1.5 Where no pre-qualification of potential tenderers has been done, all tenderers shall include the following information and documents with their tenders, unless otherwise stated:
 - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the tender to commit the tenderer:
 - (b) total monetary value of construction work performed for each of the last five years:
 - © experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;

- (d) major items of construction equipment proposed to carry out the Contract and an undertaking that they will be available for the Contract.
 - (e) qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract.
 - (f) reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the past five years;
 - (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
 - (h) authority to seek references from the tenderer's bankers;
 - (i) information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and
 - (j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.
- 1.6 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated:
- (a) the tender shall include all the information listed in clause 1.5 above for each joint venture partner;
 - (b) the tender shall be signed so as to be legally binding on all partners;
 - (c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
 - (d) one of the partners will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and
 - (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 1.7 To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria;
- (a) annual volume of construction work of at least 2.5 times the estimated annual cash flow for the Contract;

- (b) experience as main contractor in the construction of at least
 - (c) two works of a nature and complexity equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);
 - (d) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;
 - (e) a Contract manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and
 - (f) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 4 months of the estimated payment flow under this Contract.
- 1.8 The figures for each of the partners of a joint venture shall be added together to determine the tenderer's compliance with the minimum qualifying criteria of clause 1.7 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.7 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's tender. Subcontractors' experience and resources will not be taken into account in determining the tenderer's compliance with the qualifying criteria, unless otherwise stated.
- 1.9 Each tenderer shall submit only one tender, either individually or as a partner in a joint venture. A tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the tenderer's participation to be disqualified.
- 1.10 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.11 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.

- 1.12 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.13 The price to be charged for the tender document shall not exceed Kshs. 5,000/=
- 1.14 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2. Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 2.4.
 - (a) These Instructions to Tenderers
 - (b) Form of Tender and Qualification Information
 - (c) Conditions of Contract
 - (d) Appendix to Conditions of Contract
 - (e) Specifications
 - (f) Drawings
 - (g) Bills of Quantities
 - (h) Forms of Securities
- 2.2 The tenderer shall examine all Instructions, Forms to be filled and Specifications in the tender documents. Failure to furnish all information required by the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderer's risk and may result in rejection of his tender.
- 2.3 A prospective tenderer making an inquiry relating to the tender documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will only respond to requests for clarification received earlier than seven days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all tenderers. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.

- 2.5 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders, in accordance with Clause 4.2 here below.

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English language.
- 3.2 The tender submitted by the tenderer shall comprise the following:
- (a) These Instructions to Tenderers, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications;
 - (b) Tender Security;
 - (c) Priced Bill of Quantities ;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited; and
 - (f) Any other materials required to be completed and submitted by the tenderers.
- 3.3 The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause relevant to the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the tenderer.
- 3.4 The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of Ninety (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. A tenderer may refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with Clause 3.7 - 3.11 in all respects.

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

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

- 3.14 The tenderer shall prepare one original of the documents comprising the tender documents as described in Clause 3.2 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked "ORIGINAL". In addition, the tenderer shall submit copies of the tender, in the number specified in the invitation to tender, and clearly marked as "COPIES". In the event of discrepancy between them, the original shall prevail.
- 3.15 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the tenderer, pursuant to Clause 1.5 (a) or 1.6 (b), as the case may be. All pages of the tender where alterations or additions have been made shall be initialled by the person or persons signing the tender.
- 3.16 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.17 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.
- 3.18 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

4. Submission of Tenders

- 4.1 The tenderer shall seal the original and all copies of the tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as "**ORIGINAL**" and "**COPIES**" as appropriate. The inner and outer envelopes shall:
 - (a) be addressed to the Employer at the address provided in the invitation to tender;
 - (b) bear the name and identification number of the Contract as defined in the invitation to tender; and
 - (c) provide a warning not to open before the specified time and date for tender opening.
- 4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender. However, the Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Sub-Clause 2.5 in which case all rights and obligations of the

Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.

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

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened by the Employer, including modifications made pursuant to Clause 4.4, in the presence of the tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender. Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Tenderers' and Employer's representatives who are present during the opening shall sign a register evidencing their attendance.
- 5.2 The tenderers' names, the tender prices, the total amount of each tender and of any alternative tender (if alternatives have been requested or permitted), any discounts, tender modifications and withdrawals, the presence or absence of Tender Security, and such other details as may be considered appropriate, will be announced by the Employer at the opening. Minutes of the tender opening, including the information disclosed to those present will be prepared by the Employer.
- 5.3 Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of Contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.

- 5.4 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with Clause 5.7.
- 5.5 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (a) meets the eligibility criteria defined in Clause 1.7; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.
- 5.6 If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 5.7 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
 - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.
 - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected Builder's Work (i.e. Corrected tender sum less P.C. and Provisional Sums)

- (e) The Error Correction Factor shall be applied to all Builders' Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - (f) the amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.11.
- 5.8 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 5.5.
- 5.9 In evaluating the tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
- (a) making any correction for errors pursuant to clause 5.7;
 - (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Dayworks where priced competitively.
 - (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with clause 3.12; and
 - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with clause 4.6
- 5.10 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in tender evaluation.
- 5.11 The tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.
- 5.12 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a non-indigenous sub-contractor.

6. Award of Contract

- 6.1 Subject to Clause 6.2, the award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be (a) eligible in accordance with the provision of Clauses 1.2, and (b) qualified in accordance with the provisions of clause 1.7 and 1.8.
- 6.2 Notwithstanding clause 6.1 above, the Employer reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.
- 6.3 The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum (hereinafter and in all Contract documents called the "Contract Price") that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- The contract shall be formed on the parties signing the contract.
- 6.4 The Agreement will incorporate all agreements between the Employer and the successful tenderer. Within 14 days of receipt the successful tenderer will sign the Agreement and return it to the Employer.
- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in the amount stipulated in the Appendix to Conditions of Contract and in the form stipulated in the Tender documents. The Performance Security shall be in the amount and specified form
- 6.6 Failure of the successful tenderer to comply with the requirements of clause 6.5 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.
- 6.7 Upon the furnishing by the successful tenderer of the Performance Security, the Employer will promptly notify the other tenderers that their tenders have been unsuccessful.
- 6.8 Preference where allowed in the evaluation of tenders shall not be allowed for contracts not exceeding one year (12 months)

- 6.9 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 6.10 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 6.11 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 6.12 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 6.13 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.
- 6.14 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.15 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 6.16 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

7. Corrupt and Fraudulent practices

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

APPENDIX TO INSTRUCTION TO TENDERER'S

1 MODIFY CLAUSE 1.16

A set of this tender document can be obtained at cost of Ksh 1,000.00. The document can also be downloaded free of charge from KALRO website www.kalro.org or Treasury website www.supplier.treasury.ke.org . Those who opt to download will be required to immediately submit their detail to the Supply Chain Manager's office 151, so as to be able to receive communications on addenda, clarification etc

2. MODIFY CLAUSE 3.6

Tenders shall remain valid for a period of **120 days** from the date of tender opening

3. ADD TO CLAUSE 3.7

Amount of tender surety (***Bid Bond***) shall be **Kshs. 300,000.00**

4. ADD TO CLAUSE 3.8

Tender Surety (***Bid Bond***) shall be valid for a period of **150 days** from the date of tender opening

5. ADD TO CLAUSE 6.5

Amount of Performance Security shall be **Five per cent (5%)** of the contract sum.

6. MODIFY CLAUSE 6.12

Price variation shall not exceed **25%** of the original contract price.

7. TENDER EVALUATION CRITERIA

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

1. Mandatory Requirement
2. Detailed Technical Examination
3. Financial Evaluation.
4. Combination of Technical, Tender Sums Comparisons and Financial Score.

STAGE 1- MANDATORY REQUIREMENTS

- A) For any tenderer to be considered responsive, they will be required to submit the following documents along with the tender document;
- i. Copy of Business registration
 - ii. Copy of registration with National Construction Authority
 - iii. Copy of single business permit
 - iv. Valid tax compliance certificate

- v. Valid Bid bond in form of Bank Guarantee from a reputable bank
- iv) Audited accounts for last three (3) years- 2012, 2013,& 2014
- iv) Confirmation by tender's bank on their ability to access adequate bank credit line.
- v) Litigation History of the Company (both court and arbitration cases)
- iv) Duly filled Confidential Business Questionnaire.

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

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

STAGE 2 - TECHNICAL EVALUATION

B) COMPLETENESS OF TENDER DOCUMENT

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

In accordance with clause 5.5 of Instruction to Tenderers, prior to detailed evaluation, the Employer will determine whether each tender meets the eligibility criteria defined in clause 1.7, has been properly signed, is accompanied by the required securities and is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or performance of the works or which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderer's obligations under the contract or whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

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

Table 1

	Parameter	Maximum score
1	Form of Tender	5
2	Key personnel	15
3	Contracts ongoing /completed in the last five years	25
4	Schedule of contractors equipment and transport	15
5	Audited financial report (last three years)	15
6	Evidence of financial resources	15
7	Name address and Telephone of banks	5
8	Sanctity of the tender document	5
	TOTAL	100

The detailed scoring plan shall be as shown in table 2 below: -

TABLE 2

Item	Description	Point Scored	Max. Point	
i	Form of Tender <ul style="list-style-type: none"> ○ Signed and stamped ----- 5 ○ Signed but not stamped or vice versa ----- 2.5 ○ Not signed nor stamped ----- 0 		5	
ii	Key Personnel (Attach evidence)		15	
Director of the firm <ul style="list-style-type: none"> ○ Holder of degree or diploma in relevant Engineering field----- 7 ○ Holder of certificate in relevant Engineering field--5 ○ Holder of trade test certificate in relevant Engineering field--- 3 ○ No relevant certificate ----- 0 				7
At least 1No. degree/diploma of key personnel in relevant Engineering field <ul style="list-style-type: none"> ○ With over 10 years relevant experience ----- 5 ○ With over 5 years relevant experience ----- 3 ○ With under 5 years relevant experience ----- 1 				5
At least 1No certificate holder of key personnel in relevant Engineering field <ul style="list-style-type: none"> ○ With over 10 years relevant experience ----- 3 ○ With over 5 years relevant experience ----- 2 ○ With under 5 years relevant experience ----- 1 				3
iii	Contract on-going/completed in the last five (5) years (A max of 5No.Projects) <ul style="list-style-type: none"> ○ Project of similar nature, complexity and magnitude @-5 each ○ Project of similar nature but of lower value than the one in consideration----- 3 ○ No completed project of similar nature ----- 0 		25	
iv	Schedules of contractors equipment and transport (proof or evidence of ownership) <ul style="list-style-type: none"> ○ Evidence of ownership of transport (Vehicle) ----- 5 ○ No means of transport ----- 0 <p>For each specific equipment required in the installation of the work being tendered for. (Maximum No. of equipment to be considered – 5No.) @-2 each</p>		5	
			10	
15				



Item	Description	Point Scored	Max. Point
v	Financial report		15
	Audited financial report (last three (3) years) 2010-2012 <ul style="list-style-type: none"> ○ Turn over greater or equal to 2 times the builder's work ---- 15 ○ Turn over greater or equal to 1.5 times the builder's work -- 10 ○ Turn over greater or equal to the builder's work---- 5 ○ Turn over below the cost of the project ----- 3 		
vi	Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc.) <ul style="list-style-type: none"> ○ Has financial resources equal or above 4 times of estimated monthly payment flow : 15 ○ Has financial resources below 4 times of estimated monthly payment flow----- 0 ○ Has financial resources below 2 times of estimated monthly payment flow----- 0 ○ Has not indicated sources of financial resources --0 		15
vii	Name, Address and Telephone of Banks (Contractor to provide) <ul style="list-style-type: none"> ○ Provided ----- 5 ○ Not provided ----- 0 		5
viii	Sanctity of the tender document <ul style="list-style-type: none"> ○ Having the document intact (not tampered with in any way) ----- 5 ○ Having mutilated or modified the tender document-- ----- 0 		5
	TOTAL		100

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

STAGE 3 - FINANCIAL EVALUATION

The evaluation shall be in two sections

1. Preliminary examinations and
2. Tender sum Comparisons

1. PRELIMINARY EXAMINATIONS

The preliminary examination in the Financial Evaluation shall be in accordance with clause 5 of Instruction to Tenderers.

