



KERIO VALLEY DEVELOPMENT AUTHORITY

TENDER FOR REFURBISHMENT OF VIP GUEST HOUSE IN TURKWEL

TENDER NO.: KVDA/T/02/2020-2021

RECEIPT NO.....

TENDER REG. NO.....

CLOSING DATE 30th SEPTEMBER 2020 AT 10.00 AM

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SECTION 1

STANDARD TENDER DOCUMENT FOR PROCUREMENT OF WORKS

(Building and Associated Civil Engineering Works)

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INTRODUCTION

This standard tender document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of works (i.e. Buildings and associated Civil Engineering Works).

The following guidelines should be observed when using the document: -

- (a) Specific details should be furnished in the Invitation to tender and in the special conditions of contract (where applicable). The tender document issued to tenderers should not have blank spaces or options.
- (b) The instructions to tenderers and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through Appendix to instructions to tenderers and special conditions of contract respectively.

Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable prospective tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements.

The invitation to tender shall be as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have been pre-qualified following a request for prequalification.

SECTION 1(ii)

Letter of Invitation to tender

SECTION I - INVITATION TO TENDER

Tender No. **KVDA/T/02/2020/2021**

Tender Name:

REFURBISHMENT OF VIP GUEST HOUSE AT TURKWEL.

1.1 KVDA invites tenders from eligible candidates for construction, commissioning and handing over of
Renovation Works

1.2 Interested candidates may obtain further information and inspect the tender documents at **KVDA** at the address given below.

1.3 A complete tender document may be obtained by any interested tenderer upon payment of a non-refundable fee of **Kshs. 1,000 (Kenya Shillings One Thousand)** payable to **KVDA**. Candidates are advised that the fee does not include postage charges and are strongly advised to arrange for direct collection of the tender documents. The tenders documents can also be downloaded **free of charge** from the following websites: www.kvda.go.ke; www.co.ke or/and IFMIS supplier portal: supplier.treasury.go.ke;

1.4 Completed tenders should be submitted on or before (**Wednesday, 30TH September 2020 at 10.30AM**). Failure to provide tender security will lead to disqualification of the tender.

1.5 Prices quoted shall be inclusive of duty and other taxes and shall remain valid for **90 (ninety days)** from the closing date of the tenders

Completed tender documents shall be submitted in plain sealed envelopes clearly marked with the Tender number and name and marked

“DO NOT OPEN BEFORE

Wednesday, 30TH September 2020 at 10.30AM

Tender No. **KVDA/T/02/2020-2021**

TENDER FOR REFURBISHMENT OF VIP GUEST HOUSES AT TURKWEL.

And addressed to:

**The Managing Director
Kerio Valley Development Authority (KVDA)
P.O. Box 2660-30100
Eldoret**

1.6 Tenders will be opened immediately after the closing time in the presence of tenderers representatives who choose to attend the opening at

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SECTION 1(ii)

Instructions to tenderers

SECTION 1(ii)

INSTRUCTIONS TO TENDERERS

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17-18 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 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 the 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 their tenders and information updating their original pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission.
- 1.5 Where no pre-qualification of potential tenderers has been done, all tenderers shall include the following information and documents with their tenders, unless otherwise stated:
 - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the tender to commit the tenderer:
 - (b) total monetary value of construction work performed for each of the last five years:

- (c) experience in works of a similar nature and size for each of the last five years, and details of work under way or contractually committed; and names and addresses of clients who may be contacted for further information on these contracts;
- (d) major items of construction equipment proposed to carry out the Contract and an undertaking that they will be available for the Contract,
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the Contract,
- (f) reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to seek references from the tenderer's bankers;
- (i) information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and
- (j) proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

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

- (a) the tender shall include all the information listed in clause 1.5 above for each joint venture partner;
- (b) the tender shall be signed so as to be legally binding on all partners;
- (c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
- (d) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of all the 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; **(Refer to Section 1 (iv) : Appendix to Conditions of Contract)**
- (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 ten years
 - (c) two works of a nature and complexity equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70% 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 of at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's tender. Subcontractor's 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 the costs.
- 1.11 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may

be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.

- 1.12 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.13 The price to be charged for the tender document shall not exceed Kshs. 1,000/=
- 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.

*i) These Instructions to Tenderers ii) Form of
Tender and Qualification Information iii)
Conditions of Contract iv) Appendix to
Conditions of Contract v) Specifications
vi) Drawings
vii) Bills of Quantities
viii) 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 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 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 tendered 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 Bills 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 the rates and prices for all items of the Works described in the Bills 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 Bills of Quantities. All duties, taxes, and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the tenderer.
- 3.4 The rates and prices quoted by the tenderer shall 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 the Tender Security for the period of the extension, and in compliance with clause 3.7 – 3.11 in all respects.

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

invitation to tender. If so allowed, tenderers wishing to offer technical alternatives to the requirements of the tendering documents must also submit a tender that complies with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. In addition to submitting the basic tender, the tenderer shall provide all information necessary for a complete evaluation of the alternative, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives if any, or 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 discrepancy between them, the original shall prevail.
- 3.15 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer, pursuant to clause 1.5 (a) or 1.6 (b), as the case may be. All pages of the tender where alterations or additions have been made shall be 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 this tender.
- 3.18 The tender security shall be in the amount of 0.5 – 2 percent of the tender price.

4 Submission of Tenders

(Refer to Section 1 (iv) : Appendix to Conditions of Contract)

- 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 unopened.
- 4.4 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 4.2. Each tenderers 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 tenderer’s 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 an alternative tender (if alternatives have been requested or permitted), any discounts, tender modifications and withdrawals, the presence or absence of Tender Security and such other details as may be considered appropriate, will be announced by the Employer at the opening. Minutes of the tender opening, including the information disclosed to those present will be prepared by the Employer.
- 5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of Contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer’s officials, processing of tenders or award decisions may result in the rejection of his tender.

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

SECTION 1(iii)

Conditions of Contract

SECTION 1(iii)

CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. Definitions

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

“Bill of Quantities” means the priced and completed Bill of Quantities forming the 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” 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 labor and the associates materials and plant

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

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

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

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

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

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

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

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

“Specifications” means the Specifications of the Works include 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 Sub-contractor” 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 applies to any section of the Works (other than the 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)** *Bills 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 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

- a. Language and 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 Decision

- 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 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 all 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 authorized by the Project Manager, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

16. Instructions

- 16.1 The Contractor shall carry out all the 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 the 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 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 then 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 the 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 the 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 retentions. 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 the 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 the 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 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 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 s\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 cooperated 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 the 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 subclauses 25.4 and 25.5 and shall be subject to adjustment in the events specified there under;

- (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 (JBC) 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 JBC 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 JBC and applied to the quantum of labor 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 expression 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 JBC 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 JBC 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 JBC 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 in 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 unavoidable result of the Works, or

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

(b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design,

or due to war or radioactive contamination directly affecting the place where the Works are being executed.

30.2 from the completion date until the defects correction certificate has been issued, the risk of loss of or damage to the works, plant and materials is the Employer's risk except loss or damage due to;

- (a) a defect which existed on or before the completion date
- (b) An event occurring before the completion date, which was not itself, the employer's risk.
- (c) The activities of the contractor on the site after the Completion Date.

30.3 From the start date until the defects correction certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the works, plant, materials, and equipment) which are not employer's risk are Contractor's risks.

The contractor shall provide, in the joint names of the Employer and the contractor, insurance cover from the start date to the end of the defects liability period, in the amounts stated in the Appendix to conditions of contract for the following events;

- (a) Loss of or damage to the works, plant and materials
- (b) Loss of or damage to equipment
- (c) Loss of or damage to property (except the works, plant, materials and equipment) in connection with the contract and
- (d) Personal injury or death

30.4 Policies and certificates for insurance shall be delivered by the contractor to the project manager for his approval before the start date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.

