



REPUBLIC OF KENYA

PROPOSED CONSTRUCTION OF PAVED PARKING, WATER RETICULATION \$ LANDSCAPING, WASHROOMS, LIFT INSTALLATION WORKS, GENERATOR INSTALLATION AND OTHER ANCILLARY WORKS AT NEW COUNTY ASSEMBLY – IN MANDERA TOWN, MANDERA COUNTY

TENDER NO. MCA/OT/01/2023/2024

TENDER DOCUMENTS

PROJECT MANAGER

**COUNTY DIRECTOR-
PUBLIC WORKS**

**MANDERA COUNTY
P.O. BOX 49 – MANDERA.**

ARCHITECT

**COUNTY ARCHITECT
MANDERA COUNTY
P.O. BOX 49– MANDERA.**

QUANTITY SURVEYOR

**COUNTY QUANTITY SURVEYOR
MANDERA COUNTY
P.O. BOX 49 – MANDERA.**

ELECTRICAL ENGINEER

**COUNTY ENGINEER ELECTRICAL (BS)
P.O. BOX 49 – MANDERA.**

MECHANICAL ENGINEER

**COUNTY ENGINEER MECHANICAL(BS)
MANDERA COUNTY
P.O. BOX 49 – MANDERA**

STRUCTURAL ENGINEER

**COUNTY ENGINEER (STRUCTURAL)
MANDERA COUNTY
P.O. BOX 49 – MANDERA**

DECEMBER, 2023

SUBMISSION DEADLINE: 11TH JANUARY, 2024 AT 10:00 AM.

REPUBLIC OF KENYA

**PROPOSED CONSTRUCTION OF PAVED PARKING, WATER
RETICULATION \$ LANDSCAPING, WASHROOMS, LIFT
INSTALLATION WORKS, GENERATOR INSTALLATION AND
OTHER ANCILLARY WORKS AT NEW COUNTY ASSEMBLY –
IN MANDERA TOWN, MANDERA COUNTY**

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REPUBLIC OF KENYA

**PROPOSED CONSTRUCTION OF PAVED PARKING, WATER
RETICULATION \$ LANDSCAPING, WASHROOMS, LIFT
INSTALLATION WORKS, GENERATOR INSTALLATION AND
OTHER ANCILLARY WORKS AT NEW COUNTY ASSEMBLY
IN MANDERA TOWN, MANDERA COUNTY**

TENDER NO.

TENDER DOCUMENTS

Issued by: -
CLERK TO COUNTY ASSEMBLY
MANDERA
P.O. Box 408-70300
MANDERA

The Contract for the above mentioned works entered into this day of20...
by the undersigned refers to these Bills of Quantities and the Ministry of Roads, Transport and
Public Works General Specification date March 1976 (together with any amendments issued
thereto) shall be read and construed as part of the said contract.

.....
CONTRACTOR

.....
THE CLERK
MANDERA COUNTY ASSEMBLY

Date:

Date:

SPECIAL NOTES

The Contractor is required to check the numbers of the pages of these Bills of Quantities and
should he find any missing or duplicate or figures indistinct he must inform the Director of
Public Works, Mandera.

Should the Contractor be in doubt about the precise meaning of any item or figure for any
reason whatsoever, he must inform the Director of Public Works, Mandera in order that the
correct meaning may be decided before the date for submission of tenders.

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

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INTRODUCTION

- 1.1 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).
- 1.2 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.
- 1.31.3
- (b) 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
 - (c) 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 prequalified following a request for prequalification.
- 1.4 The cover of the document shall include: -
- I. Tender number.
 - II. Tender name.
 - III. Name of procuring entity.

SECTION I: INVITATION TO TENDER

Tender reference No.: MCA/OT/01/2023/2024

Tender Name: PROPOSED CONSTRUCTION OF PAVED PARKING, WATER RETICULATION \$ LANDSCAPING, WASHROOMS, LIFT INSTALLATION WORKS, GENERATOR INSTALLATION AND OTHER ANCILLARY WORKS AT NEW COUNTY ASSEMBLY– IN MANDERA TOWN, MANDERA COUNTY

The **MANDERA COUNTY ASSEMBLY** invites sealed tenders for the construction of **PROPOSED CONSTRUCTION OF PAVED PARKING, WATER RETICULATION \$ LANDSCAPING, WASHROOMS, LIFT INSTALLATION WORKS, GENERATOR INSTALLATION AND OTHER ANCILLARY WORKS AT NEW COUNTY ASSEMBLY – IN MANDERA TOWN, MANDERA COUNTY**

1.1

1.2 Interested eligible candidates may obtain further information and inspect tender documents (*and additional copies*) at **MANDERA COUNTY ASSEMBLY, P.O. BOX 408 – 70300, MANDERA**, during normal working hours.

1.3 A complete set of tender documents may be downloaded free of charge from the website www.manderaassembly.go.ke or Treasury Supplier portal www.supplier.treasury.go.ke through the given negotiation number.

1.4 Tenderers who download the tender document must forward their particulars immediately to (*info@manderaassembly.go.ke*) to facilitate any further clarification or addendum.