The parameter to be considered under this section includes the following:

- a) Arithmetic errors

(A) ARITHMETIC ERRORS

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

- a) Confirmation shall be sought in writing from the tenderers whose tender sums will be determined to have a significant arithmetic error to their disadvantage, to confirm whether they stand by their tender sums. The error shall be treated as per **clause 5.7 of Instructions to Tenderers**.

Non-compliance with the above shall lead to **automatic disqualification from further evaluation**.

Discount if any shall be treated as an error in pursuant to **clause 5.7** of Instructions to Tenderers

2. COMPARISONS OF RATES

The evaluation committee will compare rates from different bidders and note consistency of rates and front loading. The evaluation committee will judge the make appropriate decision giving evidence.

3. TENDER SUM COMPARISONS

In this section, the sums will be compared to the average of all sums for bidders who have qualified from the above stage and score awarded to a maximum of 20 as shown below.

Preliminary average

- i. The tender sums of various bidders, who qualified at the above stage and the official estimate, shall be reduced by omitting PCs sums, provisional sums and contingencies from the respectful amounts. The average of the reduced amounts / builders works so obtained shall be calculated.
- ii. Any tenderer whose tender deviation is 20% higher or below than the average obtained above, will be deemed to be unreasonably high or

low and shall not be included in determining the mean in table 3, their bids will not be evaluated further. The official estimate will also be subjected to the same treatment.

The detailed scoring plan shall be as shown in table 3 below.

Item	Description	Score	Maximum Score
1	Tender Sums: (The tender sums of bidders, who qualify at STAGE 3A and the Official estimate, shall be reduced by omitting PC sums, provisional sums and contingency from the respectful amounts. The average of the reduced amounts so obtained shall be calculated. The deviation of the reduced amounts in respect of each bidder from the average shall then be worked out as a percentage of the average (Rounded off to one (1) decimal point) and scores allocated as follows :-)		20
	o Deviations of between 0% and 1% -----20		
	o Deviations of between 1.1% and 2% ----19		
	o Deviations of between 2.1% and 3% ----18		
	o Deviations of between 3.1% and 4% ----17		
	o Between 4.1% and 18% as above		
	o Deviations of between 18.1% and 19% --2		
	o Deviations of between 19.1% and 20% --1		
	o Deviations of 20.1% and above----- 0		

The tender sum scored will be carried forward to stage 4

FINANCIAL SCORE

The evaluation team shall compare the prices offered by the tenderers and the financial scores (Fs) will be determined using the formulae below. The financial score will be allocated a maximum of 30%.

$$Fs = 30 \times Fm/F$$

Where Fs is the financial score, Fm is the lowest priced responsive financial bid and F is the price of the bid under consideration

4. TOTAL SCORE

The evaluation team shall combine Technical, Tender Sums Comparison and Financial Score as below:

Technical score (Ts) + Tender Sums Comparison Score (TSCs) + Financial Score (Fs) = 50% + 20% + 30%.

RECOMMENDATION.

The evaluation committee shall recommend to the Client for award the lowest bidder among those who achieve a score of 75% and above in stage 4 above.

CLOSING DATE

The completed tender document should be deposited at the tender box at the reception area at KALRO Headquarters in Loresho along Kaptagat road, off Kangemi Fly Over, or be addressed to the;

Director General

Kenya Agriculture & Livestock Research Organization

P O Box 57811-00200

Nairobi

Att; Supply Chain Manager

So as to reach him on or before **August 12, 2015 at 10am**. The tender will be opened immediately thereafter in the presence of tenderer representative who choose to attend.

CONDITIONS OF CONTRACT

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Employer”, or the **“Procuring entity”** as defined in the Public Procurement Regulations (i.e. Central or Local Government STD/22

administration, Universities, Public Institutions and Corporations, etc) is the party who employs the Contractor to carry out the Works.

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

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

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

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

“Project Manager” is the person named in the Appendix to Conditions of Contract (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract and shall be an

“Architect” or a “Quantity Surveyor” registered under the Architects and Quantity Surveyors Act Cap 525 or an “Engineer” registered under Engineers Registration Act Cap 530.

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

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

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

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

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

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

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

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

2. Interpretation

- 2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.
- 2.2 If sectional completion is specified in the Appendix to Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date apply to any section of the Works (other than references to the Intended Completion Date for the whole of the Works).
- 2.3 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;
 - (1) Agreement,
 - (2) Letter of Acceptance,
 - (3) Contractor’s Tender,
 - (4) Appendix to Conditions of Contract,
 - (5) Conditions of Contract,
 - (6) Specifications,
 - (7) Drawings,
 - (8) Bill of Quantities,
 - (9) Any other documents listed in the Appendix to Conditions of Contract as forming part of the Contract.

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

3. Language and Law

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

4 Project Manager's Decisions

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

5 Delegation

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

6 Communications

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

7 Subcontracting

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

8 Other Contractors

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

9 Personnel

- 9.1 The Contractor shall employ the key personnel named in the Qualification Information, to carry out the functions stated in the said Information or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Qualification Information. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure

that the person leaves the Site within seven days and has no further connection with the Work in the Contract.

10 Works

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

11 Safety and Temporary Works

- 11.1 The Contractor shall be responsible for the design of temporary works. However before erecting the same, he shall submit his designs including specifications and drawings to the Project Manager and to any other relevant third parties for their approval. No erection of temporary works shall be done until such approvals are obtained.
- 11.2 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary works and all drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before they can be used.
- 11.3 The Contractor shall be responsible for the safety of all activities on the Site.

12. Discoveries

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

13. Work Program

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

The Contractor shall submit to the Project Manager for approval an updated program at intervals no longer than the period stated in the

Appendix to Conditions of Contract. If the Contractor does not submit an updated program within this period, the Project Manager may withhold the amount stated in the said Appendix from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted. The Project Manager's approval of the program shall not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Project Manager again at any time. A revised program shall show the effect of Variations and Compensation Events.

14. Possession of Site

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

15. Access to Site

15.1 The Contractor shall allow the Project Manager and any other person authorised by the Project Manager, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

16. Instructions

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

17. Extension or Acceleration of Completion Date

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

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

18. Management Meetings

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

19. Early Warning

19.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the Work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

19.2 The Contractor shall cooperate with the Project Manager in making and considering proposals on how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the Work and in carrying out any resulting instructions of the Project Manager.

20. Defects

20.1 The Project Manager shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a defect and to uncover and test any Work that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor, However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

20.2 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.

20.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Project Manager's notice. If the Contractor has not corrected a defect within

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

21. Bills of Quantities

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

22. Variations

- 22.1 All variations shall be included in updated programs produced by the Contractor.
- 22.2 The Contractor shall provide the Project Manager with a quotation for carrying out the variations when requested to do so. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period as may be stated by the Project Manager and before the Variation is ordered.
- 22.3 If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 22.4 If the Contractor's quotation is unreasonable, the Project Manager may order the variation and make a change to the Contract price, which shall be based on the Project Manager's own forecast of the effects of the variation on the Contractor's costs.

- 22.5 If the Project Manager decides that the urgency of varying the Work would prevent a quotation being given and considered without delaying the Work, no quotation shall be given and the variation shall be treated as a Compensation Event.
- 22.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 22.7 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

23. Payment Certificates, Currency of Payments and Advance Payments

- 23.1 The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.
- 23.2 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed, materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.
- 23.3 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate. If the Employer makes a late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.
- 23.4 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

- 23.5 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 23.6 The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of any changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.
- 23.7 In the event that an advance payment is granted, the following shall apply:-
- a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10% (ten percent) of the original amount of the Contract. The advance shall not be subject to retention money.
 - b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.
 - c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

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

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

Where:

- R = the amount to be reimbursed
- A = the amount of the advance which has been granted
- X¹ = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.
- X¹¹ = the amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80% but not less than 20%.
- d) with each reimbursement the counterpart of the directly liable guarantee may be reduced accordingly.

24. Compensation Events

24.1 The following issues shall constitute Compensation Events:

- (a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.
- (b) The Employer modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.
- (c) The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.
- (d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the Site investigation reports), from information available publicly and from a visual inspection of the Site.
- (g) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Employer or additional work required for safety or other reasons.

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

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

25. Price Adjustment

- 25.1 The Project Manager shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the

submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.

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

date for submission of tenders. A copy of the schedule used by the

Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.

- 25.5 Upon the J.B.C. determining that any of the said basic prices are increased or decreased then the Contract Price shall be increased or decreased by the amount to be assessed by the Project Manager based upon the difference between the price set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of the relevant materials which have not been taken into account in arriving at the amount of any interim certificate under clause 23 of these Conditions issued before the date of publication of such increase or decrease.
- 25.6 No adjustment shall be made in respect of changes in basic prices of materials which occur after the date for Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.
- 25.7 The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of any materials included in the schedule of basic rates.

26. Retention

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

27. Liquidated Damages

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

28. Securities

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

29. Dayworks

29.1 If applicable, the Dayworks rates in the Contractor's tender shall be used for small additional amounts of Work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

29.2 All work to be paid for as Dayworks shall be recorded by the Contractor on Forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the Work being done.

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

30. Liability and Insurance

30.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer's risks:

(a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to;

(i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or

(ii) negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.

30.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer's risk except loss or damage due to;

- (a) a defect which existed on or before the Completion Date.
- (b) an event occurring before the Completion Date, which was not itself the Employer's risk
- © the activities of the Contractor on the Site after the Completion Date.

30.3 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risk are Contractor's risks.

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

- (a) loss of or damage to the Works, Plant, and Materials;
- (b) loss of or damage to Equipment;
- © loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and
- (d) personal injury or death.

30.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.

30.5 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

30.6 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

31. Completion and taking over

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

32. Final Account

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

33. Termination

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

- (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- (c) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate) of issue.
- (e) the Project Manager gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;
- (f) the Contractor does not maintain a security, which is required.

33.2 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Clause 33.1 above, the Project Manager shall decide whether the breach is fundamental or not.

- 33.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 33.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

34. Payment Upon Termination

- 34.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the Work done and materials ordered and delivered to Site up to the date of the issue of the certificate. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor.
- 34.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works.
- 34.3 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on the Site, plant, equipment and temporary works.
- 34.4 The Contractor shall, during the execution or after the completion of the Works under this clause remove from the Site as and when required, within such reasonable time as the Project Manager may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to or hired by him, and in default the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.
- Until after completion of the Works under this clause the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Project Manager shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the

said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

35. Release from Performance

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

36. Corrupt gifts and payments of commission

36.1 The Contractor shall not;

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

Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other

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

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

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

37. Settlement Of Disputes

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

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

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

- 37.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.
- 37.3 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 37.4 Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 37.5 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:
- 37.5.1 The appointment of a replacement Project Manager upon the said person ceasing to act.
 - 37.5.2 Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
 - 37.5.3 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
 - 37.5.4 Any dispute or difference arising in respect of war risks or war damage.

- 37.6 All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.
- 37.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 37.8 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 37.9 The award of such Arbitrator shall be final and binding upon the parties.