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

- 30.6 Alterations to the terms of 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 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 and 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 the contract shall include, but shall not be limited to, the following;
- (a) the contractor stops work for 30 days when no stoppage of the work is shown on the current program has not been authorized 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 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 onsite.

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 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 use all materials on 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, good or materials belonging to or hired by him, and in default the employer may (without being responsible for any loss or damage) remove and sell any such property of the contractor, holding the proceeds less all costs incurred to the credit of the contractor. Until after completion of the works under this clause the employer shall not be bound by any other provision of this contract to make any payment to the contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Project manager shall certify the amount of expenses properly incurred by the employer and, if such amount added to the money paid to the contractor before such

determination exceeds the total amount which would have been payable on due completion in accordance with this contract the difference shall be a debt payable to the employer by the contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the employer to the contractor.

35 Release from performance

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

36. Corrupt gifts and payments of commission

The contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or for showing or forbearing to show favor or disfavor 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 s made particulars of any such commission 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 the 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:
 - 34.5.1 The appointment of a replacement Project Manager upon the said person ceasing to act
 - 34.5.2 Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.
 - 34.5.3 Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
 - 34.5.4 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 1 (IV)

SECTION 1 (iv)

APPENDIX A - APPENDIX TO CONDITIONS OF CONTRACT

1 THE EMPLOYER IS

Name: KERIO VALLEY DEVELOPMENT AUTHORITY

Address: P. O. Box 2660 -30100, Eldoret, Kenya.

Name of Authorized Representative: The Managing Director

Telephone: +254-053-2063361-2

Facsimile: +254-053-2063364

Email: info@kvda.go.ke

2 **The Project Manager shall be** Employer or Persons designated by the Employer as such.

3 **The name (and identification number) of the contract is**

**REFURBISHMENT OF VIP GUEST HOUSE AT TURKWEL.
TENDER NO.KVDA/T/02/2020-2021**

4 **The Work consists of** Renovation works consisting demolitions, wall partitions, ceiling works, floor finishes, Joinery fittings as well as mechanical and Electrical works on a standalone bungalow.

5 **The start date shall be** *(to be determined on award)*

6 **The intended completion date for the whole of the works** *(to be determined on award)*

7 **The following documents also form part of the contract** *(to be determined)* ▪ *Bills of Quantities*

8 **The contractor shall submit a revised program for the works within Seven (7) day of delivery of the letter of acceptance.**

9 **The site possession date shall be** *(to be determined on award)*

10 **The site is located at** KVDA offices upper hill behind World Bank and Equity Centre

11 **The Defect liability period is** 6 months (from date of practical completion)

12 **Other Contractors, Utilities, etc to be engaged by the employer** *(to be determined)*

13 **The minimum insurance covers shall be;**

c.1 The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design shall be the entire contract value

- c.2** The minimum cover for loss or damage to Equipment is *(Contractor to determine)*
- c.3** The minimum for insurance of other property is Ksh 5 million
- c.4** The minimum cover for personal injury or death insurance
- ✦ for the contractor's employees is Ksh 10 million
 - ✦ and for other people is Ksh 10 million
- 14 The following events shall also be compensation events *(to be determined)*
- 15 The period between Program updates is every One (1) months
- 16 The amount to be withheld for late submission of an updated program *(to be determined)*
- 17 The proportion of payments retained is 10% percent subject to a limit of 5% of the contract value
- 18 The Price Adjustment Clause shall not apply if a **fixed price** contract is awarded
- 19 The liquidated and ascertained damages for the whole of the works is Ksh 200,000 per month
- 20 The performance security shall be for the following minimum amounts equivalent as a percentage of the Contract price (ten) percent (10%)
- 21 The completion period of the works is *(to be determined on award)*
- 22 The rate of exchange for calculation of foreign currency payment is *(to be determined)*
- 23 The schedule of basic rates used in pricing by the contractor is as attached *(contractor to attach)*
- 24 **Advance payment** shall be granted based on an acceptable bank advance payment bond (guarantee) and to be recovered in accordance with clause 23.

APPENDIX B - APPENDIX TO INSTRUCTIONS TO TENDER

- 1 Number of **sealed bound** copies of tender required to be submitted are: **TWO** number (**the first one clearly and labelled ‘Original’ and the second one ‘Copy’**). Information in the copy labelled Original will prevail in the event of any discrepancy.

2. DELIVERY OF TENDERS

Tenders and all documents in connection therewith, should be put in an envelope, sealed and clearly labelled **ORIGINAL** or **COPY** respectively and addressed as below

Office Renovation works at Kerio Valley Development Authority (KVDA), Nairobi.

TENDER NO.KVDA/T/02/2020-2021

**The Managing Director
KVDA
P.O. Box 2660-30100
Eldoret**

Tenders should be deposited in the Tender Box by **Wednesday, 30TH September 2020 at 10.30AM**, the Offices of KVDA..... as specified in the letter of invitation to tender.

Thereafter, the tenders will be opened at the place and time as specified in the same letter.

Tenders arriving later than the specified time will not be considered.

3. COMPLETION OF TENDERS

- a) All documents forming the tender must be completed in ink and the offer must be made in the Form of Tender.
- c) The contractor is required to check the numbers of the pages and should any be found to be missing or in duplicate or the figures or writing indistinct, he must inform the quantity surveyor at once and have the same rectified. Should the contractor be in doubt about the precise meaning or any item, word or figure, for any reason whatsoever, or observe any apparent omission of works or figures, he must inform the quantity surveyor immediately in order that the correct meaning may be decided upon before the date of the submission of the tender.

- d) No liability whatsoever will be admitted nor claim allowed in respect of errors in the contractor's tender due to mistakes in the documents which should have been rectified in the manner described above.
- e) The contractor shall not alter or otherwise qualify the text of these documents. Any alteration or qualification made without authority will be ignored and the text of these documents as printed will be adhered to.
- f) The contractor shall be deemed to have made allowance in his prices generally to cover items in the preliminaries or additions to prime cost sums or other items, if these have not been priced against the respective items.

4. TENDER RATES TO BE INCLUSIVE OF VAT (Value added tax)

The Tenderers rates or prices shall be deemed to be inclusive of VAT at the prevailing rat

- 5. The tender shall remain valid for period of ninety (90) days from date of submission. However, under exceptional circumstances the Employer may request that tenderers extend the valid period for specific period.

6. Construction programme - condition precedent

It will be a contractual condition that the tenderer shall execute the contract to completion within the accepted time period. The tenderer will provide a realistic Programme of execution of the works (progress chart) that shall become binding in the event of the tender being awarded and subject to any amendments that may be made with the approval of the Architect.