1.5 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 120 days from the closing date of tender.

1.6 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number addressed to Clerk, Mandera County Assembly and deposited in the Tender Box at County Assembly Main Building so as to be received on or before **11th January,2024 at 10:00 am**.

1.7 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend on 11th January,2024 at 10:00 am.

For (*Accounting Officer/Procuring Entity*)

SECTION II: INSTRUCTIONS TO TENDERERS

TABLE OF CLAUSES

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INSTRUCTIONS TO TENDERERS.

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

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

1.7 To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria;

- (a) annual volume of construction work of at least 2.5 times the estimated annual cashflow for the Contract;
- (b) experience as main contractor in the construction of at least one project whose nature and complexity is equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);
- (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;
- (d) a Contract manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and
- (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 4 months of the estimated payment flow under this Contract.

- 1.8 The figures for each of the partners of a joint venture shall be added together to determine the tenderer's compliance with the minimum qualifying criteria of clause 1.7 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.7 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's tender. Subcontractors' experience and resources will not be taken into account in determining the tenderer's compliance with the qualifying criteria, unless otherwise stated.
- 1.9 Each tenderer shall submit only one tender, either individually or as a partner in a joint venture. A tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the tenderer's participation to be disqualified.
- 1.10 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.11 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.

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

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

1.14.1.1 Tender Documents

- 1.15 The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 2.4.
- (a) These Instructions to Tenderers
 - (b) Form of Tender and Qualification Information
 - (c) Conditions of Contract
 - (d) Appendix to Conditions of Contract
 - (e) Specifications
 - (f) Drawings
 - (g) Bills of Quantities
 - (h) Forms of Securities
- 1.16 The tenderer shall examine all Instructions, Forms to be filled and Specifications in the tender documents. Failure to furnish all information required by the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderer's risk and may result in rejection of his tender.
- 1.17 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.
- 1.18 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all tenderers. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 1.19 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders, in accordance with Clause 4.2 here below.

1.14.1.2 Preparation of Tenders

- 1.20 All documents relating to the tender and any correspondence shall be in English language.
- 1.21 The tender submitted by the tenderer shall comprise the following:
- (a) These Instructions to Tenderers, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications;
 - (b) Tender Security;
 - (c) Priced Bill of Quantities ;

- (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited; and
 - (f) Any other materials required to be completed and submitted by the tenderers.
- 1.22 The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause relevant to the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the tenderer.
- 1.23 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.
- 1.24 The unit rates and prices shall be in Kenya Shillings.
- 1.25 Tenders shall remain valid for a period of One Hundred and Twenty (120) days from the date of submission. However, in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing. A tenderer may refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with Clause 3.7 - 3.11 in all respects.
- 1.26 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
- 1.27 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.
- 1.28 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 ".....".
- 1.29 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.
- 1.30 The Tender Security of the successful tenderer will be discharged when the tenderer has signed the Contract Agreement and furnished the required Performance Security.
- 1.31 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.
- 1.32 Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. Alternatives will not be considered, unless specifically allowed in the invitation to tender. If so allowed, tenderers wishing to offer technical alternatives to the requirements of the tendering documents must also submit a tender that complies with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. In addition to submitting the basic tender, the tenderer shall provide all information necessary for a complete evaluation of the alternative, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tender conforming to the basic technical requirements shall be considered.
- 1.33 The tenderer shall prepare one original of the documents comprising the tender documents as described in Clause 3.2 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked “ORIGINAL”. In addition, the tenderer shall submit copies of the tender, in the number specified in the invitation to tender, and clearly marked as “COPIES”. In the event of discrepancy between them, the original shall prevail.
- 1.34 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.
- 1.35 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.
- 1.36 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.
- 1.37 The tender security shall be in the amount of **2 per cent** of the tender price.

1.14.1.3 Submission of Tenders

- 1.38 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.
- 1.39 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.
- 1.40 Any tender received after the deadline prescribed in clause 4.2 will be returned to the tenderer un-opened.
- 1.41 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 4.2. Each tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 3.13 and 4.1, with the outer and inner envelopes additionally marked **"MODIFICATION"** and **"WITHDRAWAL"**, as appropriate. No tender may be modified after the deadline for submission of tenders.
- 1.42 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.
- 1.43 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.

1.14.1.4 Tender Opening and Evaluation

- 1.44 The tenders will be opened by the Employer, including modifications made pursuant to Clause 4.4, in the presence of the tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender. Envelopes marked **"WITHDRAWAL"** shall be opened and read out first. Tenderers' and Employer's representatives who are present during the opening shall sign a register evidencing their attendance.
- 1.45 The tenderers' names, the tender prices, the total amount of each tender and of any alternative tender (if alternatives have been requested or permitted), any discounts, tender modifications and withdrawals, the presence or absence of Tender Security, and such other details as may be considered appropriate, will be announced by the Employer at the opening. Minutes of the tender opening, including the information disclosed to those present will be prepared by the Employer.