SECTION IV – APPENDIX TO CONDITIONS OF CONTRACT

THE EMPLOYER IS

Name: **KENYA AGRICULTURAL AND LIVESTOCK RESEARCH ORGANIZATION**

Address: **P.O. BOX 57811 - 00200, NAIROBI**

Name of Authorised Representative: **THE DIRECTOR GENERAL**
Kenya Agriculture & Livestock Research Organization
P O Box 57811-00200
Nairobi
Att; Supply Chain Manager
Email; stevens.musewe@kalro.org

Telephone: **020-4183301/0722-206986**

Faeximile: Website: **www.karlo.org**

The Project Manager is

Name: **LINS CONSULT - Architects, Interior Designers & Project Managers.**

Address: **P.O. BOX 1555 - 00100, NAIROBI**

Telephone: **020-2726541/83**

Faeximile: e-mail: **info@linsconsult.co.ke**

The name (and identification number) of the Contract is **PROPOSED OFFICE PARTITIONING AND CAR PARK SHEDS AT SUGAR RESEARCH INSTITUTE – KISUMU. TENDER No.KALRO/SRI/03/2015-2016.**

The Works consist of **The works to be carried out under this contract involves partitioning of offices in aluminium framed partitions, metal shelves in stores and car park shades as per the specifications and Bills of Quantities.**

The Start Date shall be **14 days after award of contract**

The Intended Completion Date for the whole of the Works shall be **Weeks (contractor to quote duration in weeks)** after commencement date.

The following documents also form part of the Contract:
As listed in clause 2.3 of the Conditions of Contract

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

The Site Possession Date shall be **within 14 days after receipt of contract award notification.**

The Site is located **in Kibos about 10 kilometers from Kisumu town in Kisumu County,** and is defined in drawings nos. **01D -13D.**

The Defects Liability Period is **6 months for the building works and 12 months for the civil works.**

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

- 1.
- 2.
- 3.

The minimum insurance covers shall be;

- 1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is **Kshs. 1,000,000.00**
- 2. The minimum cover for loss or damage to Equipment is **Kshs. 1,000,000.00**
- 3. The minimum for insurance of other property is **Kshs. 5,000,000.00**
- 4. The minimum cover for personal injury or death insurance:

For the Contractor's employees is **Kshs. 1,000,000.00**

And for other people is **Kshs. 1,000,000.00**

The following events shall also be Compensation Events: **NONE** (Only as listed In Clause 24 of the Conditions of Contract)

The period between Program updates will be Thirty **(30)** days

The amount to be withheld for late submission of an updated Program is **5% of amount due to the contractor in subsequent payment certificates until the default is rectified.**

The proportion of payments retained is **Ten percent (10%).**

The Price Adjustment Clause **SHALL NOT** apply

The liquidated damages for the whole of the Works shall be **Kshs. 100,000 (per Week)** or part thereof.

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

The Completion Period for the Works is **Weeks** (contractor to quote duration in weeks)

The schedule of basic rates used in pricing by the Contractor is as **ISSUED BY THE JOINT BUILDING COUNCIL (JBC - KENYA) THIRTY DAYS BEFORE THE DATE OF SUBMISSION OF TENDERS**

Advance Payment **SHALL NOT BE GRANTED**

The Bidder should submit **ONLY ONE (1 No.) ORIGINAL** of the Bills of Quantities.

The following are insertions to be made in the appendix to the Contract Agreement: -

Period of Final Measurement	3 Months from Practical completion date (Condition 32)
Defects Liability Period	6 Months from practical completion date (Condition 20)
Date for Possession	To be agreed with the Project Manager (Condition 14)
Period of issuing Interim Certificates	Thirty (30) days (Condition 23)
Period of Honouring Certificates	30 days (Condition 23)
Limit of Retention Fund	10% of Contract Sum (Condition 26)

FORM OF TENDER

TO:

PROPOSED OFFICE PARTITIONING AND CAR PARK SHADES AT SUGAR RESEARCH INSTITUTE - KISUMU

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. _____ [*Amount in figures*]/Kenya Shillings _____ [*Amount in words*]

We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.

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

Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.

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

Dated this ____ day of _____

Signature _____ in the capacity of _____

duly authorized to sign tenders for and on behalf of _____ [*Name of Contractor*]
of _____ [*Address of Contractor*]

Witness; Name _____

Address _____

Signature _____

Date _____

FORM OF AGREEMENT

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

WHEREAS THE Employer is desirous that the Contractor executes

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as
are respectively assigned to them in the Conditions of Contract hereinafter
referred to.
2. The following documents shall be deemed to form and shall be read
and construed as part of this Agreement i.e.

Letter of Acceptance

Form of Tender

Conditions of Contract Part I

Conditions of Contract Part II and Appendix to Conditions of Contract

Specifications

Drawings

Priced Bills of Quantities
3. In consideration of the payments to be made by the Employer to the
Contractor as hereinafter mentioned, the Contractor hereby
covenants with the Employer to execute and complete the Works and
remedy any defects therein in conformity in all respects with the provisions
of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration
of the execution and completion of the Works and the

remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

(i) FOR AND ON BEHALF OF THE EMPLOYER

Name _____

Title _____

Binding Signature _____

Date _____

Witnessed by:

Name _____

Address _____

Signature _____

Date _____

(i) FOR AND ON BEHALF OF THE CONTRACTOR

Name of the Contractor _____

Full name of the Contractor's Authorized Representative _____

Title _____

Binding Signature _____

Date _____

Witnessed by:

Name _____

Address _____

Signature _____

Date _____

FORM OF TENDER SECURITY

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

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

THE CONDITIONS of this obligation are:

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

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

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

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

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

[Date]

[signature of the Bank]

[Witness]

[Seal]

PERFORMANCE BANK GUARANTEE

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

Dear Sir,

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

QUALIFICATION INFORMATION

Individual Tenderers or Individual Members of Joint Ventures

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

Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

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

Year	Volume	
	Currency	Value

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

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

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

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

- 1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

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

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

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

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

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

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

Joint Ventures

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

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

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

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

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

TENDER QUESTIONNAIRE

Please fill in block letters.

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

Signature of Tenderer

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

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name

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

Plot No..... Street/Road

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

Nature of Business.....

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

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

Name of your bankers.....

Branch.....

Part 2 (a) – Sole Proprietor

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

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

*Citizenship details

Part 2 (b) – Partnership

Give details of partners as follows:

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

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

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

1.

2.

3.

4.

Part 2(d) – Interest in the Firm:

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

I certify that the information given above is correct.

.....
(Title)

.....
(Signature)

.....
(Date)

Attach proof of citizenship

DETAILS OF SUB-CONTRACTORS

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

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:

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

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

(2) Portion of Works to sublet:

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

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

[Signature of Tenderer]

Date

TENDER SECURING DECLARATION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date:

Tender No.....

To: Kenya Agriculture & Livestock Research Organization (KALRO)

We, the undersigned, declare that:

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with KALRO for the period of time of two years starting on August 2015, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) have withdrawn our Bid during the period of bid validity specified by us in the Bidding Data Sheet; or
 - (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Tenderers.
3. We understand this Tender Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid. If the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:
(Designation)

Name:

Duly authorized to sign the bid for and on behalf of :.....
(Bidder)

Dated on _____ day of _____, _____ *[insert date of signing]*

GENERAL & PARTICULAR PRELIMINARIES

GENERAL AND PARTICULAR PRELIMINARIES
GENERAL PRELIMINARIES

Kshs.

Pricing of Items of Preliminaries and Preambles

2. Prices will be inserted against items of preliminaries in the contractor's priced Bills of Quantities and specifications. 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. The Contractor is advised to read and understand all preliminary items.

Abbreviations

3. Throughout these Bills, units of measurements and terms are abbreviated and shall be interpreted as follows:-
- | | |
|----------|--|
| C.M | shall mean cubic metre. |
| S.M | shall mean square metre. |
| L.M | shall mean linear metre. |
| mm | shall mean millimeter. |
| KG | shall mean kilogramme. |
| NO. | shall mean number. |
| Prs. | shall mean pairs. |
| c/c | shall mean centres. |
| dia | shall mean diameter |
| B.S. | shall mean the British standard specification published by the British standards Institution, 2park Street, London, W.I, England. |
| Ditto | shall mean the whole of the preceeding description except as qualified in the description in which it occurs. |
| m.s. | shall mean measured separately. |
| a.b.d | shall mean as before described. |
| Kshs. | shall mean Kenya shillings. |
| Fix only | shall mean take delivery at nearest railway stations (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. |

General Specifications

- C. 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 Land Housing and Urban Development General specifications dated 1976 or any subsequent revision thereof, and which shall be allowed in all respects unless it conflicts with the general preliminaries, trade preambles or other items in this Bills of Quantities.

Definition of Terms

A. Wherever used hereinafter and in all Contract Documents the following definitions of terms shall apply:-

Employer: The term “Employer” shall mean **KALRO, P.O. Box 57811 – 00200, NAIROBI.**

Project Manager: The term “Project Manager” shall mean **LINS CONSULT, Architects, Interior Designers & Project Managers, P.O. Box 1555 - 00100, NAIROBI.**

Contractor: The term “Contractor” shall mean the person, partnership, firm or company, whose tender for the Works has been accepted and who has, have, will sign(ed) this Contract and shall include his or their heirs, executors, administrators, assigns, successors and duly appointed representatives.

Architect: The term “the Architect” shall mean **LINS CONSULT, Architects, Interior Designers & Project Managers, P.O. Box 1555 - 00100, NAIROBI.**

Works: The term “the works” shall mean all or any portion of the work, materials and articles whether the same are being manufactured or prepared, which are to be used in the execution of this Contract and whether the same be on the site of the work or not. It shall also be deemed to include the work of all Sub-Contractors and of all variations.

Contract: The term “the Contract” shall mean the Form of Tender, Articles of Agreement and Conditions of Contract, Form of Bond, Drawings and priced and signed Bills of Quantities.

Contract Drawings: The term “the Contract Drawings” shall be deemed to imply the Drawings referred to in these Bills of Quantities, and any other drawing(s) that may be subsequently issued for purposes of the contract.

Site: The term “the site” shall mean the lands and other areas on, under or through which the works are to be executed or carried out and any other lands or places provided by the Employer for the purpose of the contract.

Approved, Directed and Selected: The terms “approved”, directed” and “selected” shall mean the approval, direction and selection of or by the Architect.

Singular and Plural: Words importing the singular shall also include the plural and vice versa where the context requires.

Kshs.

Exception to the Standard Method of Measurement

Kshs.

- A. **Attendance:** Clause B/20 (b) of the Standard Method of Measurement of Building and Associated Civil Works for Eastern Africa, published by the Architectural Association of Kenya, Quantity Surveyors Chapter; 2nd Edition Metric; (June 2008) is deleted and the following clause is substituted:-

Attendance on nominated sub-Contractors shall be given as an item in each case and 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 hosting: providing electric power and removing and replacing dust 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.

Alterations to Bills, Pricing etc

- B. All 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 any 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 the tender will be accepted.

Limitations of the Site

- C. The site of the works shall be used solely for the purpose of executing and completing the Contract to the satisfaction of the Project Manager.

The Contractor shall make every effort to avoid, and in any event shall be liable for, any undue disturbance amounting to nuisance to the occupiers of the contiguous properties and / or to the Employers activities by reasons of noise, dust, traffic and the like or by neglect to control his workmen or materials.

The Contractors attention is drawn to the fact that where there are existing buildings on the site. He shall confine himself to the areas necessary for executing the works as instructed by the Project Manager. The Contractor shall be responsible for all damage caused to existing buildings, equipment or services of the Employer on the site. The Contractor shall not cause nuisance to any activities being conducted in the other buildings on the site and shall comply with any reasonable direction in connection with the cessation of nuisance.

Preliminary Investigation of the Site and Examination of Drawings

- D. The Contractor shall be deemed to have visited, inspected and acquainted himself with the site and surroundings, general site and soil conditions, availability of materials, means of access or any other matter which may affect his tender previously to tendering.

If the Contractor is unable to locate the site, he shall apply to the office of the Architect for direction to enable him to do so.

Details of drawings and other documents in connection therewith may be inspected at the office of the Architect during normal working hours.

No claim arising from the Contractor's failure to comply with the above will be considered. The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries herein.

Materials Excavated from the Site

Kshs.