APPENDIX C – SPECIAL CONDITIONS OF CONTRACT

- 1. Bidder attention is drawn to item 1.7 of the instructions to tender on page 8 and the table below.
- 2. **All bidders must submit the requisite additional technical information as per the table below which shall be evaluated as shown:**

Ref	Particulars / Criterion		Maximum score
(i).	<p>Mandatory Requirements (failure to adhere will lead to automatic disqualification thus no further evaluation of your tender)</p> <p>i. Valid Tender Security (<i>refer to proposed format</i>)</p> <p>ii. Completed signed site visit certification form (<i>refer to format</i>)</p> <p>iii. Company registration particulars (certificate of incorporation, memorandum and articles and of association, registered office and address)</p> <p>iv. Company PIN <i>I-tax</i> generated (Kenyan Companies)</p> <p>v. Valid tax compliance certificate (Kenyan Companies)</p> <p>vi. NCA registration -Builders Work</p> <p>vii. Summarized audited financial statements for the last 3 years</p> <p>viii. All pages to be serialized (<i>i.e. all pages to be numbered</i>)</p>		
(ii)	<p>Technical Details and Methodology</p> <p>Comprehensive Methodology</p> <p>Proposed programme from award, procurement, site installation and commissioning (bidder to clearly state any necessary assumptions made)</p>	(20 marks)	35%
Ref	Particulars / Criterion		Maximum score

	<p><i>10 marks for presentable logical practical program including key planning, design & construction activities & task, long lead items, proposed approval stages, etc</i></p> <p><i>5 marks for notable special / specific attribute / rapid execution and construction approach</i></p>	(15 marks)	
(ii)	<p>Major items of construction tools and equipment available to carry out the contract</p> <p>Proposal for the timely acquisition and mobilization (owned, lease, hire, etc) of the essential equipment listed as required for the works)</p> <p><i>5marks for relevant list of plant and equipment to be used for works and undertaking of availability</i></p> <p><i>5marks for off- site facilities and undertaking of availability off-site activities, logistics, fabrication and preparation</i></p>		10%
(iii)	<p>Evidence of relevant past experience in similar works and current work load and completion status disclosure</p> <p>Provide list showing project name & location in Kenya, contract period, commencement date, completion date, percentage currently complete</p> <p>Evidence of 5 no. similar projects either completed in the last 5 years or currently ongoing.</p> <p><i>Photos of the relevant projects demonstrating contractor's capability to handle similar projects 4 marks</i></p>	(4 marks per relevant project)	20%
(iv)	Evidence of adequacy of working capital & financial		15%

Ref	Particulars / Criterion		Maximum score
	capability a) Letter from bank confirming availability of adequate funds to perform the contract (minimum Kshs. 4 million) b) Confirmation of other sources working capital, credit lines and the like.	10% 5%	
(v)	Qualification and experience of necessary key trades and personnel <i>Provision staff CVs for</i> <i>Overall team leader (with several years' relevant experience), partition/Interior works & supervision staff, building works staff</i>		10%
(vi)	Duly completed tenders <i>All relevant forms duly completed tender questionnaire; confidential business questionnaire; details of sub contractors; litigation history; declaration & anti corruption affidavit</i> <i>(5marks)</i> <i>Completed form of tender, priced bills of quantities (5marks)</i>		10%
(vii)	TOTAL TECHNICAL SCORE (ST)		100%

FINANCIAL EVALUATION

The evaluation shall be in two sections

1. Preliminary examinations and
2. Tender sum Comparisons

A) 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:

Arithmetic errors and comparison of rates

(1) Arithmetic Errors

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

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. Discount if any shall be treated as an error.

(2) Comparison of rates

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

B) TENDER SUMS COMPARISONS

In this section, tender sums will be compared to the average of all sums for bidders who have qualified from **STAGE 3A** and score awarded to a maximum of 20 as shown below.

(1) Preliminary Average

- i) The tender sums of various bidders, who qualify at **STAGE 3A** and the engineer's estimates, be compared against their **average**.
- ii) Any tenderer whose tender percentage deviation is 20% higher or lower 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 Engineer's estimate will also be subjected to the same treatment.

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

TABLE 3

Item	Description	Score	Max. score
I	<p>Tender Sums: (The tender sums of bidders, who qualify at STAGE 3A and the engineer's estimates, shall be reduced by omitting PC sums, provisional sums and contingency from the respectful amounts. The deviation of the reduced amounts in respect of each bidder from the Engineer's reduced amount shall then be worked out as a percentage of the Engineer's reduced amount (Rounded off to one (1) decimal point) and scores allocated as follows :-)</p> <p>○ Deviation of between 0% and 1% ----- 20 o Deviation of between 1.1% and 2% ----- 19 o Deviation of between 2.1% and 3% -----18 o Deviation of between 3.1% and 4% -----17</p> <p>Between { 4.1% and 18% } As above }</p> <p>○ Deviation of between 18.1% and 19% ----- 2 o Deviation of between 19.1% and 20% -----1 o Deviation of 20.1% and above ----- 0</p>		20
TOTAL			20

The Tender sum score will be carried forward to **STAGE 4**

(2) Comparison of Prices

The evaluation team shall compare the prices offered by the tenderers and the financial scores (Fs) will be determined using the formulae below. The score will be allocated a maximum of 20%.

$$Fs = 20 \times Fm/F$$

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

STAGE 4 - TOTAL SCORE

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

$$\text{Technical score (Ts) + Tender Sums Comparison Score (TSCs) + Financial score (Fs) = 60\% + 20\% + 20\%}$$

SECTION 1(v)

Standard Forms

SECTION 1(viii)

STANDARD FORMS

- (i) Form of invitation for tender (issued with the tender by the Employer)
- (ii) Form of tender (to be completed)
- (iii) Letter of acceptance (to be issued after award)
- (iv) Form of agreement/signature page (to be left blank)
- (v) Form of tender security (to be completed)
- (vi) Performance bank guarantee (to be given before award)
- (vii) Bank Guarantee for Advance Payment (to be given before advance payment release)
- (viii) Confirmation of sufficiency of information

FORM OF TENDER

Dear Sir,

Office Renovation works at Kerio Valley Development Authority (KVDA), Nairobi.

TENDER NO.KVDA/T/01/2020-2021

Having visited the site and examined the tender documents for the execution for the above works, we the undersigned are willing to contract and perform fully, the whole of the said works in accordance with the said **specifications, drawings, Bills of Quantities and Conditions of Contract** and to enter into a contract and complete the whole of the works within the time stated in this Form of Tender.

NON FLUCTUATING / FIXED PRICE TENDER

Tender figure inclusive of **inclusive** of V.A.T, Prime Cost & Provisional sums and contingencies.

KSHS. (FIGURES)

KSHS. (WORDS)

.....
....

FOR A COMPETITIVE COMPLETION PERIOD OF.....WEEKS

COMPLETION PERIOD

Further we the undersigned, agree to complete the whole of the works within the agreed time, which shall be the contract period as defined within the conditions of contract.

PROVISION OF PERFORMANCE BOND

Further we the undersigned, agree that if our tender is accepted we will enter into a Performance Bond for the due performance of the contractor with a bank, insurance company or fidelity guarantee approved by the employer

TENDER VALIDITY PERIOD

Further we, the undersigned, agree that unless and until a formal agreement is executed, this tender together with your acceptance and bid bond thereof, shall constitute a binding contract between us, and it shall remain a valid offer for Ninety (90) days.

EXAMINATION OF TENDER DOCUMENTS

Further we, the undersigned, have examined all the documents, which will form part of this contract, and we have no further questions relating to them. We have personally signed each document as indemnification.

Further, we, the undersigned understand that the lowest or any portion of any tender will not necessarily be accepted nor will any expense incurred by the tenderer in the preparation of this tender be allowed.

SIGNATURE OF TENDERER

NAME & ADDRESS OF TENDERER

(Official rubber stamp)

.....

DATE SIGNED

.....

WITNESSED BY:-

SIGNATURE OF WITNESS

NAME & ADDRESS OF WITNESS

.....

DATE WITNESSED

FORM OF TENDER SECURITY

WHEREAS..... (Hereinafter called "the Tenderer") has submitted his tender datedfor 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 thisDay of 20.....

THE CONDITIONS of this obligation are:

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

OR

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

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

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

(Date)

(Signature of the bank)

(Witness)

(Seal)

SURETY UNDERTAKING

TENDER FOR Office Renovation works at Kerio Valley Development Authority (KVDA), Nairobi.

TENDER NO.....