- 1.46 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.
- 1.47 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.
- 1.48 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.
- 1.49 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.
- 1.50 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
 - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.
 - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected Builder's Work (i.e. Corrected tender sum less P.C. and Provisional Sums)

- (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
 - (f) the amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.11.
- 1.51 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 5.5.
- 1.52 In evaluating the tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
- (a) making any correction for errors pursuant to clause 5.7;
 - (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Dayworks where priced competitively.
 - (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with clause 3.12; and
 - (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with clause 4.6
- 1.53 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.
- 1.54 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.
- 1.55 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.

1.14.1.5 Award of Contract

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

- 1.57 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.
- 1.58 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.

- 1.59 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.
- 1.60 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
- 1.61 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.
- 1.62 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.
- 1.63 Preference where allowed in the evaluation of tenders shall not be allowed for contracts not exceeding one year (12 months)
- 1.64 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 1.65 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 1.66 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 1.67 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 1.68 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.
- 1.69 The procuring entity may at any time terminate procurement proceedings before

contract award and shall not be liable to any person for the termination.

- 1.70 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.
- 1.71 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.

Corrupt and Fraudulent practices

- 1.14.1.5.1 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.

1.14.1.6

Corrupt and Fraudulent practices

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

APPENDIX TO INSTRUCTIONS TO TENDERERS

The following appendix to instructions to tenderers shall complement or amend the provisions of the instructions to tenderers (Section II). Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

Instructions to Tenderers Reference	Particulars of appendix to instructions to tenderers
Clause 1.5,1.7	See attached Evaluation criteria
Clause 1.13	The price to be charged for the tender document shall be free
Clause 3.6	The bid validity period shall be: 120 calendar days from the date of tender opening
Clause 3.7	<p>A Bid Security shall be required. The amount and currency of the bid security shall be 2% of contract sum and must be in a format that is given.</p> <p>Form: Guarantee from a reputable Bank or insurance company approved by Public Procurement Regulatory Authority.</p>
Clause 4.1	In addition to the original bid , the number of copies is: One .

TENDER EVALUATION CRITERIA

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

1. Preliminary examination – in 2 stages;
 - (i) Stage i for Main Contractor
 - ii) Stage ii for Domestic Sub- Contractors;
2. Technical evaluation; Both Main Contractor and Domestic Sub- Contractors
3. Financial Evaluation; and
4. Recommendation for Award.

STAGE 1: PRELIMINARY EXAMINATION

Stage i - MANDATORY REQUIREMENTS FOR MAIN CONTRACTOR

This stage of evaluation shall involve examination of the pre-qualification conditions as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document.

These conditions shall include provision of the following: -

ITEM	MANDATORY REQUIREMENT (MR)	Responsiveness	
MR1	A copy of Certificate of Incorporation /registration		
MR2	Current Category of Registration with National Construction Authority (NCA) in the relevant trade; (NCA 4 and above Building Works, Water and Roads); and current annual contractors practicing license from NCA.		
MR3	Submission of Original and Copy (all Volumes) in the format required by the procuring entity and all the tender document (all volumes) to be TAPE/BOOK, SPIRAL and BOUND (Use of Spring or box files will not be accepted and will lead to automatic disqualification) . In addition, completed tender documents MUST be submitted through the IFMIS Supplier's portal www.supplier.treasury.go.ke		
MR4	Bid must be returned in the order and pages provided in the advertisement to tender paginated in the format of 001,002, 003, 004..... including attachments and stamped on each page. Non sequential numbering will lead to automatic disqualification;		
MR5	Tender Security/Bid Bond of 2% of tender sum addressed and bound to the Procuring Entity, that is in te required format, amount, from a reputable bank or insurance company approved and Licensed by Insurance Regulatory Authority valid for 120 days from the date of tender opening;		
MR6	Dully filled, Signed and Stamped Form of Tender;		
MR7	Valid Tax Compliance Certificate;		
MR8	Dully filled, Signed and Stamped Confidential Business Questionnaire;		
MR9	Dully filled, Signed and Stamped Tender Questionnaire		

MR10	Certificate of pre-tender site visit attendance issued by authorized personnel (Where applicable).		
MR 11	Main Contractor shall attach dully signed and stamped pre-contract agreement to work together with the Domestic Sub-Contractors Not Joint Venture if awarded the Tender (where Applicable). (The agreements should be signed by both parties for it to be valid)		
MR12	Written declaration letter signed and stamped by an Attorney/Commissioner for Oaths that the tenderers have never and shall not engage in any corrupt or fraudulent practices in the procurement proceedings/ Dully filled Anti -corruption Declaration Commitment pledge form.		
MR13	Written declaration letter signed and stamped by an Attorney/ Commissioner for Oaths that the firm/person/tenderer and his/her subcontractors, if any, is not debarred from participating in procurement proceedings;/ Dully filled form on Non-debarment.		
MR14	Written affidavit and Certified by an advocate/Commissioner of Oaths that are specific to the tender with tender number and name with commitment to conflict of interest		
MR15	CR12 Form indicating the names of shareholders and percentage of shares each director holds		
RESPONSIVE/NON-RESPONSIVE			

R – Responsive

NR – Non-Responsive

Any non-responsive bidder shall not be evaluated further, including their domestic Sub-Contractors.