- A. All sand, murrum, ballast and other building material and any other objects found on the site or produced as a result of the building operation shall remain the property of the Employer unless otherwise instructed by the Project Manager.
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.
The quantity so used shall be measured and the value assessed by the Project Manager and shall be deducted from the Contract Price. The Contractor is strictly prohibited under any circumstances from excavating to obtain sand or gravel.
No trees, shrubs and the like other than those within the site location of the buildings and roads may be cut down, damaged or removed without the written consent of the Project Manager. All trees which do not fall within the site location of the buildings shall be carefully preserved and protected from damage during the execution of the works.

Blasting Operations

- B. Blasting will only be allowed with the express permission of the Project Manager in writing. All blasting operations shall be carried out at the Contractors sole risk and cost in accordance with any Government regulations in force for the time being, and special regulations laid down by the Project Manager governing the use and storage of explosives.

Form of Contract

- C. The Form of Contract shall be as stipulated in the Republic of Kenya’s Standard Tender Document for Procurement of Building Works (October, 2006) included herein. The Conditions of Contract are also included herein under Conditions of Contract numbered from 1 to 37 as set out in (pages STD/22 to 42) of these Tender Documents and any authorized addendum thereto. Particulars of insertions to be made in the Appendix to the Contract will be found in the Appendix to Conditions of Contract of these Tender Documents.
The Contractor shall be deemed to have read and acquainted himself with the said Conditions.

Bond

- D. The Contractor shall find and submit on the Performance Bank Guarantee an approved bank or an insurance company and who will be willing to be bound to the Employer in an amount equal to five per cent (5%) of the contract amount for the due performance of the contract up to a date 30 days beyond the date of issue of the Certificate of Completion and who will when and if called upon, sign a Bond to that effect on the relevant standard form included herein (without the addition of any limitations).

Insurance

- E. The Contractor shall insure as required in condition 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 an 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.

Site Levels

- 1.8 Before commencing work, the Contractor must arrange for and agree with the Project Manager the existing site levels and similarly establish and agree a benchmark.

Setting Out

- 1.9 The Contractor shall set out the work in accordance with the dimensions and levels shown on the drawings and shall be responsible for the correctness of all dimensions and levels so set out by him and will be required to amend all errors arising from in-accurate setting out at his own cost and expense.

In the event of any error or discrepancy in the dimensions levels marked on the drawings being discovered, the Contractor shall report such errors or discrepancies to the Project Manager for his immediate attention.

The Contractor shall not commence construction work until he has received written instruction from the Project Manager to adjust such proved discrepancies. Upon receipt of such instructions the Contractor shall thereupon be responsible for adjustments necessary.

No claim for extra expense or relief from the provisions of the Conditions of Contract based on any discrepancy or error in the dimensions or levels shown on the Drawings may be made thereafter.

Before any work is commenced by Sub-Contractors or specialist firms, dimensions must be checked on the site and or building and agreed with the Contractor irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.

Samples

- 1.10 The Contractor shall furnish at the earliest possible opportunity before work commences and at his own cost, any samples of materials or workmanship required for the works that may be called for by the Project Manager for his approval until such samples are approved by the Project Manager, and the Project Manager may reject any materials or workmanship not in his opinion to be up to approved samples.

The Project Manager shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the Project Manager. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Roads and Public Works.

The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the Project Manager.

The Contractor shall allow in his tender for such samples except those in connection with nominated sub-Contractors.

Existing Property

- 1.11 The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and shall be held responsible for all damage thereto arising from the execution of the Contract and shall make good all such damage arising from the execution of the contract at his own expense to the satisfaction of the Project Manager.

Kshs.

Checking Schedules, Drawings, Etc.

- A. The Contractor shall be responsible for checking all schedules and drawings supplied by the Project Manager and all shop drawings approved by the Project Manager. In the event of any discrepancy being found between such schedules and drawings or if the Contractor considers that additional detail drawings are required, then in either case the Contractor shall report such discrepancy to the Project Manager for instruction or apply in writing for such detail at least 28 days before the works concerned are to be executed. The Contractor shall ascertain from the drawings or otherwise any holes, recesses, plugs, etc. which may be required in time to form these as the works proceed. No extra payment will be allowed for cutting or forming such holes, recesses, or plugging subsequently.

Shop Drawings

- B. The Contractor shall allow for the production of shop drawings for structural steel works including the roof structure for the Project Manager's approval before fabrication.

Tools, Plant and Scaffolding

- C. The Contractor shall be responsible for the provision of all scaffolding, tools, plant, transport and workmen required for the works except in so far as may be stated otherwise herein and shall allow for the provision of the foregoing 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 similar purpose shall be used afterwards in the permanent works. All such plant, tools and scaffolding shall comply with all regulations whether general or local in force throughout the period of the Contract and shall be altered or adapted during the contract as may be necessary to comply with any amendments in or additions to such regulations.

Materials and Workmanship

- D. All materials and workmanship used in the execution of the works shall be of the best quality and description unless otherwise described. Any Materials for the work condemned by the Project Manager shall be removed immediately from the site at the Contractor's expense.

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 on site when required for use in the works.

The Bills of Quantities shall not be used for the purpose of ordering materials.

The Contractor shall be responsible for the provision of all materials, transport and workmen required for the works except in so far as may be stated otherwise herein and shall allow for the provision of the foregoing except for such items specifically and only required for the use of Nominated Sub-Contractors as described herein.

Sign for Materials Supplied

- E. 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.

Materials on Site

- A. All materials for incorporation in the works must be stored on 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.

Supervision

- B. The said works shall be executed under the direction and to the entire satisfaction of the Project Manager who shall at all times during normal working hours have access to the works and the yards and workshops of the Contractor and sub Contractor or other places where work is being prepared for the contract.

No work shall be carried out at night or on gazetted holidays unless authorized by the Project Manager in writing.

Contractor's Superintendence/ Site Agent

- C. The Contractor shall provide full and adequate supervision during the progress of the works and shall keep a literate English speaking, competent and authorized Agent or Representative, approved by the Project Manager (which approval may be withdrawn at any time) constantly on the works; such authorised agent shall be experienced in the kind of work involved.

Such authorized Agent or Representative shall give his whole time to the supervision of the works and shall receive on behalf of the Contractor and act upon all instructions, directions or orders issued by the Project Manager or his representative, and such instructions, directions or orders shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.

Transport to and from the Site

- D. The Contractor shall allow for the transport of materials, workmen and plant to and from the site of the proposed works, at such hours and by such routes as are permitted by the competent Authorities.

Fair Wages

- E. The Contractor shall pay rates of wages and observe hours and Conditions of labour not less favourable than the minimum rates of remuneration and minimum conditions of employment applicable in the district in which the work is being carried out. The relevant notice must be posted up and kept posted upon the site where the concerned employees can conveniently read it.

The Contractor shall comply with the Regulation of Wages and Conditions of Employment Act, Building and Construction Industry Wages Council and is to be responsible for compliance by Sub-Contractors employed in the execution of the Contract. If required he shall notify the Project Manager of the names and addresses of all such sub-Contractors.

Should a claim be made to the Project Manager alleging the Contractor's default in payment of Fair Wages to any workman employed on the contract and if proof thereof satisfactorily to the Project Manager is furnished by the Labour Department, the Project Manager may, failing payment by the Contractor, pay the claim out of any monies due or which may become due to the Contractor under this contract.

The Contractor shall furnish to the Project Manager if called upon to do so such particulars of the rates of wages, hours and conditions of labour referred to above.

Kshs.

Security of the Works

Kshs.

- A. 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 by day and night to ensure due protection and security of the works against theft, loss or damage and the protection of the public and other persons.

He shall provide all barriers, notices and watchman to prevent access of unauthorized persons into the site. The Contractor will be liable on all consequences of theft from the site of his own or Sub-Contractors' or Suppliers' materials or equipment. Any such theft will not relieve the Contractor of his liability for completion on time.

No claim will be entertained from the Contractor for not maintaining adequate security for both the works and the workers.

Public and Private Roads, Pavements etc

- B. The Contractor shall be required to maintain as required throughout the execution of the works and make good at his own expense any damage he may cause to the present approach private or public road surfaces and other ancillary routes e.g. parking yards, paved yards etc., arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the Project Manager.

Police Regulations

- C. The Contractor shall allow for complying with all instructions and regulations of the police authorities.

Progress Schedule

- D. The Contractor is to prepare and submit within 14 days of possession of site, a time and progress chart showing the time and order in which he proposes to carry out the works within the total construction time stated in the contract for the Project Manager's approval. The chart shall show in detail the construction time and order in which each section of the work is to be carried out and be sub-divided into trades or tasks.

Upon letting of sub-contracts, the Contractor shall incorporate times and details of each separate sub-Contractors work (which information is to be agreed by the sub-Contractor) and the chart shall be so designed to accommodate this information.

At the end of each week the Contractor shall mark on the chart in a different colour the actual times taken to complete the respective stages and sections of the work. The Contractor shall also show upon the chart the anticipated weekly labour strength required (divided into labourers and craftsmen) and shall similarly mark up the actual numbers employed).

The Contractor shall obtain the Project Managers approval of the chart and shall supply copies to the Project Manager and his representatives and a further copy to be retained on site. Before the 25th day of each month, the Contractor shall submit a monthly progress report in triplicate to the Project Manager indicating the achieved progress and giving details of any delays caused by inclement weather or other reasons beyond his control. The report must include information on labour employed and the progress of all trades, including Nominated Sub-Contractors. The Contractor shall take at least five photographs per week showing the general progress of all sections of the works. The Contractor shall submit to the Project Manager one copy of each photograph at the monthly site meetings. The progress photographs will be taken from certain reference points where practicable on site.

Overtime

- 2 The Contractor shall be responsible for any extra costs for overtime working he considers will be necessary in order to complete the work within the contract period or time for completion.

If the overtime is as a result of a written instruction issued by the Project Manager, then the Contractor shall be reimbursed in respect of such overtime to the extent only of the additional net cost of unproductive time payable over and above the basic hourly rates as laid down by the Regulation of Wages and Conditions of Employment Act, Building and Construction Industry Wages Council. This excludes any bonuses, profits and overheads.

Water for the Works

- 3 The Contractor shall provide at his own cost risk and cost all necessary water for use in connection with the works including the work of sub-Contractors, make arrangements of separate meter for all water used by him throughout the Contract. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. The Contractor shall provide temporary storage tanks and piping as he may consider necessary at his own cost and clear away at completion and make good to the 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 used and for installation provided especially for their own use.

All water shall be fresh, clean and pure, free of earthy, vegetable or organic matter, acid or alkaline substance in solution or suspension.

Power for the Works

- 4 The Contractor shall provide at his own risk and cost all artificial lighting and power for use on the works, including all sub-Contractors and specialist requirements and including all temporary connection, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.

Tests

- 5 The Project Manager may, whenever he considers it desirable, test any materials before they leave the maker's premises as well as after delivery on the site, and the Architect shall be at liberty to reject any materials after delivery should he consider them unsatisfactory, notwithstanding the preliminary test and approval of the materials at the maker's premises. The costs of these tests are to be borne by the Contractor.

When directed by the Project Manager, samples of materials (the samples being taken by approved sampling methods) are to be supplied by the Contractor for laboratory tests and shall be delivered by the Contractor at his own cost to the Project Manager's office or as otherwise directed.

The Contractor shall, whenever so instructed by the Project Manager, cut out sections of work executed or samples of materials incorporated therein and shall deliver them where directed for the purpose of testing.

All work disturbed shall be made good forthwith by the Contractor. All costs incurred in cutting out, making good and delivering as aforesaid, shall be borne by the Contractor unless the result of the test shows that the materials etc. are in accordance with this contract.

The Contractor shall allow in his tender for such tests and except those in connection with nominated sub-Contractors work.

Concrete Cube Tests

- A. The Contractor shall allow in his rates all costs in connection with the making of the cubes, curing, transport, crushing by testing laboratory and obtaining test certificate.

Disposal of Water from all Sections of the Works

- B. Allow for keeping the site and buildings free from water arising from whatsoever cause.
The Contractor shall notify the Project Manager as soon as water percolation or water logging becomes apparent and he shall obtain the written permission of the Project Manager before carrying out any continuous pumping or other method of removal of water which may lower the water level on adjoining sites.