We (Surety)

of P.O. Box

hereby undertake to provide a guarantee in the form of **Performance Bond** supplied with these tender documents, under seal if so required, for the due performance of the contract to the extent to **ten percent (10%)** of the awarded contract sum in the event of

..... (Tenderer)
of (address)

.....
Being awarded the tender for completion and 6 (six) months maintenance **TENDER FOR Office Renovation works at Kerio Valley Development Authority (KVDA), Nairobi.**

TENDER NO.KVDA/T/01/KVDA/2020-2021 FOR **KVDA** in accordance with the standard tender document prepared by Public Procurement Directorate, Ministry of Finance and Planning for use by Central Government Ministries,

Local Authorities, State Corporations and other Public Institutions in the Procurement of

Works. (ie Buildings and Associated Civil Engineering Works) whose value exceeds Ksh 5,000,000/= by local and international competitive tendering, a copy of which has been inspected by us and without any additions or limitations.

We further agree to execute a performance bond under the forgoing terms within **FOURTEEN (14) DAYS** of being called upon to do so.

Should the said (tenderer),

.....

Not be awarded the contract, it is understood that this offer shall become null and void.

Signed for and on behalf of surety
(Authorised signatory)

Name & address of surety (official rubber stamp)

Date signed

FORM OF AGREEMENT / SIGNATURE PAGE

THIS AGREEMENT, made the..... Day of20_____ 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 one 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.

1) Letter of Acceptance

- 2) Form of Tender
- 3) Conditions of Contract Part 1
- 4) Conditions of Contract Part II and Appendix to Conditions of Contract
- 5) Specifications
- 6) Drawings
- 7) Priced Bills of Quantities

3. In consideration of the payment to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

The common seal of

Was hereunto affixed in the presence of

Signed sealed, and delivered by the said

Binding Signature of Employer

Binding Signature of Contractor

In the presence of (i) Name

Address

Signature

(ii) Name
Address
Signature

(iii) Name
Address
Signature

(iv) Name
Address
Signature

PERFORMANCE GUARANTEE

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

_____ (*Name of employer*)

Dear Sir,

WHEREAS.....(*Hereinafter called "the Contractor"*) has undertaken, in pursuance of Contract for.

_____ date _____ to execute (*herein after called the "works"*)

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for a 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*)

Kshs.....(*amount of Guarantee in words*), and we undertake to pay you, up to your first written demand and without cavil or argument, any sum or sums within the limits of Kshs..... (*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 there under 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.....

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for a 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*)

Kshs.....(*amount of Guarantee in words*), and we undertake to pay you, up to your first written demand and without cavil or argument, any sum or sums within the limits of Kshs..... (*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 there under 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.....

BANK GUARANTEE FOR ADVANCE PAYMENT

To: _____ [name of Employer] _____ [date]

_____ [address of Employer]

Gentlemen,

Ref: _____ [name of contract]

In accordance with the provisions of the Conditions of Contract of the above mentioned Contract, We,
_____ [name and address of Contractor]
(hereinafter called "the Contractor") shall deposit with

(Name of Employer) a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs.

_____ [amount of Guarantee in figures]

Kenya Shillings _____ [amount of Guarantee in words]

We, _____ [bank or financial institution], as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety

merely, the payment to _____ (name of Employer) on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding Kshs. _____ [amount of guarantee in figures) Kenya Shillings _____

[Amount of guarantee in words], such amount to be reduced periodically by the amounts recovered by you from the proceeds of the Contract.

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

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

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full payment of the same amount from the Contract.

Yours faithfully,

Signature and seal

Name of the Bank or Financial institution

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

CONFIRMATION OF SUFFICIENCY OF INFORMATION PROVIDED / SITE VISIT

1. This is to certify that we _____

(Name of Tenderer)

Of the firm of _____

(Name of firm tendering)

Having studied the contract documents, have made our selves familiar with all local conditions likely to influence the works and cost thereof.

We undertake to treat all provided information with strict confidentiality.

We further certify that we are satisfied with the description of the works and explanations given and confirm as follows:

We visited the site on _____ and confirmed all necessary information.

We did not visit the site but confirm sufficiency of provided information _____

Signed

(Name & Signature of Tenderer)

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

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

Place of registration: _____

Principal place of business _____

Power of attorney of signatory of tender _____

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

Year

Volume

Currency	Value
----------	-------

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

Project name	Name of client	Type of work	Value of
	And contact	performed and	Contract
	Person	year of	
		Completion	

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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.

2 Joint Ventures

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

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

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

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

a) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

b) One of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and

C) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer

.....

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

.....

3. Telephone number (s) of tenderer

.....

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:

	Name in full	Nationality	Citizenship Details	Shares
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:

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:

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:

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

Attach additional schedules if necessary

DECLARATION FORM & ANTI CORRUPTION AFFIDAVIT

Date

To

The tenderer i.e. (name and address)

declare the following:

- a) Has not been debarred from participating in public procurement.
- b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement.
- c) All information provided in this tender is accurate and correct

Title

Signature

Date

(To be signed by authorized representative and officially stamped) **TENDER-SECURING
DECLARATION**

[The Tenderer shall fill in this Form in accordance with the instructions indicated.] Date: [insert date
]

Tender No.: [insert tender number]

To: [insert name of Procuring Entity]

We, the undersigned, declare that: We understand that, according to your conditions, tenders must be supported by a Tenders-Securing Declaration. We accept that we will automatically be suspended from being eligible for tendering in any contract with the Procuring Entity for the period of time as determined by the Authority if we are in breach of our obligation(s) under the tender conditions, because we: (a) have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or (b) does not accept the Procuring Entity's corrections of arithmetic errors in accordance with the Instructions to Tenderers; or (c) having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender 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 ITT. We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twentyeight (28) days after the expiration of our Tender validity period. Signed: [insert signature of person whose name and capacity are shown] Name: [insert complete name of person signing the Tender Securing Declaration] In the capacity of [insert legal capacity of person signing the Tender Securing Declaration] Duly authorized to sign the Tender for and on behalf of: [insert complete name of Tenderer] 50

Dated on _____ day of _____, _____ [insert date of signing] Corporate Seal (where appropriate) [Note: In case of a Joint Venture, the Tender Securing Declaration must be in the name of all partners to the Joint Venture that submits the tender.]

SECTION 2

SPECIFICATIONS

GENERAL SPECIFICATIONS

BUILDING AND CIVIL ENGINEERING WORKS

SPECIFICATIONS

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GENERAL

A. MATERIAL GENERALLY

All materials used on the works shall be new and of the qualities and kinds specified herein and equal to approved samples. Deliveries shall be made sufficiently in advance to enable samples to be taken and tested if required. No materials shall be used until approved and all materials which are not approved or which are damaged, contaminated or have deteriorated in any way or do not comply in any way with the requirements of this specification shall be immediately removed from the site at the Contractor's expense.

B. MATERIALS FOR WHICH THERE IS A KENYA BUREAU OF STANDARDS SPECIFICATION

All materials used in the works for which a Kenya Bureau of Standard Specification has been published shall conform with the latest edition thereof in every way. The Architect reserves the right to demand that the Contractor shall obtain at his own expense a certificate in respect of any material to state that it is in accordance with the Kenya Bureau of Standard Specifications.

C. MATERIALS FOR WHICH THERE IS NO KENYA BUREAU OF STANDARDS SPECIFICATION

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

D. ALTERNATIVES TO PROPRIETARY BRANDS

Where materials are specified by their proprietary names or where fittings are specified by catalogue numbers, or descriptions, the contractor may offer material or fittings of alternative manufacture which are of equal quality. Such alternatives must be approved before being used in the works and the Contractor shall allow for this, but prior to tendering he may submit to the Architect for approval the names of any suppliers or manufacturers whose products he intends to use, together with catalogue numbers and descriptions and/or samples but the decision of the Architect will be final.

E. SAMPLES

The Contractor shall furnish for approval, with reasonable promptness all samples of material and workmanship required by the Architect. The Architect shall check and approve such for conformance

with the design concept of the works and for compliance with the information given in the Contract Documents. The work shall be in accordance with approved samples.