The employer/procuring entity may seek further clarification/confirmation if necessary, to confirm authenticity/compliance of any condition of the tender. Further, in case of a discrepancy between the amounts stated in the appendix to instruction to tenderers and the one stated in the advertisement or invitation letter, the bid security shall be taken as the amount in the advertisement/ letter of invitation.

STAGE 2 TECHNICAL EVALUATIONS

A) Assessment for eligibility

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

'In accordance with clause 2.2 of Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their eligibility under sub clause 2.1 of Instruction to Tenderers and adequacy of resources to effectively carry out the subject contract. The tenderers shall be required to fill the Standard Forms provided for the purposes of providing the required information. The tenderers may also attach the required information if they so desire

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

PARAMETER	MAXIMUM POINTS
(i) Tender Questionnaire -----	5
(ii) Key Personnel -----	20
(iii) Contract completed in the last five years -----	15
(iv) On-going projects -----	8
(v) Schedule of contractor's equipment -----	20
(vi) Audited financial report for the last 3 years -----	10
(vii) Evidence of Financial Resources -----	15
(viii) Bank Details and letter of authorization from bank -----	5
(ix) Litigation History -----	2
TOTAL	100

Note: -

- The main contractor **MUST** ensure that sub-contractors provide requirements for Domestic Subcontracting in **Key Personnel, Completed and Ongoing Projects** to incorporate in Technical Evaluation.

STAGE 2: TECHNICAL EVALUATIONS

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

TABLE 1: Assessment for Eligibility

Item	Description	Max. Point	
i	Tender Questionnaire Form <ul style="list-style-type: none"> • Completely filled ----- 5 • Not filled ----- 0 	5	5
ii	Key Personnel (Attach evidence)		
	At least 3 No. degree/diploma holder of key personnel in relevant field <ul style="list-style-type: none"> • With over 10 years relevant experience ----- 6 • With over 5 years relevant experience ----- 4 • With under 5 years relevant experience ----- 2 	6	15
	At least 3 No. certificate holders of key personnel in Related Field. <ul style="list-style-type: none"> • With over 10 years relevant experience ----- 5 • With over 5 years relevant experience ----- 3 • With under 5 years relevant experience ----- 1 	5	
	At least 3 No artisan (trade test certificate in relevant field) <ul style="list-style-type: none"> • Artisan with over 10 years relevant experience ----- 4 • Artisan with under 10 years relevant experience ----- 2 • Non skilled worker with over 10 years relevant experience ----- 1 	4	
iii	Contract completed in the last five (5) years (Max of 5No. Projects)- Projects, 4 from Main Contractor)- <u>Provide Evidence (Attach Award letter, Contract Agreement and Completion Certificate)</u> <ul style="list-style-type: none"> • 4 No of projects of similar nature, complexity or magnitude ----- 15 • 3 No of projects of similar, nature but of lower value than one in consideration ----- 10 • 2 No of projects of similar nature but of lower value than the one in consideration ----- 5 	15	15
iv	On-going projects – <u>Provide Evidence</u> <ul style="list-style-type: none"> • Four and above projects of similar nature, complexity and magnitude ----- 10 • Three and below projects of similar nature, complexity and magnitude ----- 8 • No Projects of similar, nature complexity and magnitude ----- 0 	10	10

v	Schedule of contractor's equipment and transport (proof or evidence of ownership/Lease) b) Relevant Transport (pick- ups, Lorries, trucks- at least 2 no.) <ul style="list-style-type: none"> Means of transport (Vehicle) ----- 10 No means of transport ----- 0 	10	20
	a) Relevant Equipment <ul style="list-style-type: none"> Has relevant equipment for work being tendered ----- 10 No relevant equipment for work being tendered ----- 0 	10	
vi	Financial Report		10
	Audited financial report (last three (3) years) <ul style="list-style-type: none"> Average Annual Turn-over equal to or greater than the cost of the project ----- 10 Average Annual Turn-over above 50% but below 100% of the cost of the project ----- 6 Average Annual Turn-over below 50% of the cost of the project ----- 3 	10	
vii	Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc.) <ul style="list-style-type: none"> Has financial resources to finance the projected monthly cash flow* for three months ----- 15 Has financial resources equal to the projected monthly cash flow* ----- 10 Has financial resources less the projected monthly cash flow* ----- 5 Has not indicated sources of financial resources ----- 0 	15	15
viii	Bank Details and letter of authorization to seek authority from the bank (Main Contractor) <ul style="list-style-type: none"> Provided ----- 5 Not provided ----- 0 	5	5
ix	Litigation History /Affidavit signed and Stamped by an Attorney/Commissioner for Oaths <ul style="list-style-type: none"> Duly Filled ----- 3 Not filled ----- 0 	5	5
	TOTAL		100

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

**Monthly Cash Flow = Tender Sum/Contract Period*

STAGE 3 - FINANCIAL EVALUATION

Upon completion of the technical evaluation a detailed financial evaluation shall follow. The

financial evaluation shall proceed in the manner described in the Public Procurement and Disposal Act, 2015 of the laws of Kenya and the Public Procurement and Disposal Regulations.