The Contractor shall ensure that no nuisance is caused by the outfall of pumped water and shall obtain the necessary permission before connecting temporary drainage to existing drains and/or sewers. Any fees and charges in connection with such work shall be deemed to be included in the Contract price.

Interruption of the Works

- C. The Contractor is to allow herein for all costs incurred by the interruption of work owing to public parades, processions and the like.

Advertisements

- D. The Contractor shall not allow except with the consent in writing of the Project Manager, billboards, postings or advertising of any kind upon the works or upon any place of which the Contractor has possession for the purpose of carrying out this contract. Also not allowed is to take, publish or advertise any photographs or any printed matter or use the name of the Project Manager in relation to the Contract.

Protection of Persons and Property

- E. The Contractor shall provide for the efficient protection of the public, the Employer's servants and property and all other persons occupying or using the premises, also of adjoining or neighbouring property during the progress of the works included in or required to be done in connection with the Contract.

The Contractor shall take all precaution to eliminate as far as possible the danger to the public and other persons arising from the entry and exit of vehicles to and from the site.

Trespass and Nuisance

- F. All reasonable means shall be used to avoid inconveniencing adjoining owners and occupiers. No workmen or plant employed on the works shall be allowed to trespass upon adjoining properties. If the execution of the works requires that workmen or plant must enter upon adjoining property, the necessary permission shall be first obtained by the Contractor who shall see that these instructions are carried out. The Contractor shall indemnify the Employer against any claim or action for damages on account of any trespass or other misconduct of the Contractor's employees.

The Contractor shall not obstruct any public way otherwise do or suffer to be done anything which may amount to a nuisance or annoyance and shall not interfere with any right of way or light to adjoining property, and any notice received by him or left upon the site requiring the discontinuance or suspension of any part of the works shall at once be forwarded by him to the Project Manager in writing, and the Contractor shall keep the Employer indemnified against any claim or loss consequent upon any act, neglect or omission of the Contractor or his agents, servants or workmen in this respect.

Safety, Health and Welfare of Work People

Kshs.

- A. The Contractor shall be responsible for and shall ensure the safety and welfare of his work people, and those of his sub-Contractors, Nominated Suppliers and persons employed directly by the Employer. Allow for providing and maintaining on the site adequate medical facilities and approved equipment, kept fully replenished and in an accessible position.

The Contractor must provide and ensure proper use of protective wear, which include helmets, welding goggles, safety belts, leather gloves and footwear etc at all times during construction. This shall be made available to all workers employed on and of site, visitors, consultants and the Employer’s employees. In the event that the Contractor fails to comply with this requirement, the Project Manager may order suspension of the works until such time that the Contractor shall comply and any delay arising there from shall be entirely at the Contractor’s cost.

Government Acts Regarding Work People

- B. 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 provision of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulations relating to Insurance, pensions and holidays for workpeople also the safety, health and welfare of 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 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 tender.

No claim in respect of want of knowledge in this connection will be entertained.

Copyright

- C. The copyright of these Bills of Quantities is vested in the Project Manager and they may not be reproduced in whole or in part without the Project Manager’s written permission.

Details to be Private and Confidential

- D. The Drawings, Bills of Quantities and Contract documents applicable to this contract are restricted by copyright.

The Contractor shall treat the details of this Contract as private and confidential for his own information only and shall not publish or disclose the details of the Contract in any trade or technical paper or elsewhere (except as necessary for the purpose hereof) without the previous consent in writing of the Project Manager.

Temporary Works Generally

- E. Clearing away temporary works and making good after shall be deemed to be included with the items.

Access to Site and Temporary Roads

- F. Means of access to the site shall be agreed with the Project Manager prior to commencement of the works. The Contractor shall allow for building any necessary temporary access roads for the transport of 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 the completion of the works the Contractor shall remove such temporary roads, temporary culverts, bridges etc., and make good and reinstate all works and services disturbed to the satisfaction of the Project Manager.

Sheds, Stores etc., for Use by Contractors

- A. The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds for storage accommodation for all goods and materials liable to suffer damage from exposure to sunlight or inclement weather, and make good damaged or disturbed surfaces upon completion to the satisfaction of the Project Manager.
The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up offices, mess rooms and all other buildings required by the Contractor for his own use and the use of Nominated Sub-Contractors as required by the item of attendance.
The 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.

Office for the Consultants

- B. The Contractor shall provide a properly ventilated lockable office for the Consultants having a minimum floor area of 40 square metres, with a concrete or timber floor, glazed windows, equipped with a desk with lockable drawers, table of sufficient size for site meetings, strong metal trunk/ plan chest complete with strong hasp and staple fastening and two keys for drawings and twelve chairs. Provision shall be made for artificial lighting and cleaning facilities for the duration of the works.
The Contractor shall also erect and maintain and/or arrange toilet and sanitary facilities for the sole use of the Consultants and their representatives including making temporary connections to the drain where applicable to the satisfaction of the Government, medical officer of Health and Local Authorities and shall provide the services of a cleaner, pay all charges and keep both office and sanitary facilities in a clean and sanitary condition from commencement to the completion of works and dismantle and make good disturbed surfaces.
The office and toilet 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 leveling staff, ranging rods and 50 metre metallic or linen measuring tape.

Site Accommodation for Clerk of Works

- C. **Office:** The Contractor shall provide, maintain and clear away a property ventilated office for the clerk of works, having a minimum floor area of 30 square metres, with concrete or timber floor, glazed windows, equipped with a desk with lockable drawers, table and three chairs.

Residence: The Contractor shall not be allowed to accommodate the Clerk of Works on site. Any necessary alternative accommodation for the Clerk of Works shall only be allowed and approved by the Architect.

Telephone

- D. The Contractor shall provide a telephone or mobile phone throughout the course of the contract and shall pay all charges and rentals in connection therewith. The telephone shall be available for the use of the Consultants at all times.

Sanitation

- A. The sanitation of the works shall be provided, maintained and removed on completion by the Contractor to the satisfaction of the Project Manager and Local Authorities.
- The Contractor shall provide and/or arrange for toilet and sanitation facilities of his workmen and sub-Contractors workmen entirely at his own cost.
- The Contractor shall be required to pay all charges and shall ensure clean daily maintenance and disinfecting of the toilets not less than once per week. The whole area shall be sprayed with disinfectant and insecticide and on completion of the works the toilets and any temporary drains shall be removed and all works and surfaces disturbed made good and the whole area disinfected and left clean and free from pollution to the satisfaction of the Project Manager and Local Authorities.

Rates on Temporary Buildings

- B. The Contractor shall be responsible for the payment of all rates and taxes in respect of huts or other temporary buildings erected on the site for the purposes of the works. The Contractor shall also be responsible for agreeing or otherwise dealing with notice of assessment, demand note or other like document which may be received in respect of such huts or temporary buildings. The Contract Price shall be deemed to include for the aforesaid and for payment of any expenses incurred by the Contractor in connection with such assessment.

Temporary Hoarding

- C. The Contractor shall allow for providing and clearing away on completion such temporary hoarding approximately 2.4 m high constructed of 28 gauge corrugated metal sheets on timber framing consisting of 100 x 50 mm timber posts firmly secured at 1800 mm centres with two 75 x 75 mm timber rails. The location of the hoarding shall be as directed by the Project Manager on site. This will include temporary gates, fences etc. necessary for the proper execution of the works, for the protection of the public and for meeting the requirements of appropriate Authorities. This will ensure separation of areas occupied by ongoing/existing works.
- The Contractor is in addition required to take all precautions necessary for the custody of the works, materials, plant, public and Employer's property on the site.

Provisional Sums

- D. The term Provisional Sum wherever used in this Bills of the Quantities shall have the meaning stated in section A item A6 (i) of the Standard Method of Measurement of Building and Associated Civil Works for Eastern Africa, published by the Architectural Association of Kenya; 2nd Edition metric; (June, 2008). Such sums are net and no addition shall be made to them for profit.
- 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 Managers order added to the contract price.
- Such work shall be the valued, but should any part of the work be executed by a Nominated sub-Contractor, the value of such work or articles of 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.

Prime Cost Sums

- E. 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 A6(ii) of the Standard Method of Measurement of Building and Associated Works for Eastern Africa, published by the Architectural Association of Kenya; 2nd Edition metric; (June, 2008).
- 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.

Adjustment of Prime Cost Sums

Kshs.

- A. In the Final Account all Prime Cost 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 Price. 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 Prime Cost sums shall be adjusted in the Final Account pro-rata to the amount paid. Items of 'attendance' (as previously described) following Prime Cost 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 Bills 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 Prime Cost sum is included in these Bills 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.

Nominated Sub-Contractors

- B. When any work is instructed 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 works concerned in the P.C sums under the description add for Attendance. The Contractor shall accept the responsibility for providing the following services for Nominated Sub-Contractors:

- i) General Attendance: The following services are described as allow for general attendance:
 - a) Use for the purpose of the Sub-Contract works of any scaffolding belonging to or provided by the Contractor while it remains so erected upon the site, provided that no warranty or other liability on the part of the Contractor or of his other sub-Contractors shall be implied in regard to the fitness, condition or suitability of the said scaffolding.
 - b) Provision of water, lighting, watching and attendance for the purpose of the Sub-Contract Works.
 - c) Use of sanitary accommodation, mess rooms and welfare facilities.
 - d) Provision of space storage of plant and materials.
 - e) Clearing away rubbish produced by them.
- ii) Special Attendance: The following services are stated under a separate item which shall have the meaning described hereunder:
 - a) Taking deliver: shall mean provision of unskilled labour necessary to attend upon the Sub-Contractors workmen for the purpose of unloading plant and materials when received upon the site and placing in position within the Sub-Contractors storage space or store.
 - b) Hoisting: shall mean the provision of unskilled labour and the use of any Contractors standing plant for the purpose of hoisting the Sub-Contractors plant and materials to the various levels but not placing in its final position.
 - c) Providing Power: shall mean the provision of power during the course of the works and during the period of commissioning and training.

Nominated Sub-Contractors shall be responsible for (unless specifically mentioned under Special Attendance):-

- i) The cost of any necessary alteration to or re-erection of the Contractors ordinary scaffolding which may be required by them to carry out their work.
- ii) Special scaffolding.
- iii) Provision, erection and removal of workshops, sheds, etc. for the storage of materials or plant where the nature of the materials or plant are such that they may be damaged by inclement weather, or other buildings for their employees, workmen and materials.
- iv) Provision of all necessary labour, plant, tools, materials and equipment, etc, necessary to carry out and complete their work.

Nominated Suppliers

- A. The Contractor shall take delivery as directed by the Project Manager of all materials or goods supplied by the Nominated Suppliers and shall sign a receipt as having received them in good order and condition. The Contractor shall insure, off load, transport to site, unload, hoist, provide safe storage and thereafter be responsible for any loss or damage or replacement of any such lost or damaged articles at his own expense and shall return empty cases if so required.

Cutting Away and Making Good, Etc.

- B. Cutting away and making good, etc; in connection with Sub-Contractors work and the taking delivery and fixing of materials delivered to site by Nominated Suppliers have been included in this Document as Provisional sums or measured work.

Fixing Only

- C. Fixing only items to be supplied under Provisional or PC Sums or items to be supplied by the Employer shall include for taking delivery at site, unloading, storing in weather protected storage, taking from store and moving to final positions and fixing by methods required for each particular item.

Direct Contract

- D. Notwithstanding the foregoing conditions, the Employer 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 the same direct. In any such instances, profit relative to the P.C sum in the priced Bills of Quantities will be adjusted as described for P.C sums and allowed.

Attendance upon other Tradesmen, etc

- E. The Contractor shall allow for the attendance 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 on their work and also for use at 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 the extent executed at rates provided in these Bills of Quantities.

Provisional Work

- 3.14 All work described as Provisional in these Bills of Quantities is subject to re-measurements 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 be 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 measurement to be taken and afterwards reinstate at his own expense.