- (a) All material samples shall be delivered to the Architect's Office with all charges in connection therewith paid by the Contractor.
- (b) Duplicate final approved samples, in addition to any required for the Contractor's use, shall be furnished to the Architect, one for office use and one for the site.
- (c) Samples shall be furnished so as not to delay fabrication, allowing the Architect reasonable time for consideration of the sample submitted.
- (d) Each sample shall be properly labelled with the name and quality of the material, manufacturer's name, name of project, the Contractor's name and the date of submission and the specification number to which the sample refers.

GENERAL SPECIFICATIONS

A MEASUREMENT AND TESTING EQUIPMENT

The Contractor shall provide the following equipment for carrying out measuring and control tests on the site and maintain in full working order:

- (a) Straight edges 2 metres and 4 metres long for testing the accuracy of the finished concrete.
- (b) A glass graduated cylinder for use in the silt test of organic impurities in the sand.
- (c) Slump test apparatus
- (d) 150 mm steel cube moulds with base plates and tamping rod to BS 1881.
- (e) Two 30 metre steel tapes
- (f) One dumpy or quickset level and staff.
- (g) Micrometer

DEMOLITIONS & ALTERATIONS

DEMOLITIONS AND ALTERATIONS

A. DEMOLITIONS

Demolitions, taking out and cutting away shall be carefully performed and every precaution shall be taken to ensure the safety of the work. If damage should occur in the carrying out the demolitions or alterations the contractor shall reinstate and make good the same at his own expense.

B. PROTECTION

Supply, erect and maintain during the cutting of openings etc., all necessary protection to the existing premises against damage by weather or other cases.

C. LAYING THE DUST

Allow for laying the dust as far as possible during the alteration by watering with a hose or other means

D. MAKING GOOD

All making good of block work, building up of opening etc., shall be solid block work unless otherwise described, in cement mortar (1:4) properly cut, toothed and bonded and pinned up to existing work and pointed where necessary.

E. CREDIT FOR MATERIALS

Unless otherwise specified materials arising from the demolitions and alterations will become the property of the contractor. If the Contractor wishes to allow a credit for any such materials the appropriate allowance should be included in the credit column of the Bills of Quantities. In the event that the Employer wishes to take possession of any such materials the contractor will only be entitled to receive compensation to the amount of credit indicated.

F. DEFINITIONS OF TERMS

The following definitions explain and simplify the terms indicated in the description of the works.

Removal shall include:

Dismantling/pulling down/taking out/taking up/stripping etc., at the site of the works, getting from the site of the works to the outside of building by whatever means is necessary and disposal.

Disposal shall include:

Handling on site to store or to pick up point for loading

Loading into skips or lorries

Transporting away from site to yard, store or tip

Payment of all tip charges.

Making out shall include:

infilling to voids, openings, gaps and the like and matching materials and construction to existing work as last described consequent on the carrying out of other work.

DEMOLITIONS & ALTERATIONS SPECIFICATIONS

Definitions of Terms (cont'd)

Form opening in brickwork or block work shall include:

Shoring up and needling as required, cutting the opening

Designing, providing and inserting required beam or lintol and providing any calculations if required and obtaining building regulation approval.

Providing and inserting cavity gutters and the like forming new arches and the like in facework to match existing.

Quoining up jambs

Sealing cavity of hollow walls, at jambs and cill and providing and inserting damp proof course

Making good facework and features to match existing

Forming new external sub-cill or sub-thresholds to match existing

Making good the plasterwork or other applied finishes including making out into reveals and providing metal angle beads to arises where required. Removing debris.

Block in/ Blank off/ Fill in opening in brick work or block work shall include:

Carefully cutting out any flooring in opening and levelling and preparing for raising new work

Cutting toothing for bonding in new work

Filling the opening with brickwork or block work to match existing

Making out facework including cutting out arches, cills or ornamentation around

the opening and continuing any general facework pattern

Wedging and pinning to existing soffits

Providing and inserting matching damp proof course

Making out plasterwork including and continuing any existing patterns of labours and making good between new and old work so that after decoration or weathering the original opening cannot be discerned. Remove debris

Remove partition shall include:

Sorting up if required

Sizing, providing and inserting required timber beam if the partition is load bearing

Taking off skirting, picture rails and the like

Stripping off lath plaster or other finished and insulation quilts

Taking out doors, borrowed lights, hatches and the like, frames, linings and architraves and the like within any area of partitioning to be removed

Dismantling and taking studding or framed work

Making good plasterwork or other wall and ceiling finishes including cornices and other enrichments

Making good or making out floor boarding and any applied finishes

Taking out timber skirting, picture rails and the like and removing debris.

Repair roof covering shall include:

The term repair as applied to a tiled or slatted roof includes any or all of the following operations as are necessary:

Renew broken or missing tiles/slates to match existing including nailing with composition nails securing with copper tangles

Re-wedge and re-point flashings and making out with new as required

Re-make tile/slate verges or eaves including any bedding and pointing Renew defective or missing ridge or hip tiles Remove debris.

DEMOLITIONS & ALTERATIONS SPECIFICATIONS

Definitions of Terms (cont'd)

Renew roof covering shall include:

The term renew roof covering as applied to a tiled or slatted roof includes:

Lift and afterwards re-fix flashings, soakers, ridge, hip and valley coverings etc.

Strip existing roofing and battens, sort and set aside sound tiles/slates

Renew battens and re-lay existing tiles/slates together with new tiles/slates as required all to

Match existing including skirting felt underlay whether previously provided or not, and including any special tile/slates to eaves, verges, ridges and valleys

Re-wedge and re-point flashings

Remove debris

The term renew roof covering as applied to a sheet metal, felt or asphalt roof includes:

Strip existing roofing

Remove sub-base as required

Lift and afterwards re-fix flashing

Renew roof covering to match existing

Re-wedge and re-point flashings Remove debris.

Renew flashings and the like shall include:

The terms renew flashings and the like as applied to pitched or flat roofs includes any or all of the following as may be applicable:

Strip existing flashings, soakers, gutters, ridge and hop covering

Renew all work previously removed in material of similar quality and substance Re-wedge and re-point all new flashings Remove debris.

Ease and adjust shall include:

The term and adjust as applied to doors, cupboards doors, casement sashes and the like includes:

Re-hanging on existing hinges

Planning edges as necessary

Oiling locks and hinges and leaving in working order

Overhaul shall include:

The term overhaul applied to doors, cupboard doors, casement sashes and the like includes any or all of the following operations as are necessary:

Cramp up loose tenon joints and wedge or re-wedge including gluing wedges

Piercing in any existing hinges or renewing hinges if required

Plane edges

Plane off protruding tenons

Re-fix ironmongery and locks or renew if required

Oil locks and hinges

Renew glass where cracked or broken

Renew putties where loose, missing or defective

Strip existing installation shall include:

The term strip existing installation in relation to electrical installation includes:

Disconnecting at mains and making safe

Disconnecting and taking out all existing conduit, wiring and fittings (except where conduit is to be re-used)