The evaluation shall be in **two stages**

- a) Determination of Error correction factor;
- b) Comparison of Rates against the existing market rates

STAGE 4 - RECOMMENDATION FOR AWARD

The successful bidder shall be the tenderer with the lowest evaluated tender price.

SECTION III: CONDITIONS OF CONTRACT

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3	Language and Law
4	Project Manager's Decisions.....
5	Delegation.....
6	Communications
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16	Instructions
17	Extension or Acceleration of completion date
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21	Bills of Quantities
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23	Payment certificates, currency of payments and Advance Payments
24	Compensation events
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32	Final Account
33	Termination
34	Payment upon termination
35	Release from performance
36	Corrupt gifts and payments of commission
37	Settlement of Disputes

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Interpretation

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

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

3. Language and Law

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

4 Project Manager's Decisions

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

5 Delegation

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

6 Communications

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

7 Subcontracting

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

8 Other Contractors

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

9 Personnel

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

10 Works

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

11 Safety and Temporary Works

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

12. Discoveries

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

13. Work Program

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

The Contractor shall submit to the Project Manager for approval an updated program at intervals no longer than the period stated in the Appendix to Conditions of Contract. If the Contractor does not submit an updated program within this period, the Project Manager may withhold the amount stated in the said Appendix from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted. The Project Manager's approval of the program shall not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Project Manager again at any time. A revised program shall show the effect of Variations and Compensation Events.

14. Possession of Site

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

15. Access to Site

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

16. Instructions

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

17. Extension or Acceleration of Completion Date

- 17.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Work, which would cause the Contractor to incur additional cost. The Project Manager shall decide whether and by how much to extend the Intended Completion Date **within 21 days** of the Contractor asking the Project Manager in writing for a decision upon the effect of a Compensation Event or variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay caused by such failure shall not be considered in assessing the new (extended) Completion Date.
- 17.2 No bonus for early completion of the Works shall be paid to the Contractor by the Employer.

18. Management Meetings

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

19. Early Warning

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

reduced by anyone involved in the Work and in carrying out any resulting instructions of the Project Manager.

20. Defects

- 20.1 The Project Manager shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Project Manager may instruct the Contractor to search for a defect and to uncover and test any Work that the Project Manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor, However, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.
- 20.2 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.
- 20.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Project Manager's notice. If the Contractor has not corrected a defect within the time specified in the Project Manager's notice, the Project Manager will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

21. Bills of Quantities

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

22. Variations

- 22.1 All variations shall be included in updated programs produced by the Contractor.
- 22.2 The Contractor shall provide the Project Manager with a quotation for carrying out the variations when requested to do so. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period as may be stated by the Project Manager and before the Variation is ordered.

- 22.3 If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 22.4 If the Contractor's quotation is unreasonable, the Project Manager may order the variation and make a change to the Contract price, which shall be based on the Project Manager's own forecast of the effects of the variation on the Contractor's costs.
- 22.5 If the Project Manager decides that the urgency of varying the Work would prevent a quotation being given and considered without delaying the Work, no quotation shall be given and the variation shall be treated as a Compensation Event.
- 22.6 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 22.7 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

23. Payment Certificates, Currency of Payments and Advance Payments

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

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

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

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

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

X¹ = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.

X¹¹ = the amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80% but not less than 20%.

- d) With each reimbursement the counterpart of the directly liable guarantee may be reduced accordingly.

24. Compensation Events

24.1 The following issues shall constitute Compensation Events:

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

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

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

25. Price Adjustment

- 25.1 The Project Manager shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.
- 25.2 The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provisions in the Contract Bills of Quantities or Specifications) for permanent incorporation in the Works. Unless otherwise stated in the Contract, if at any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Project Manager shall assess the net difference in the cost of such materials. Any amount from time to time so assessed shall be added to or deducted from the Contract Price, as the case may be.
- 25.3 Unless otherwise stated in the Contract, the Contract Price shall be deemed to have been calculated in the manner set out below and in sub-clauses 25.4 and 25.5 and shall be subject to adjustment in the events specified thereunder;

- (i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
 - (ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.
 - (iii) No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.
- 25.4 The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the basic prices of materials to be permanently incorporated in the Works as determined by the J.B.C. and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.
- 25.5 Upon the J.B.C. determining that any of the said basic prices are increased or decreased then the Contract Price shall be increased or decreased by the amount to be assessed by the Project Manager based upon the difference between the price set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of the relevant materials which have not been taken into account in arriving at the amount of any interim certificate under clause 23 of these Conditions issued before the date of publication of such increase or decrease.
- 25.6 No adjustment shall be made in respect of changes in basic prices of materials which occur after the date for Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.
- 25.7 The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of any materials included in the schedule of basic rates.

26. Retention

- 26.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Appendix to Conditions of Contract until Completion of the whole of the Works. On Completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the remaining half when the Defects Liability

Period has passed and the Project Manager has certified that all defects notified to the Contractor before the end of this period have been corrected.