Protection of the Works

- 3.15 Provide protection of the whole of the works contained in the Bills of Quantities, including casing, casing up, coverings 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 Employer.

The Contractor shall cover up and protect all finished work liable to damage including provision of temporary roofs, gutters, drains, etc. until the completion of the works.

In the event of any damage occurring to the works, materials, sewers, drains, gullies, paths or other works on the site in temporary possession of the Contractor for the purpose of this contract either from the weather, want of proper protection, defects or insufficiency of the works of any other cause whatsoever during the progress of the works, the Contractor shall be responsible and shall without extra charge, make good all damage and pay all costs which may be levied.

Removal of Rubbish

- 3.16 The Contractor shall allow for the removal of all rubbish and debris from the buildings and site as it accumulates, at weekly intervals or as directed by the Project Manager, and at the completion of the works and remove all plant, scaffolding and unused materials at completion.

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.

Final Cleaning of Building and Site

- 3.17 Before handing over any building the Contractor shall properly clean and flush all gutters, rainwater and waste pipes, manholes and drains and wash (except where such treatment might cause damage) all floors, sanitary fittings and finished surfaces, clean glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metal work and leave all sanitary and other appliances in full working order. He shall also cut and weed all grassed areas, clean down external steps, paths and roads and leave the whole in perfect condition ready for occupation.

Leave the whole buildings watertight, clean, and perfect and fit for occupation to the approval of the Project Manager.

Training Levy

- E. The Contractor's attention is drawn to Legal Notice No.375 of 1995, which requires payment by the Contractor of a Training Levy at the rate of ¼% of the contract price on all contracts of more than Kshs 1,000,000 in value and the Contractor should allow in this contract for all costs arising or resulting therefrom.

Kenya Bureau of Standards Levy

- A. The Contractor's attention is drawn to the recent debate regarding the payment of Legal Notice No.267 of June 1990 and to this Levy.
The Contractor's tender must include for all costs arising or resulting therefrom.

Capacity Building Levy

- B. The Contractor's attention is drawn to the Public Procurement and Disposal Act, 2005 section 18(5)(d) and its Regulation 4(1) which requires payment of the Capacity Building Levy at the rate of 1.5% of the Contract Price.
The Contractor's tender must include for all costs arising or resulting therefrom.

GENERAL PRELIMINARIES SUMMARY

5. Carried Forward From Page No. 1/1
6. Carried Forward From Page No. 1/2
7. Carried Forward From Page No. 1/3
8. Carried Forward From Page No. 1/4
9. Carried Forward From Page No. 1/5
10. Carried Forward From Page No. 1/6
11. Carried Forward From Page No. 1/7
12. Carried Forward From Page No. 1/8
13. Carried Forward From Page No. 1/9
14. Carried Forward From Page No. 1/10
15. Carried Forward From Page No. 1/11
16. Carried Forward From Page No. 1/12
17. Carried Forward From Page No. 1/13
18. Carried Forward From Page No. 1/14
19. Carried Forward From Page No. 1/15
20. Carried Forward From Page No. 1/16
21. Carried Forward From Above

TOTAL**GENERAL PRELIMINARIES****CARRIED FORWARD TO SUMMARY OF BILL NO. 1**

PARTICULAR PRELIMINARIES

Kshs.

Pricing of Items of Preliminaries

- A. Prices will be inserted against items of preliminaries in the Contractor’s priced Bills of Quantities and specifications.
The Contractor is advised to read and understand all preliminary items.

Pricing Rates

- B. The Contractor shall include for all costs in executing the whole works including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.

Location of the Site

- C. The site of the proposed works is situated **in Kibos about 10 Kilometres from Kisum town in Kisumu County.**

The Contractor is advised to visit the site to familiarize with the nature and position of the site. No claim arising from the Contractor's failure to do so will be entertained.

Materials from Demolitions

- A. All salvaged materials arising from demolitions and not re-used shall become the property of the Employer.

General Description of the Works

- B. The works to be carried out under this contract involves partitioning of offices in aluminium framed partitions, metal shelves in stores and car park shades.

Bid Security

- C. The Contractor shall furnish, as part of his bid, a bid security in the sum of the prescribed amount. The format of the Tender security shall be in accordance with the form of Tender Security included in the Standard Forms or any other form acceptable to the Employer. The security for bid shall be valid for 30 days beyond the validity of the Tender.

Performance Bond

- D. A bond of 5% of the Contract Price will be required in accordance with clause 6 on award of contract of the Instructions to Tenderers.
No payment on account for the works executed will be made to the Contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank.

Tender Documents

- E. Tender documents are as listed in clause 2.1 of the Instructions to Tenderers.

Delivery of Tender

- F. Tenders and all documents in connection therewith, as specified above, must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the advertisement. Tenders will be opened at the time specified in the letter accompanying these documents or as indicated in the advertisement.
Tenders delivered or received later than the above time will not be opened.

Sufficiency of Tenders

- G. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works, the rates and prices stated in the priced Bills of Quantities, which rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the works.

Security

- 6. The Contractor shall allow for providing adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and the workers.

Prevention of Accident, Damage or Loss

- 7. The Contractor is notified that these works are to be carried out on a restricted site where the Employer is going on with other normal activities.
The Contractor is thus 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 Employer. The Contractor shall allow in his rates any expense he deems necessary by taking such care within site.

Working Conditions

- 8. The Contractor shall also allow in his rates for any interference that he may encounter in the course of execution of the works for the Employer may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the facility will be operating as usual during the course of the Contract.

Labour Camps

- 9. 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.

Signboard

- 10. The Contractor shall allow for providing, erecting and maintaining throughout the course of the contract and afterwards clearing away a signboard in a position approved by the Project Manager showing the title of the Contract, the Client, names and addresses of the Consultants, main Contractor, nominated sub-Contractors and suppliers and such information as designed, specified and approved by the Project Manager who shall approve the design, layout and colours of the board. The whole board shall be maintained in good condition, repaired when necessary and removed when no longer required. The lettering describing the Consultants shall not exceed 50 mm in height. The signboard may be erected on site only when and where directed by the Project Manager..

Measurements

- 11. The measurements for all Contract Bills shall be in accordance with the Standard Method of Measurement of Building and Associated Civil Works for Eastern Africa, published by the Architectural Association of Kenya, Quantity Surveyor Chapter; 2nd Edition metric; (June, 2008). In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence.
However such discrepancies between any contract documents shall immediately be referred to the Project Manager in accordance with the conditions of contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with the said Conditions.

Kshs.

Clearing Away

- A. The Contractor shall upon completion of the works remove and clear away all temporary works and buildings, plant, equipment, rubbish and unused materials from the site, and shall leave the whole of the site of the works in a clear and tidy state to the reasonable satisfaction of the Project Manager. He shall also remove all rubbish and dirt from the site as it accumulates, at weekly intervals or as directed by the Project Manager.
The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.

Value Added Tax

- B. The Contractor's attention is drawn to the Finance Act part 3 Section 21(b) operative from 1st September, 1993 and any other amendments thereafter, which requires payment by the Contractor of Value Added Tax on all Building Construction Contracts signed after 1st September 1993.

The Contractor is to insert tender prices inclusive of V.A.T and the tender will be deemed to include for all costs arising or resulting therefrom.

Claims

- C. 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 claims or intent to claim notice to the Project Manager within the contract period in accordance with the conditions of contract.
No claims shall be entertained upon the expiry of the said contract period.

Urgency of the Works

- D. The Contractor is notified that these works are urgent and should be completed within the period stated in this contract.
The Contractor shall allow in his rates for any costs he deems that he may incur by having to complete the works within the stipulated contract period.

Existing Services

- A. Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.

Contract Completion Period

- B. The contract completion period in accordance with condition 31 of the conditions of contract must be adhered to.

The Project Manager shall strictly monitor the Contractor's progress in relation to the progress chart and should it be found necessary the Project Manager shall inform the Contractor in writing that his actual performance on site is not satisfactory. In all such cases the Contractor shall accelerate his rate of performance production and progress by all means; such additional labour, plant, etc. and working overtime shall be at the Contractors cost.

Current Workload

- C. It will be a condition in this tender, that every tenderer declares his/ her litigation history, and provides a list of his/ her on-going construction projects indicating the contract price/ tender amount, date of completion, current physical status and the value of the uncompleted works. Where there are no on-going projects, a nil return must be made.

The list, which must be submitted at the time of tender opening, shall cover projects both with the Government/ Public and Private bodies, being undertaken by the tenderer, or about to commence.

Failure to fulfill these conditions shall render the tender non responsive.

Further, tenders from the following tenderers shall be treated as non-responsive and therefore subject to automatic disqualification:-

- (i) A tender from a tenderer whose on-going project(s) is/ are behind schedule, and without any approved extension of time.
- (ii) A tender from a tenderer who has been served with a default notice on on-going projects.
- (iii) A tender from a tenderer with on-going projects exceeding four (4) in number, regardless of the total value of the outstanding works.

Advance Payment

- D. Advance payment **WILL NOT** be granted.

Kshs.

PARTICULAR PRELIMINARIES SUMMARY

- A. Carried Forward From Page No. 1/18**
- B. Carried Forward From Page No. 1/19**
- C. Carried Forward From Page No. 1/20**
- D. Carried Forward From Page No. 1/21**
- E. Carried Forward From Page No. 1/22**

TOTAL

PARTICULAR PRELIMINARIES

CARRIED FORWARD TO SUMMARY OF BILL NO. 1

GENERAL AND PARTICULAR PRELIMINARIES

SUMMARY

A. General Preliminaries ----- Page No. 1/17 -----

B. Particular Preliminaries ----- Page No. 1/23 -----

GENERAL AND PARTICULAR PRELIMINARIES

CARRIED TO GRAND SUMMARY

OFFICE PARTITIONING

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<u>OFFICE PARTITIONING</u>				
	<u>DEMOLITIONS (All Provisional)</u>				
	<u>The tenderer is advised to visit the site before pricing and ascertain the nature of the existing buildings and services. No claims arising from the Tenderers ignorance will be entertained.</u>				
	<u>Materials arising from demolitions will not be used in permanent works without express written permission from the Architect. All salvaged materials shall become the property of the Employer. The Tenderer shall allow in his rates the cost of transporting all arising debris away from site or as directed by the Architect and the cost of making good disturbed surfaces.</u>				
	<u>Carefully remove part of the existing building to make way for alterations, repairs and new finishes, make good disturbed surfaces and cart away from site; the areas to be demolished comprise the following:</u>				
4.	Demolish existing veneered block board partitions, cart away debris arising therefrom and make good disturbed surfaces (approximately.)		ITEM		

Carried to collection	
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P/1

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<u>PARTITIONING</u>				
	<u>TYPE 'A' & 'A1'</u>				
	<u>Powder coated aluminium in:</u>				
A	75 x 45 x 3 mm thick bottom piece.	75	LM		
B	Ditto; top piece	89	LM		
C	Ditto; transome	266	LM		
D	Ditto; mullions	285	LM		
E	75 x 45 x 3 mm thick door frame	77	LM		
F	19 x 16 x 3 mm beading	1265	LM		
G	45mm. Thick semi-solid core flush door overal size 900 x 2100 mm high faced both sides with mahogany veneer; hardwood lipped all round; with and including centrally fixed 9 mm thick tinted laminated glass panel size 500 x 1700 mm high (D1).	15	No.		
D.	750 mm wide aluminium louvres; comprising 8 No. 100 mm wide fixed aluminium louvres fixed to and including 75 x 45 x 3 mm thick aluminium framing	84	LM		
	<u>Supply and fix the following ironmongery from 'ASSA ABLOY' or other equal & approved manufacturer including all necessary matching screws.</u>				
I	150 mm. Pressed brass butt hinges	23	Prs		
J	Euro cylinder lock case, 72mm centres with heavy brass handle on plate; ref. 1555 - 72 PB	15	No.		
K	38 mm. Diameter door stopper	15	No.		
L	Door closer	15	No.		