BILL OF QUANTITIES

PROPOSED REFURBISHMENT TO STATE LODGE AT TURKWEL IN WEST POKOT COUNTY

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><u>ALL QUANTITIES ARE PROVISIONAL</u></p> <p><u>ELEMENT NO.1 DEMOLITION AND REPAIRS</u></p> <p><u>Pricing Notes</u></p> <p><u>Tenderers are strongly advised to read and understand the following notes before pricing this section. Any query on the notes should be referred to the Engineer.</u></p> <p>The unit of billing in this section is "item" or square meters as indicated</p> <p>Amounts for demolitions shall include the following in addition to what is described in the particular item:</p> <p>1) Making good i.e. re-instatement of any finishes and structures affected by the demolition work to the original state.</p> <p>2) Clearing debris with speed on a daily basis as they arise, cleaning of affected surfaces, and removal of the debris from site to local authority approved dumping sites. Accumulation of debris within the site premises shall not be allowed.</p> <p>3) Demolition work shall be carefully executed with the particular aim of minimizing damage to adjacent finishes, structure, or components.</p> <p>4)The amounts quoted shall be deemed to be inclusive of all handling of the removed items and their removal from site.</p> <p>5) Amounts given should include for adequate temporary support and protection for the remaining elements of the buildings being demolished and to adjacent buildings and services.</p> <p>6) All materials, components and fittings arising from the demolitions work shall become the property of the Contractor. The tenderer is therefore expected to give realistic credit in the appropriate column for items which have salvage value.</p> <p>7) Amount indicated will be adjusted against the approximate quantities to reflect the actual quantity of demolition work executed on site as shown on site or directed.</p> <p>8) Where concrete or structural elements are to be demolished, the contractor to allow for temporary propping and support as necessary</p> <p>9) Contractor is to ensure services to the site are temporary shut off during demolition</p>				

PROPOSED REFURBISHMENT TO STATE LODGE AT TURKWEL IN WEST POKOT COUNTY

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	DEMOLITION AND REPAIR CONT				
A	Carefully cut masonry wall to create a window and make good	0.42	SM		
B	Carefully demolish masonry wall - partition to toilet and bathtub in Ensuite washroom , masterbedroom and Common Washroom , remove wall tiles cartaway arising debri, plaster and make good	13.34	SM		
C	Carefully removal the following sanitary fittings and cartaway; 2 No. Water closet ; 2 No. Washbasin; 2 No. bathtub; 1 No Shower pans		ITEM		5,000.00
D	Carefully remove Steel casement doors complete with frames and cartaway overall size 1200x2100mm, make	1	NO.		
E	Remove existing floor tile & hack floor in readiness for new screed, cartaway arising debri	318	SM		
F	Remove existing aluminium Windows and Aluminium doors , cartaway arising debri		ITEM		30,000.00
G	Remove existing asbestos roofing , damaged Rafters and Purlins, Existing ceiling brandering, fascia board and cartaway arising debri		ITEM		100,000.00
	TOTAL FOR ELEMENT NO.1 (DEMOLITION AND REPAIR) CARRIED TO SUMMARY)				

PROPOSED REFURBISHMENT TO STATE LODGE AT TURKWEL IN WEST POKOT COUNTY

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 2; WALLS/PARTITIONS</u>				
	<u>Machine dressed natural stone walling bedded in cement and sand mortar (1:3) with minimum stone crushing strength of 7N/mm² and reinforced with 20mm wide hoop iron in every alternative course.</u>				
A	100mm thick ditto - Partition of Common Washroom and kitchen working surface support wall , Raised wash area at the Courtyard	13	SM		
B	200mm thick ditto- to fill existing widow space at common washroom after reposition of the window	0.42	SM		
	Plaster; 12mm cement/lime putty/sand; steel trowelled on masonry to:-				
B	Walls	27	SM		
	TOTAL FOR ELEMENT NO.2 (WALL AND PARTITION) CARRIED TO SUMMARY)				

PROPOSED REFURBISHMENT TO STATE LODGE AT TURKWEL IN WEST POKOT COUNTY

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
<u>ELEMENT NO.3 ROOFING</u>					
<u>Decra Roofing Shingle Profile</u>					
A	Roof covering not exceeding 450 from horizontal;fixing to timber structure (m/s) with roofing nails and neoprene washers J bolts nuts neoprene washers and caps.	362	SM		
<u>Accessories, fixing as necessary to roof</u>					
B	Ridge cap	50	LM		
C	Valley cap	20	LM		
<u>Allow for the repair of affected timber members as instructed and directed by Engineer</u>					
D	Assorted timber members-Trusses , Rafters and Purlins		ITEM		
<u>Eaves</u>					
E	50 x 50mm second grade celcured and well seasoned cypress timber brandering	436	LM		
F	Ditto but plugged	421	LM		
G	25 x 25mm Prime grade cypress timber slats at 75mm centres nailed to tie beams (m/s)	56	SM		
H	Coffee tray tacked to timber at eaves	62	SM		
<u>Fascia Board</u>					
I	225 x 25 mm thick wrot cypress fascia /barge boards fixed	120	LM		
<u>Carried to Collection</u>					

PROPOSED REFURBISHMENT TO STATE LODGE AT TURKWEL IN WEST POKOT COUNTY

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ROOFING - (CONTINUED)</u>				
	<u>Rain water goods</u>				
	<u>Gutters</u>				
A	150 x 100mm galvanized iron gutter gauge 24 fixed to fascia boards (m/s) with and including approved steel brackets at 1000mm centres	80	LM		
B	Extra over gutter for stopped ends	4	NO		
C	Ditto but for 100 mm diameter outlet	4	NO		
	<u>Downpipe</u>				
D	100 mm diameter galvanised iron downpipe gauge 24 fixed to wall with and including holder butts at 1000mm centres	16	LM		
E	Extra over downpipe for swanneck 1200mm long	8	NO		
F	Ditto horse shoe 300 mm long	4	NO		
	<u>Decoration and painting</u>				
	<u>Knot, stain prepare and apply three coats oil gloss paint to:</u>				
G	General surfaces of timber	120	SM		
H	Surfaces of timber 200-300mm girth	144	LM		
	<u>Prepare and apply three coats gloss oil paint to:</u>				
I	General surfaces of metal gutters	18	SM		
J	Surfaces of large pipes	24	LM		
	<u>Carried to Collection</u>				
	<u>COLLECTION</u>				
	FROM PAGE SDS/4				
	FROM ABOVE				
	TOTAL FOR ELEMENT NO.3 (ROOFING) CARRIED TO SUMMARY				

PROPOSED REFURBISHMENT TO STATE LODGE AT TURKWEL IN WEST POKOT COUNTY

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO.4</u>				
	<u>DOORS</u>				
	Wrot Mahogany framed frames and framings				
A	100 x 50 mm;2 no. labours; plugged door frame	82	LM		
B	40 x 35 mm moulded architrave to Doors and Doorways	82	LM		
C	25 x 25 mm moulded architrave to Doors and Doorways	82	LM		
	Panel Doors:- In Rot Mahogany				
D	50 mm Mahogany door overall size 1200 X 2100mm high	1	NO.		
E	Single swing Mahogany door size 800 x 2100mm high	11	NO.		
	<u>Steel French Door:-</u>				
F	150X50mm; 2 No.Labours;plugged door frame	4	LM		
G	French door overall size 1200 X 2100mm filled in with	1	NO.		
	<u>Aluminium Framed Door:-Fitted with Sliding grill on the Inside</u>				
H	Double Sliding Aluminium Framed Door overall size 2400 X 2800mm including frames,Sliding grill , Iron mongery and 8mm thick clear sheet glass	21	SM		
	Supply and fix the following to UNION catalogue or other equal and approved				
I	Three lever mortice lock complete with set lever aluminium handle furniture	12	NO.		
J	Two lever mortice lock complete with set lever aluminium handle furniture	1	NO.		
K	100mm steel but hinges	24	PRS		
L	Rubber door stop complete with 38mm rawl bolt	12	NO.		
	Carried to Collection				

PROPOSED REFURBISHMENT TO STATE LODGE AT TURKWEL IN WEST POKOT COUNTY

[illegible]