27. Liquidated Damages

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

28. Securities

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

29. Dayworks

- 29.1 If applicable, the Dayworks rates in the Contractor's tender shall be used for small additional amounts of Work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.
- 29.2 All work to be paid for as Dayworks shall be recorded by the Contractor on Forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the Work being done.
- 29.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

30. Liability and Insurance

- 30.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer's risks:
- (a) The risk of personal injury, death or loss of or damage to property (excluding the Works, Plant, Materials and Equipment), which are due to;
 - (i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works, or

- (ii) negligence, breach of statutory duty or interference with any legal right by the Employer or by any person employed by or contracted to him except the Contractor.
 - (b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Employer or in Employer's design, or due to war or radioactive contamination directly affecting the place where the Works are being executed.
- 30.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer's risk except loss or damage due to;
- (a) a defect which existed on or before the Completion Date.
 - (b) an event occurring before the Completion Date, which was not itself the Employer's risk
 - (c) the activities of the Contractor on the Site after the Completion Date.
- 30.3 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risk are Contractor's risks.
- The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Appendix to Conditions of Contract for the following events;
- (a) loss of or damage to the Works, Plant, and Materials;
 - (b) loss of or damage to Equipment;
 - (c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and
 - (d) personal injury or death.
- 30.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.
- 30.5 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.
- 30.6 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

31. Completion and taking over

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

32. Final Account

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

33. Termination

- 33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;
- (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been 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 a breach of Contract to the Project Manager for a cause other than those listed under Clause 33.1 above, the Project Manager shall decide whether the breach is fundamental or not.

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

34. Payment Upon Termination

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

35. Release from Performance

- 35.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site

safe and stop Work as quickly as possible after receiving this certificate and shall be paid for all Work carried out before receiving it.

36. Corrupt gifts and payments of commission

The Contractor shall not;

- (a) Offer or give or agree to give to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer or for showing or forbearing to show favour or 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 is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

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

37. Settlement Of Disputes

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

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

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

37.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the

withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

- 37.3 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.
- 37.4 Notwithstanding the issue of a notice as stated above, the arbitration of such a dispute or difference shall not commence unless an attempt has in the first instance been made by the parties to settle such dispute or difference amicably with or without the assistance of third parties. Proof of such attempt shall be required.
- 37.5 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:
- 37.5.1 The appointment of a replacement Project Manager
upon the said person ceasing to act.
- 37.5.2 Whether or not the issue of an instruction by the Project
Manager is empowered by these Conditions.
- 37.5.3 Whether or not a certificate has been improperly withheld
or is not in accordance with these Conditions.
- 37.5.4 Any dispute or difference arising in respect of war risks
or war damage.
- 37.6 All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Employer and the Contractor agree otherwise in writing.
- 37.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.
- 37.8 The Arbitrator shall, without prejudice to the generality of his powers,
have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.
- 37.9 The award of such Arbitrator shall be final and binding upon the parties.

SECTION IV: APPENDIX TO CONDITIONS OF CONTRACT

Conditions of Contract Reference	Particulars of appendix to Conditions of Contract
Definitions	
Clause 1.1	<p>The Employer is;-</p> <p>Name: THE CLERK, MANDERA COUNTY ASSEMBLY</p> <p>Address: P.O BOX 408-70300, MANDERA.</p> <p>Name of Authorized Representative: THE CLERK</p> <p>Telephone: +254 723577006</p> <p>Email: info@manderaassembly.go.ke</p> <p>Website: www.manderaassembly.go.ke</p>
Clause 1.1	<p>The Project Manager is; -</p> <p>Name: COUNTY DIRECTOR- PUBLIC WORKS, MANDERA COUNTY</p> <p>Address: P.O BOX 49-70300, MANDERA.</p> <p>Telephone: +254 722882000</p> <p>Website: https://www.mandera.go.ke</p>
Clause 1.1	<p>The name (and identification number) of the contract is; -</p> <p>Name: PROPOSED CONSTRUCTION OF PAVED PARKING, WATER RETICULATION \$ LANDSCAPING, WASHROOMS, LIFT INSTALLATION WORKS, GENERATOR INSTALLATION AND OTHER ANCILLARY WORKS AT NEW COUNTY ASSEMBLY – IN MANDERA TOWN, MANDERA COUNTY</p> <p>The works consist of; Construction of the above stated works.</p>
Clause 1.1	The Start Date shall be AGREED WITH THE PROJECT MANAGER
Clause 1.1	The Site is located at the MANDERA TOWN, MANDERA COUNTY.
Interpretation	
Clause 2.3	<p>The following documents also form part of the contract:</p> <p>Documents listed in clause 2.3 conditions of contract</p>
Other contractors	
Clause 8.1	<p>Content of tender document</p> <p>A pre-arranged pretender site visit shall take place at the following date, time and place:</p> <p>Date: Thursday, 4TH January, 2024</p> <p>Time: 8:30 Am- 10:30 Am</p> <p>Place: New Mandera County Assembly Headquarters</p> <p>NB: The tenderer is required to notify the Mandera County Assembly of the intention for site visit through email info@manderaassembly.go.ke with Tender number and name as it's subject, providing the Name, ID number and telephone number of the representative through the email on or before 4TH January, 2024 by 8:00 AM.</p>

Clause 8.2	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than 11th January, 2024 .
Work Program	
Clause 13.1	The Contractor shall submit detailed program for the Works/schedule of activities in the tender document.