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<u>Sawn Cypress in:</u>				
A	75 x 50 mm thick framing	217	LM		
	<u>Laminated tinted glazing with obscure film to metal with 19 x 16 x 3 mm thick aluminium glazing beads (m/s).</u>				
B	9 mm thick in panes 1.5 to 2.0 square metres in partitions	151	SM		
	<u>12 mm thick special laminate MDF boards; hardwood lipped all round; fixed to aluminium framing (m/s) in :-</u>				
C	Partitioning; fixed to aluminium framing (m/s) with 19 x 16 mm aluminium beading (m/s)	39	SM		
	<u>Wrot Mahogany in:</u>				
D	100 x 25 mm thick timber board	75	LM		
E	100 x 25 mm thick skirting	150	LM		

Carried to collection				

P/3

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<u>TYPE 'B'</u>				
	<u>Powder coated aluminium in:</u>				
A	75 x 45 x 3 mm thick bottom piece.	53	LM		
B	Ditto; top piece	53	LM		
C	Ditto; transome	53	LM		
D	Ditto; mullions	90	LM		
E	19 x 16 x 3 mm beading	391	LM		
	<u>Sawn Cypress in:</u>				
F	75 x 50 mm thick framing	130	LM		
	<u>Laminated tinted glazing with obscure film to metal with 19 x 16 x 3 mm thick aluminium glazing beads (m/s).</u>				
G	9 mm thick in panes 1.5 to 2.0 square metres in partitions	58	SM		
	<u>12 mm thick special laminate MDF boards; hardwood lipped all round; fixed to aluminium framing (m/s) in :-</u>				
H	Partitioning; fixed to aluminium framing (m/s) with 19 x 16 mm aluminium beading (m/s)	22	SM		
	<u>Wrot Mahogany in;</u>				
I	100 x 25 mm thick timber board	53	LM		
J	100 x 20 mm thick wrot mahogany skirting	106	LM		

Carried to collection				

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<u>TYPE 'C' & 'C1'</u>				
	<u>Powder coated aluminium in:</u>				
A	75 x 45 x 3 mm thick bottom piece.	35	LM		
B	Ditto; top piece	35	LM		
C	Ditto; transome	105	LM		
D	Ditto; mullions	114	LM		
E	75 x 45 x 3 mm thick door frame	5	LM		
F	19 x 16 x 3 mm beading	506	LM		
F	45mm. Thick semi-solid core flush door overal size 900 x 2100 mm high faced both sides with mahogany veneer; hardwood lipped all round; with and including centrally fixed 9 mm thick tinted laminated glass panel size 500 x 1700 mm high (D1).	1	No.		
E.	750 mm wide aluminium louvres; comprising 8 No. 100 mm wide fixed aluminium louvres fixed to and including 75 x 45 x 3 mm thick aluminium framing	5	LM		
	<u>Supply and fix the following ironmongery from 'ASSA ABLOY' or other equal & approved manufacturer including all necessary matching screws.</u>				
H	150 mm. Pressed brass butt hinges	2	Prs		
I	Euro cylinder lock case, 72mm centres with heavy brass handle on plate; ref. 1555 - 72 PB	1	No.		
J	38 mm. Diameter door stopper	1	No.		
K	Door closer	1	No.		
	<u>Sawn Cypress in:</u>				
L	75 x 50 mm thick framing	86	LM		

Carried to collection	
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<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<u>Laminated tinted glazing with obscure film to metal with 19 x 16 x 3 mm thick aluminium glazing beads (m/s).</u>				
A	9 mm thick in panes 1.5 to 2.0 square metres in partitions	59	SM		
	<u>12 mm thick special laminate MDF boards; hardwood lipped all round; fixed to aluminium framing (m/s) in :-</u>				
B	Partitioning; fixed to aluminium framing (m/s) with 19 x 16 mm aluminium beading (m/s)	37	SM		
	<u>Wrot Mahogany in;</u>				
C	100 x 25 mm thick timber board	35	LM		
D	100 x 20 mm thick wrot mahogany skirting	70	LM		

Carried to collection				
P/6				

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
<u>TYPE 'D' & 'D1' (IN EXECUTIVE WING)</u>					
<u>Wrot Mahogany</u>					
F.	125 x 25 mm frame to receive 15 mm thick laminated glass (m/s) in openings; fixed on Mild steel hollow Section frames (m/s).	40	LM		
B	250 x 50 mm door frame fixed on Mild steel hollow Section frames (m/s).	16	LM		
C	250 x 50 mm door frame plugged to walls (m/s).	21	LM		
D	100 x 25 mm thick skirting	29	LM		
E	50 x 25 mm thick Architraves	152	LM		
<u>Moulded wrot mahogany panelled door comprising 150 x 50 mm thick top, bottom and middle rails and stiles; Panels infilled with 47 mm thick moulded solid decorated wrot Mahogany tongued and grooved mouldings worked on both sides.</u>					
F	Single door overall size 900mm x 2100 mm high (D2).	7	No.		
<u>Supply and fix the following ironmongery from 'ASSA ABLOY' or other equal & approved manufacturer including all necessary matching screws.</u>					
E	150 mm. Pressed brass butt hinges	11	Prs		
F	Euro cylinder lock case, 72mm centers with heavy brass handle on plate; ref. 1555 - 72 PB	7	No.		
G	38 mm. Diameter door stopper	7	No.		
H	Door closer	7	No.		
<u>Mild steel</u>					
I	25 x 16 mm. Approved door cramps 250mm. Long once bent one end drilled and screwed to wood.	42	No.		

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<u>Laminated tinted glazing with obscure film fixed to Mahogany frames (m/s) with and including 20 x 15 mm thick wrot mahogany beadings</u>				
A	15 mm thick anti-bandit glass in panes 0.5 to 1.0 square metres in partitions	6	SM		
	<u>12 mm thick special laminate MDF boards; hardwood lipped all round; fixed to mild steel burglar proofing (m/s) in :-</u>				
B	Partitioning	82	SM		
	<u>Wall Paper</u>				
C	High quality wall paper fixed to MDF boards (m/s) to the approval of the project manager.	82	SM		
	<u>Burglar Proofing</u>				
D	Mild steel burglar proofing comprising 50 x 50 x 3 mm thick mild steel SHS frame rawl bolted into masonry wall and concrete slabs, 30 x 30 x 3 mm RHS vertical members welded to framing at 150 mm centers; including forming openings size 300 x 1700 mm for glazing (m/s)..	41	SM		

Carried to collection				

P/8

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<u>TYPE 'E' (IN STRONG ROOM)</u>				
	<u>Wrot Mahogany</u>				
1.12	250 x 50 mm door frame fixed on Mild steel hollow Section frames (m/s) on two sides and plugged to masonry walls (m/s) on one side.	6	LM		
B	100 x 25 mm thick skirting	20	LM		
C	50 x 25 mm thick Architraves	10	LM		
	<u>Moulded wrot mahogany panelled door comprising 150 x 50 mm thick top, bottom and middle rails and stiles; Panels infilled with 47 mm thick moulded solid decorated wrot Mahogany tongued and grooved mouldings worked on both sides.</u>				
D	Single door overall size 900mm x 2100 mm high (D2).	1	No.		
	<u>Supply and fix the following ironmongery from 'ASSA ABLOY' or other equal & approved manufacturer including all necessary matching screws.</u>				
E	150 mm. Pressed brass butt hinges	2	PRS		
F	Euro cylinder lock case, 72mm centres with heavy brass handle on plate; ref. 1555 - 72 PB	1	No.		
G	38 mm. Diameter door stopper	180	No.		
H	Door closer	1	No.		
	<u>Mild steel</u>				
I	25 x 16 mm. Approved door cramps 250mm. Long once bent one end drilled and screwed to wood.	6	No.		
	<u>12 mm thick special laminate MDF boards; hardwood lipped all round; fixed to mild steel burglar proofing (m/s) in :-</u>				
J	Partitioning	58	SM		

Carried to collection	
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P/9

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<u>Burglar Proofing</u>				
F.	Mild steel burglar proofing comprising 50 x 50 x 3 mm thick mild steel SHS frame rawl boted into masonry wall and concrete slabs, 30 x 30 x 3 mm RHS vertical members welded to framing at 150 mm centres.	29	SM		

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<u>TYPE 'F' (IN CASH OFFICE COUNTER)</u>				
	<u>25 mm thick special laminate MDF boards; hardwood lipped all round; fixed to aluminium/timber framing (m/s) in :-</u>				
A	Counter top	2	SM		
B	Counter Supports	2	SM		
C	150 mm fascia counter	3	LM		
F.	Cash drawers overall size 469 x 580; comprising 4 No. compartments size 230 x 230 and 2 No. compartments size 230 x 120 mm; complete with all necessary ironmongery and runners.	2	No.		
	<u>20 mm thick approved granite fixed with and including approved adhesive to MDF/blockboards (m/); to approved colour and in accordance with the manufacturers instructions; in;</u>				
E	Counter top	2	SM		
F	150 fascia to counter	3	LM		
	<u>12 mm thick special laminate MDF boards; hardwood lipped all round; fixed to aluminium framing (m/s) in :-</u>				
G	Partitioning; fixed to aluminium framing (m/s) with 19 x 16 mm aluminium beading (m/s)	2	SM		
	<u>Wrot Mahogany</u>				
H	100 x 20 mm skirting	4	LM		
	<u>Powder coated aluminium in:</u>				
I	75 x 45 x 3 mm thick bottom piece.	2	LM		
J	Ditto; top piece	2	LM		
K	Ditto; transome	5	LM		
L	Ditto; mullions	9	LM		
M	19 x 16 x 3 mm beading	31	LM		

Carried to collection	
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P/11

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<u>Laminated tinted glazing with obscure film fixed to Mahogany frames (m/s) with and including 20 x 15 mm thick wrot mahogany beadings</u>				
A	15 mm thick antibandit clear sheet glass in panes 1.5 to 2.0 square metres in partitions	2	SM		
B	Extra over 15 mm thick glass for 150 mm diameter communication gap with glass overlap to details.	1	No.		
C	750 mm wide aluminium louvres; comprising 8 No. 100 mm wide fixed aluminium louvres fixed to and including 75 x 45 x 3 mm thick aluminium framing	2	LM		
	<u>IRONMONGERY</u>				
	<u>Supply and fix the following ironmongery from 'UNION' or other equal & approved manufacturer including all necessary matching screws.</u>				
	<u>CASH TRAY</u>				
D	Stainless steel cash receptacle to detail	1	No.		