PROPOSED REFURBISHMENT TO STATE LODGE AT TURKWEL IN WEST POKOT COUNTY

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO.5</u>				
	<u>WINDOWS</u>				
A	250 x 25mm Precast concrete window cill bedded and jointed with cement and sand (1:3) mortar <u>Supply & Install Heavy Duty powder coated Aluminium windows complete with frames, iron mongery and 8mm thick clear sheet glass, fitted with universal mesh net on the outside frame</u>	18	LM		
B	Left Sliding Aluminium window size 1400 x 1400mm high (Type W1)	14	SM		
C	Louvered Aluminium window size 600 x 600mm high (Type W2)	4	SM		
D	Left Sliding Aluminium window size 800 x 2000mm high (Type W3)	1.6	SM		
	<u>Curtain rail</u>				
E	Double Type Aluminium curtain Rod to Windows and Entrance Doors	30	LM		
TOTAL FOR ELEMENT NO. 5 (WINDOWS) CARRIED TO SUMMARY					

PROPOSED REFURBISHMENT TO STATE LODGE AT TURKWEL IN WEST POKOT COUNTY

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 6				
	<u>EXTERNAL FINISHES</u>				
	<u>Walls</u>				
	Skim Wall surfaces , Prepare and apply three coats of first grade <u>Permaplast long lasting exterior paint</u> / Weatherguard as per "Crown Berger" or other equal and approved to:				
A	Plastered surfaces of beams	27	SM		
B	Ditto walling	232	SM		
	<u>Plinths</u>				
	<u>Hack existing Plinth , Plaster and Paint using bituminous paint:</u>				
C	12mm thick cement and sand (1:3) render to plinths	54	SM		
D	Prepare and apply three coats bituminous paint to rendered	54	SM		
	<u>Floors</u>				
	<u>Mazera Stone Tile</u>				
E	300x300 Yellow Mazera to floors at the Front Porch , Back porch and Courtyard.	100	SM		
F	Ditto 100mm high skiting	80	LM		
TOTAL FOR ELEMENT NO. 6 (EXTERNAL FINISHES) CARRIED TO SUMMARY					

PROPOSED REFURBISHMENT TO STATE LODGE AT TURKWEL IN WEST POKOT COUNTY

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 7</u>				
	<u>INTERNAL FINISHES</u>				
	<u>FLOORS</u>				
	<u>Cement and sand (1:3) screeding smooth trowelled</u>				
A	32mm Thick to receive ceramic tiles and Mazera tiles	324	SM		
	<u>Dark Grey ceramic tiles as per "Twyford Ceramics" approved bedding and jointing in cement and sand (1:3) mortar and flush pointed with white cement:</u>				
B	Twyford 6 mm thick Laguna Grey Coloured plain tiles size 600 x 600 mm -Model FGC66214	264	SM		
C	Ditto 100 x 6mm skirting	218	LM		
	<u>Twyford Wall Tiles Model FGB44533 to W.C and Bathroom</u>				
D	Twyford 6 mm thick Laguna Grey Coloured plain tiles size 400 x 400 mm	80	SM		
	<u>Ceiling</u>				
E	50 X 50mm celcured cypress timber brandering	1,346	LM		
E	Ditto but plugged	476	LM		
F	White UPVC ceiling Panels nailed to timber brandering (m/s)	324	SM		
G	Extra over UPVC ceiling for trap door size 600 x 450mm wide comprising with and including 50 x 50mm timber framing	2	NO		
H	PVC moulded cornice	284	LM		
	<u>emulsion paint to:</u>				
	Timber surfaces not exceeding 100mm girth	476	LM		
	<u>Prepare and apply three coats first grade plastic emulsion paint to:</u>				
I	Plastered walls	842	SM		
	<u>Kitchen Counter Top</u>				
J	Granite Kitchen Counter Top 600x2400mm (Egyptian white)	1	NO		
TOTAL FOR ELEMENT NO. 7 (INTERNAL FINISHES) CARRIED TO SUMMARY					

PROPOSED REFURBISHMENT TO STATE LODGE AT TURKWEL IN WEST POKOT COUNTY

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
ELEMENT NO.8 AUXILIARY WORK					
<u>Fencing of the State Lodge</u>					
A	14gauge Tripple twist chainlink fence 1800mm high complete with 4 strands of stright wire 12.5 gauge , Angle Iron Post of 50x50x6mm spacing of posts 3m apart, Angle iron pole supports on both sides of the pole at 100m centres, .Provide 3 strands of barbed wire 16 gauge, Excavation of holes 0.45m deepx0.25m dia. for installation of Angle Iron poles at 3m centres, Provide mass concrete class 20/20 (1 :2:4) for fixing of poles and pole supports as instructed by the Engineer	500	LM		
B	Fabricate, erect and paint grilled steel gate at Entrance point 5000mm comprising 1.8m pedestrian gate as instructed by the Engineer	1	No		
C	Allow a provisional sum of ksh 600,000 (SIX HUNDRED THOUNSAND SHILLING) for Construction of 4 outdoor Gazebos (Canvas shade & Mazeras floor)		ITEM		600,000.00
TOTAL FOR ELEMENT NO. 8 AUXILIARY WORK CARRIED TO SUMMARY					

PROPOSED REFURBISHMENT TO STATE LODGE AT TURKWEL IN WEST POKOT COUNTY

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO.9 MECHANICAL WORKS</u>				
	<u>SANITARY FITTINGS</u>				
	Supply, deliver, install , test and commission the following sanitary fittings including their support brackets, fixing screws, etc and connection to water supply and waste/drainage				
A	Water closet WC ensuit as Twyford classic to Bs 1213,westrn type with S-Trap outlet in white vitreous china clay material to BS 3402, 9.0 litres capacity flushing cistern to BS 1125, with internal overflow system, pvc flush pipe 32mm diameter, fixing screws, seats & cover plus all accessories or equal to be approved	4	NO		
B	Wash Basin wyford white vitreous china clay wash hand basin size 510 x 420mm to BS 1188, complete with chrome plated basin waste 32mm diameter, chain tay & chain, PVC waste plug, single chrome plated pillar tap to BS 1010 as "BRICON" size 15mm diameter, chrome plated bottle trap size 32mm diameter,flexible pipe for two, fixing screws & brackets or equal to be approved	5	NO		
C	Sink-inset type Size: 1300x500mm complete with overflow, waste fitting plugs, chain stays and 400mm diameter plastic bottle trap with 75mm deep seal complete with a chrome plated sink mixer. Sink	1	NO		
D	Toilet roll holder Toilet roll holder in vitreous china and approved colour	4	NO		
E	Robe Hook Hollow cast Double Robe hook in vitreous china and in white colour mounted on to concealed screw to wall wedges. To be as Shires (1989) or approved equivalent	4	NO		
F	Soap and sponge Build- in soap and sponge tray in approved colour	4	NO		
G	Mirrors 6mm thick polished plate glass, silver backed mirror with bevelled edges. Size 610x497mm plugged and screwed to wall with	4	NO		
H	Soap Dispenser Soap Dispenser capacity 1;136 litres completewith plastic rawl plugs, fixing screws, lock and key complete with initial fill of soapgel. the soap dispenser to be as ZALPON'S MARK 7 model, size 125x100x290mm high or approved equivalent.	5	NO		
	carried to summary				