Conditions of Contract Reference	Particulars of appendix to Conditions of Contract
Clause 13.1	The amount to be withheld for late submission of an updated Program is WHOLE CERTIFICATE
Possession of site	
Clause 14.1	The Site Possession Date shall be AGREED WITH THE PROJECT MANAGER.
Bills of Quantities	
Clause 21.2	The schedule of basic rates used in pricing by the Contractor is as attached [Contractor to attach]. NOT APPLICABLE
Payment Certificates, Currency of Payments and Advance Payments	
Clause 23.6	The Contract Price shall be stated in Kenya Shillings. The rate of exchange for calculation of foreign currency payments is NOT APPLICABLE
Clause 23.7	Advance Payment shall not be granted.
Compensation events	
Clause 24.1	The following events shall also be Compensation Events: Those listed in the conditions of contract.
Price adjustment	
Clause 25	The Price Adjustment Clause SHALL NOT apply
Retention	
Clause 26.1	The proportion of payments retained is: Ten (10%) percent. The Limit of Retention is: Ten (10%) percent.
Clause 26.1	The Defects Liability period is 180 days
Liquidated damages	
Clause 27	The liquidated damages for the whole of the Works is Kshs. 40,000.00 (per week or part thereof)
Securities	
Clause 28.1	The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price- Five (5%) percent.
Liabilities and Insurance	
Clause 30	<p>The minimum insurance covers shall be contractor's all risk insurance;</p> <ol style="list-style-type: none"> 1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is the entire contract 2. The minimum cover for loss or damage to Equipment is AS PER THE APPLICABLE LAWS IN KENYA 3. The minimum for insurance of other property is AS PER THE

Conditions of Contract Reference	Particulars of appendix to Conditions of Contract
	<p>APPLICABLE LAWS IN KENYA</p> <p>4. The minimum cover for personal injury or death insurance</p> <ul style="list-style-type: none"> • For the Contractor's employees is AS PER THE APPLICABLE LAWS IN KENYA • And for other people is AS PER THE APPLICABLE LAWS IN KENYA
Completion and taking over	
Clause 31.1	The Intended Completion Date for the whole of the Works shall be: twenty-six (26) WEEKS AFTER COMMENCEMENT DATE

SECTION V: SPECIFICATIONS

Specifications will be as published by the Ministry of Public Works, dated March 1976 (together with any amendments issued thereto)

SECTION VI: DRAWINGS

Architectural Drawings

1. Building plans and layouts
2. Sectional elevations
3. 3- Dimensional pictorial illustrations

Structural Drawings

1. None

SECTION VII: BILL OF QUANTITIES

All quantities are measured in accordance to the Standard Method of Measurement for Building Works (2008 edition) and Civil Engineering Standard Method of Measurement for East Africa.

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FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *All italicized text is to help the Tenderer in preparing this form.*
- ii) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (xxii) below.*

Date of this Tender submission:.....[insert date (as day, month and year) of Tender submission] **Tender**

Name **and** **Identification:**.....[insert identification] **Alternative**

No.:.....[insert identification No if this is a Tender for an alternative]

To: [Insert complete name of Procuring Entity]

Date of this Tender submission: [insert date (as day, month and year) of Tender submission] **Request**

for Tender No.: [insert identification] **Name and description of Tender** [Insert as per ITT) **Alternative No.:**

[insert identification No if this is a Tender for an alternative]

To: [insert complete name of Procuring Entity]

Dear Sirs,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum¹ of Kenya Shillings [[Amount in figures] _____] Kenya Shillings [amount in words] _____

The above amount includes foreign currency² amount (s) of [state figure or a percentage and currency] [figures] _____ [words] _____

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Architect notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to adhere by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. We understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the under signed, further declare that:
 - i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
 - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
 - iii) Tender - Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring

¹ This sum should be carried forward from the Summary of the Bills of Quantities.

² The percentage quoted above should not include provisional sums, and not more than two foreign currencies are allowed.

Entity's Country in accordance with ITT 19.8;

- iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
- v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
- vi) Option 1, in case of one lot: Total prices: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; or

Option2, in case of multiple lots:

- (a) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
- (b) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- vii) Discounts: The discounts offered and the methodology for their application are:
- viii) The discounts offered are: *[Specify in detail each discount offered.]*
- ix) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- x) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- xi) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- xii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a sub-contractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
- xiii) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- xiv) State-owned enterprise or institution: *[select the appropriate option and delete the other]* *[We are not a state- owned enterprise or institution]/[We are a state-owned enterprise or institution but meet the requirements of ITT3.8]*;
- xv) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*.

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- xvi) Binding Contract: We understand that this Tender, together with your written acceptance there of included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal

contract is prepared and executed;

- xvii) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) **Fraud and Corruption:** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- xix) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the “Certificate of Independent Tender Determination” attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (specify website) during the procurement process and the execution of any resulting contract.
- xxi) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.
- xxii) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:
- a) Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are not in any conflict to interest.
 - (b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.
 - (a) Self-Declaration of the Tenderer - to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - (d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in “**Appendix 1 - Fraud and Corruption**” attached to the Form of Tender.