Carried to collection	
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P/12

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<u>Folding Doors</u>				
A	50 mm thick timber folding size 5100 x 2850 mm complete with framing and sliding gear.	1	No.		
B	250 x 50 mm thick wrot mahogany frame with three labours	11	LM		

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Carried to collection

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<u>PAINTING</u>				
	<u>Prepare and apply one coat Silk Vinyl Emulsion Paint to "Crown Paints" or equal and approved to :-</u>				
A	Plastered walls and columns; internally	3635	SM		
	<u>Prepare and apply one coat plastic Emulsion Paint to "Crown Paints" or equal and approved to :-</u>				
B	Plastered ceilings; internally	1997	SM		
	<u>Touch up manufacturers primer and apply three coats P.V.A. based gloss oil paint to "Crown Paints" or equal and approved</u>				
	<u>Metal surfaces; generally to :-</u>				
C	Metal door; Internal.	54	SM		
D	Metal door; External.	7	SM		
E	Burglar proofing (<i>measured both sides</i>).	58	SM		
	<u>Prepare and apply three coats special effect paint to "Crown Paints" or equal and approved to timber surfaces; generally to :-</u>				
F	MDF boards; Internal.	141	SM		
	<u>Three coats Two-Pack polyurethane varnish; to "Crown Paints" or equal and approved</u>				
	<u>Wood surfaces; generally to :-</u>				
G	Door surfaces; internally	30	SM		
H	Door quadrants/beading/architraves; not exceeding 100 mm girth; internally	162	LM		
I	Door frames; 200 to 300 mm girth	54	LM		
J	Window Boards, frames, skirtings frames; 100 to 200 mm girth	582	LM		

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
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COLLECTION

OFFICE PARTITIONING

- Brought forward form page P/1
- Brought forward form page P/2
- Brought forward form page P/3
- Brought forward form page P/4
- Brought forward form page P/5
- Brought forward form page P/6
- Brought forward form page P/7
- Brought forward form page P/8
- Brought forward form page P/9
- Brought forward form page P/10
- Brought forward form page P/11
- Brought forward form page P/12
- Brought forward form page P/13
- Brought forward form page P/14

STORES ALTERATIONS

Item	Description	Qty	Unit	Rate	Kshs.
	<p><u>PROPOSED ALTERATIONS AT THE MAIN STORES</u></p> <p><u>DEMOLITIONS (All Provisional)</u></p> <p><i><u>The tenderer is advised to visit the site before pricing and ascertain the nature of the existing buildings and services. No claims arising from the Tenderers ignorance will be entertained.</u></i></p> <p><i><u>Materials arising from demolitions will not be used in permanent works without express written permission from the Architect. All salvaged materials shall become the property of the Employer. The Tenderer shall allow in his rates the cost of transporting all arising debris away from site or as directed by the Architect and the cost of making good disturbed surfaces.</u></i></p> <p><u>Carefully remove part of the existing building to make way for alterations, repairs and new finishes, make good disturbed surfaces and cart away from site; the areas to be demolished comprise the following:</u></p> <p>A Cut window opening size 1800 x 1300 mm high in 200 mm thick natural stone walling, cart away debris arising therefrom and make good disturbed surfaces (2 No.)</p> <p>B Cut Door opening size 900 x 2400 mm high in 200 mm thick natural stone walling, cart away debris arising therefrom and make good disturbed surfaces (1 No.)</p>		ITEM		
	Carried to collection				

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<u>SHELVES</u>				
A	Supply and assemble in place customized heavy duty metal shelves overall size 1500 x 600 x 2400 mm high with 4 No shelves, as per 'MECOL' or other equal approved; painted with epoxy paint on all exposed surfaces.	12	No.		
B	Supply and assemble in place customized heavy duty metal shelves overall size 1800 x 600 x 2400 mm high with 4 No shelves, as per 'MECOL' or other equal approved; painted with epoxy paint on all exposed surfaces.	13	No.		
C	Supply and assemble in place customized heavy duty metal shelves overall size 1800 x 900 x 2400 mm high with 4 No shelves, as per 'MECOL' or other equal approved; painted with epoxy paint on all exposed surfaces.	4	No.		
	<u>LOCKABLE METAL CABINETS</u>				
D	Supply portable lockable metal cabinet with 4 No. adjustable shelves to design specification overall size 900 x 450 x 2150 mm high as per 'MECOL' or other equal approved.	3	No.		
	<u>METAL STEP STOOLS</u>				
E	Supply portable metal step stool with 4 steps, 600 mm wide and 1200 mm high to design specification as per 'MECOL' or other equal approved.	2	No.		
Carried to collection					

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<p><u>WINDOWS</u></p> <p><u>Supply, assemble and fix the following Aluminium framed windows, fabricated from approved composite extruded powder coated heavy duty approved standard hollow or angle sections(100/75/50</u></p> <p><u>x 50 x minimum 2mm thick) with 6mm thick glass secured on framing with approved glazing strips and glazing beading including waterproofing all joints using silicon sealing compounds and approved aluminium brackets; fixing with screws; building in lugs to jambs, plugging and screwing head and cill ;sealing with mastic, adjusting on completion and all necessary ironmongery such as hinges, locking devices to Architects approval</u></p>				
A	Sliding window overall size 1800 x 1300 mm high (W1)	2	No.		
	<u>Glass in openings to windows in metal beading</u>				
B	6 mm thick; tinted sheet glass and glazing in and including aluminium beading	5	SM		
	<u>DOORS</u>				
	<u>Mild steel Door</u>				
C	Mild steel double leaf door overall size 1900 x 2400 mm high comprising; 50 x 50 mm RHS frame plugged into wall, 4 No. equal 14 gauge mild steel panel infils framed with and including 50 x 50 x 3 mm thick mild steel SHS; complete with all necessary ironmongery (D4).	1	No.		
D	Ditto; size 1200 x 2400 mm high (D5)	1	No.		
Carried to collection					

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<u>COUNTER</u>				
	<u>25 mm thick special laminate MDF boards; hardwood lipped all round; fixed to aluminium/timber framing (m/s) in :-</u>				
A	Counter top	4	SM		
B	Counter Supports	4	SM		
C	150 mm fascia counter	7	LM		
D	Cash drawers overall size 469 x 580; comprising 4 No. compartments size 230 x 230 and 2 No. compartments size 230 x 120 mm; complete with all necessary ironmongery and runners.	4	No.		
	<u>20 mm thick approved granite fixed with and including approved adhesive to MDF/blockboards (m/); to approved colour and in accordance with the manufacturers instructions; in;</u>				
E	Counter top	4	SM		
F	150 fascia to counter	7	LM		
	<u>Wrot Mahogany</u>				
G	100 x 20 mm skirting	7	LM		
Page 128 of 147					
Carried to collection					

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<u>PARTITIONING</u>				
	<u>TYPE 'G'</u>				
	<u>Wrot Mahogany</u>				
A	100 x 25 mm thick skirting	12	LM		
	<u>12 mm thick special laminate MDF boards; hardwood lipped all round; fixed to mild steel burglar proofing (m/s) in :-</u>				
B	Partitioning	36	SM		
	<u>Burglar Proofing</u>				
C	Mild steel burglar proofing comprising 50 x 50 x 3 mm thick mild steel SHS frame rawl bolted into masonry wall and concrete slabs, 30 x 30 x 3 mm RHS vertical members welded to framing at 150 mm centers.	33	SM		
	<u>TYPE 'H'</u>				
	<u>Burglar Proofing</u>				
D	Mild steel burglar proofing comprising 50 x 50 x 3 mm thick mild steel SHS frame rawl bolted into masonry wall and concrete slabs, 30 x 30 x 3 mm RHS vertical members welded to framing at 150 mm centers.	24	SM		
Page 129 of 147					
Carried to collection					

CAR PARK SHADES

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<u>CAR PARK SHADES</u>				
	<u>SUBSTRUCTURES</u>				
	<u>Excavations</u>				
A	Excavate for column bases in rocky soils starting from ground level not exceeding 1.50 metres deep	115	CM		
B	Ditto; over 1.50 metres but not exceeding 3.0 metres deep	38	CM		
C	Extra over all excavations for breaking up/excavating in existing compacted Hardcore	29	CM		
	<u>Disposal of excavated material</u>				
5.	Fillings around substructure walls and columns;				

	backfill and compact in 150 mm layers: selected excavated materials.	140	CM
E	Remove surplus excavated material from site and cart away from site.	18	CM

Planking and strutting

F	Allow for planking and strutting to sides of all excavations: keep excavations free from all fallen materials		ITEM
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Disposal of Water

G	Allow for keeping excavations free from all water irrespective of method, pumping etc.		ITEM
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In situ concrete mix (1:4:8): in

H	50 mm Blinding under column bases	30	SM
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In situ Vibrated Reinforced Concrete: (mix 1:2:4) grade 20 (20 mm aggregate): in:-

I	Column bases	9	CM
J	Stub Columns	10	CM

CARRIED TO COLLECTION

C/1

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<u>High yield square twisted bar reinforcement to B.S. 4461; including bends, hooks, tying wire, distance blocks and spacers</u>				
A	16 mm diameter	468	KG		
B	12 mm diameter	414	KG		
C	8 mm diameter	180	KG		
	<u>Sawn formwork: to</u>				
D	Column bases	54	SM		
E	Sides of columns stubs	134	SM		
	<u>Making Good</u>				
F	Allow for making good disturbed surfaces of Concrete paving blocks (Cabro) (Approximately 3 SM).		Item		
<i>CARRIED TO COLLECTION</i>					
<u>COLLECTION PAGE</u>					
Brought Forward from Page C/1					
Brought Forward from Page C/2 Above					

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<u>SUPERSTRUCTURES</u>				
	<u>The following in Structural steel; hot rolled, framed, bolted and welded connections including hoisting and placing 2.8 metres above ground level</u>				
A	150 x 150 x 4 mm thick Square Hollow Section (SHS) columns; overall length 4,350 mm with one end welded with 8 mm welds to 300 x 300 mm x 10 mm (m/s) bolted to concrete stub columns (m/s) and the other end bolted/welded to steel canopy trusses (m/s) 2700 mm above ground level.	30	No.		
B	50 mm diameter by 4 mm thick Circular Hollow Section (CHS) in cantilever beam.	170	LM		
C	50 mm diameter by 4 mm thick Circular Hollow Section (CHS) in hips.	320	LM		
D	50 mm diameter by 4 mm thick Circular Hollow Section (CHS) in ridges.	10	LM		
E	30 mm diameter by 3 mm thick Circular Hollow Section (CHS) in ridge lattice truss members.	50	LM		
F	30 mm diameter by 3 mm thick Circular Hollow Section (CHS) in tension members.	150	LM		
G	50 mm diameter by 4 mm thick Circular Hollow Section (CHS) 150 mm long legs to hips.	80	No.		
E.	50 x 150 x 6 mm thick plate with 1 No. 14 mm diameter holes for 12 mm black bolts (m/s) welded to cantilever beams (m/s).	40	No.		
I	Ditto; welded to mild steel column (m/s).	40	No.		
F.	75 x 50 x 6 mm thick 100 mm long angle cleat with 2 No. 14 mm diameter holes for 12 mm black bolts (m/s) welded to cantilever beams (m/s).	80	No.		
K	300 x 300 x 10 mm thick base plate with 4 No. 18 mm diameter holes for 16 mm diameter holding down bolts (m/s).	10	No.		

<i>CARRIED TO COLLECTION</i>	
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<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
G.	16 mm diameter x 500 mm long holding down bolts one end embedded into concrete column stubs (m/s) and the other bolted to base plate (m/s).	120	No.		
1.13	12 mm diameter black bolts one end embedded into concrete column stubs (m/s) and the other bolted to base plate (m/s).	200	No.		
<u>Car shed cover/netting</u>					
G.	Heavy gauge high quality water proof car shed netting/canopy on steel structure (m/s) to approved colour and pattern.	750	SM		

<i>CARRIED TO COLLECTION</i>	
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<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<u>PAINTING AND DECORATING</u>				
	<u>Touch up manufacturers primer and apply three coats P.V.A. based gloss oil paint to "Crown Paints" or equal and approved</u>				
	<u>Metal surfaces; generally to :-</u>				
A	Mild steel columns; externally	100	SM		
B	Ditto; canopy truss members over 100 mm girth but not exceeding 200 mm girth; external.	730	LM		
C	Ditto; not exceeding 100 mm girth; external.	200	LM		
D	Ditto; steel base plates; external.	10	SM		
	<u>Road Marking Paint</u>				
E	Yellow road marking paint not exceeding 100 mm girth; external.	200	LM		
F	White/black road marking paint to kerbs over 200 mm girth but not exceeding 300 mm girth; external.	250	LM		
Page 143 of 147					

CARRIED TO COLLECTION

<i>Item</i>	<i>Description</i>	<i>Qty</i>	<i>Unit</i>	<i>Rate</i>	<i>Kshs.</i>
	<p><u>COLLECTION PAGE</u></p> <p>Brought Forward from Page C/3</p> <p>Brought Forward from Page C/4</p> <p>Brought Forward from Page C/5</p>				
SUPERSTRUCTURES CARRIED TO SUMMARY					
	<p style="text-align: center;"><u>SUMMARY</u></p> <p>1 Substructures C/2</p> <p>2 Superstructures C/6</p>				

TOTAL CAR PARK SHADES CARRIED TO GRAND SUMMARY				