PROPOSED REFURBISHMENT TO STATE LODGE AT TURKWEL IN WEST POKOT COUNTY

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SANITARY FITTING CONT</u>				
	1000x1200x1800mm Yideli Rectangular Shower Cubicle Enclosure comprising the following;-				
I	15mmx915mm freee standing heavy duty shower tray complete with anti-slip resistance base, stainless steel grid waste fitting, wooden frame and adjustable feet, 40mm waste and trap. As "shrines" ARAN or approved equivalent	2	NO		
	1000x1000x1800mm Yideli Rectangular Shower Cubicle Enclosure comprising the following;-				
J	15mmx915mm freee standing heavy duty shower tray complete with anti-slip resistance base, stainless steel grid waste fitting, wooden frame and adjustable feet, 40mm waste and trap. As "shrines" ARAN or approved equivalent	2	NO		
K	shower fitting as " Bricon" wall type with concealed riser pipe, carina handle and adjustable shower rose.	4	NO		
L	Towel rail 20mm diameter x 900 mm long approved towel rail chrome plated, plugged and screwed into the wall	4	NO		
	Hand Drier				
M	Automatic hand drier, operating an automatic infrared automatic sensing system with safety cut out. Complete with plastic rawl plugs and fixing screws. The hand drier to have a heating capacity of 2.2 KW,performance flow rate 3.8m³ minutes. As bunny model H02 or approved equivalent	5	NO		
	<u>INTERNAL PLUMBING</u>				
	Supply, deliver and install the following PP-R pipe work and fittings. Bidders must allow in their pipe work prices for all the male/plastic adaptors, sockets, bends etc				
	PP-R Pipes				
A	20mm diameter	8	NO		
B	25mm ditto	6	NO		
C	32mm ditto	7	NO		
D	40mm ditto	4	NO		
	Extra -over PP-R pipework for the following				
E	20mm diameter threaded Bends	4	NO		
F	20mm diameter bend	12	NO		
G	25mm diameter ditto	4	NO		
H	40mm diameter ditto	12	NO		
	Carried to collection				

PROPOSED REFURBISHMENT TO STATE LODGE AT TURKWEL IN WEST POKOT COUNTY

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	INTERNAL PLUMBING CONT				
	Tees				
I J	32mm reduced tees	6	NO		
K	32/25mm reduced tees	8	NO		
L	25x20mm reduced tees	6	NO		
M	32x3/4" male threaded tee	4	NO		
	25x3/4" male threaded tee	2	NO		
N	Sockets				
O	25x1/2" male threaded tee	12	NO		
P	20mm dia sockets	8	NO		
Q	25mm ditto	6	NO		
	32mm dia sockets	8	NO		
A	Unions				
B	20mm dia Unions	20	NO		
C	25mm ditto	6	NO		
D	32mm ditto	7	NO		
	40mm ditto	4	NO		
E	Transition fittings				
F	20x1/2" round male transition piece	9	NO		
G	25x3/4" male joint	6	NO		
	20x1/2" ditto	8	NO		
H	Gate valve				
I	20mm diameter "pegler " gate Valve	6	NO		
	25mm ditto	6	NO		
J	Ball valve				
	20mm ditto	1	NO		
A	HEATERS				
	3KW Instantenous shower heaters	4	NO		
	Carried to collection				

PROPOSED REFURBISHMENT TO STATE LODGE AT TURKWEL IN WEST POKOT COUNTY

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	EXTERNAL DRAINAGE				
	Supply, deliver and install the following Upvc and muPVC soil and waste pipework. Bidders must allow in their prices for all the various sizes of connectors adaptors etc required for the satisfactory function ing of the drainage system				
A	Upvc and muPVC pipe 110mm dia heavy duty golden brown pipe class 'D' in trenches	40	LM		
B	110mm dia heavy duty Upvc grey pipe class "D" in	35	LM		
C	50mm diameter piper in floor chasis	40	LM		
D	32mm diameter pipe in wall chasis	30	LM		
	Extra over Upvc and muPVC pipe work for following:				
E	100mm dia WC connectors	12	NO		
F	100mm dia single branch	12	NO		
G	100mm dia vent cowl and weathering slate/apron	10	NO		
H	100x50mm dia boss connector	8	NO		
I	100x50mm dia floor trap	6	NO		
J	100mm dia long radius bend	12	NO		
K	100mm dia short radius bend	12	NO		
L	100mm dia gully trap c/w cover and grating	10	NO		
M	32mm dia bends	24	NO		
N	40mm dia bends	22	NO		
O	32mm dia sweep tee	16	NO		
P	40mm ditto	4	NO		
Q	50mm ditto	6	NO		
R	32mm dia access caps	12	NO		
S	40mm ditto	4	NO		
T	100mm ditto	12	NO		
U	50x40mm reducer	12	NO		
	High Level Hot DIP Galvanized Water Tank				
A	Supply and install 10,000L hight level tank complete with necessary fittings excluding steel support tower	1	NO		
	Water Treament Unit				
B	Allow provisional sum of KSH 250,000 (TWO HUNDRED AND FIFTY THOUSAND SHILLINGS) for water treatment unit		ITEM		250,000.00
	Carried to Summary				

PROPOSED REFURBISHMENT TO STATE LODGE AT TURKWEL IN WEST POKOT COUNTY

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
C	Allow provisional sum of KSH 100,000 (ONE HUNDRED THOUSAND SHILLINGS) for unclogging of blocked Manholes and Cleaning of the Existing Septic tank		ITEM		100,000.00
D	Allow provisional sum of KSH 30,000 (THIRTY THOUSAND SHILLINGS) for Testing and Commisioning of internal drainage and external drainage to the satisfaction of the Engineer		ITEM		30,000.00
	Carried to collection				
	COLLECTION				
	From page 12				
	From page 13				
	From page 14				
	From page 15				
	From above				
	TOTAL FOR ELEMENT NO.9 MECHANICAL WORKS CARRIED TO SUMMARY				

PROPOSED REFURBISHMENT TO STATE LODGE AT TURKWEL IN WEST POKOT COUNTY

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 10-FIRE FIGHTING EQUIPMENT				
	<u>Portable Fire Extinguisher (a must)</u>				
	Supply , deliver, install, test and commission the following portable fire extinguishers and conforming to BS EN 3/BS 1449				
A	<u>Water/Carbon Dioxide Gas Fire Extinguisher</u> 9 Litres water/carbon dioxide gas portable fire extinguisher	1	No		
B	<u>Carbon Dioxide Powder Fire Extinguisher</u> 5kg carbon dioxide gas portable fire extinguisher complete	1	No		
C	<u>Dry Chemical Powder Fire Extinguisher</u> 9Kg dry chemical powder portable fire extinguisher	1	No		
D	<u>Manual Alarm Bell</u> 9" (225mm) manual operated alarm bell (Gong)	1	No.		
E	<u>Fire Blanket</u> Fire Blanket made of cloth woven with pre-asbestos yarn or	1	No.		
F	<u>Fire Notices</u> Allow for fire signage for the hose reel system, fire exits	1	No.		
G	Allow Provisional sum of KSH 15,000 for Tesing and Commissioning		Item		15,000.00
TOTAL FOR ELEMENT NO. 10 FIRE FIGHTING EQUIPMENT CARRIED TO SUMMARY					

PROPOSED REFURBISHMENT TO STATE LODGE AT TURKWEL IN WEST POKOT COUNTY

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SUMMARY</u>				
NO	ELEMENT TITLE				
1	DEMOLITIONS AND REPAIR				
2	WALLING AND PARTITIONS				
3	ROOFING				
4	DOORS WINDOWS				
5	EXTERNAL FINISHES				
6	INTERNAL FINISHES				
7	AUXILIARY WORKS				
8	MECHANICAL WORKS				
9	FIRE FIGHTING EQUIPMENT				
10	ALLOW PROVISIONAL SUM OF KSH 400,000 (FOUR				
11	HUNDRED THOUSAND SHILLINGS) for ELECTRICAL WORKS , INSTALLATIONS AND FITTINGS				
					400,000.00
	SUB TOTAL MEASURED WORKS				
	CONTINGENCIES; @ 5% of Measured Works				
	Add 4.5% Upcountry percentage weighing from Eldoret to Napuu				
	Provisional Sum KSH 800,000 (EIGHT HUNDRED THOUSAND SHILLING) for Engineers Supervision , Inspection of Works and Site Meeting expenses				
					800,000.00
	TOTAL TO GRAND SUMMARY				