Name of the Tenderer: *[insert complete name of person signing the Tender]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer: **[insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of [insert month], [insert year]

Date signed _____ day of _____, _____

Notes

* In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer.

**Person signing the Tender shall have the power of attorney given by the Tenderer to be attached with the Tender.

LETTER OF ACCEPTANCE

_____ [date]

To: _____
[name of the Contractor]

[address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated _____
for the execution of _____
[name of the Contract and identification number, as given in the Tender documents] for the
Contract Price of Kshs. _____ [amount in figures] [Kenya
Shillings _____ (amount in words)] in accordance with the
Instructions to Tenderers is hereby accepted.

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

Authorized Signature

Name and Title of Signatory

Attachment: Agreement

3. FORM OF AGREEMENT

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

WHEREAS THE Employer is desirous that the Contractor executes

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

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively
assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and shall be read and construed as part of
this Agreement i.e.
 - (i) Letter of Acceptance
 - (ii) Form of Tender
 - (iii) Conditions of Contract Part I
 - (iv) Conditions of Contract Part II and Appendix to Conditions of Contract
 - (v) Specifications
 - (vi) Drawings
 - (vii) Priced Bills of Quantities
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter
mentioned, the Contractor hereby covenants with the Employer to execute and complete the
Works and remedy any defects therein in conformity in all respects with the provisions of the
Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and
completion of the Works and the remedying of defects therein, the Contract Price or such other
sum as may become payable under the provisions of the Contract at the times and in the manner
prescribed by the Contract.

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

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

Binding Signature of Contractor _____

In the presence of (i) Name _____

Address _____

Signature _____

[ii] Name _____

Address _____

Signature _____

5. FORM OF TENDER SECURITY

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

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

THE CONDITIONS of this obligation are:

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]

6. PERFORMANCE BANK GUARANTEE

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

Dear Sir,

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

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank _____

Address _____

Date _____

7. 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 thereunder 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: _____

8. 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	Currency	Value

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

Project name	Name of client and contact person	Value of performed Contract	Year of completion

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

Project name	Name of client and contact person	Value of performed Contract	% Complete	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?)

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

- 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.

.....

.....

NAME, ADDRESS AND TELEPHONE, TELEX AND FACSIMILE OF BANKS

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

NAME	ADDRESS	TELEPHONE	TELEX	FACSIMILE

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(ies) 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.

9. TENDER QUESTIONNAIRE

Please fill in block letters.

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

Signature of Tenderer

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

TENDERER'S ELIGIBILITY-CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

(a) Tenderer's details

	ITEM	DESCRIPTION
1	Name of the Procuring Entity	
2	Reference Number of the Tender	
3	Date and Time of Tender Opening	
4	Name of the Tenderer	
5	Full Address and Contact Details of the Tenderer.	1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date	
7	Name, country and full address (<i>postal and physical addresses, email, and telephone number</i>) of Registering Body/Agency	
8	Description of Nature of Business	
9	Maximum value of business which the Tenderer handles.	
10	State if Tenders Company is listed in stock exchange, give name and full address (<i>postal and physical addresses, email, and telephone number</i>) of state which stock exchange	

General and Specific Details

(b) Sole Proprietor, provide the following details.

Name in full _____ Age _____ Nationality _____
_____ Country of Origin _____ Citizenship _____

(c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) Registered Company, provide the following details.

I) Private or public Company _____

ii) State the nominal and issued capital of the Company_____

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

(e) DISCLOSURE OF INTEREST - Interest of the Firm in the Procuring Entity.

i) Are there any person/persons in..... (*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/No.....

If yes, provide details as follows.

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
1	Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer.		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer.		
3	Tenderer has the same legal representative as another tenderer		
4	Tender has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.		
5	Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender.		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document.		
7	Tenderer has a close business or family relationship with a		

	professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

(i) Conflict of interest disclosure

Certification

On behalf of the Tenderer, I certify that the information given above is complete, current and accurate as at the date of submission.

Full Name _____ Title or

Designation _____

(Signature)

(Date)

10. STATEMENT OF FOREIGN CURRENCY REQUIREMENTS (NOT APPLICABLE)

(See Clause 23] of the Conditions of Contract)

In the event of our Tender for the execution of _____
_____ (*name of Contract*) being accepted, we would require in
accordance with Clause 21 of the Conditions of Contract, which is attached hereto, the
following percentage:

(Figures)..... (Words).....

of the Contract Sum, (Less Fluctuations) to be paid in foreign currency.

Currency in which foreign exchange element is required:

.....

Date: The Day of 20.....

Enter 0% (zero percent) if no payment will be made in foreign currency.

Maximum foreign currency requirement shall be _____ (percent) of the Contract
Sum, less Fluctuations.

(Signature of Tenderer)

11. DETAILS OF SUB-CONTRACTORS

Where the tenderer is not registered in the relevant category, they will to sublet any portions of the Works under any heading, and must give below details of the sub-contractors he intends to employ for each portion including class of registration.

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet:

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

.....

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

.....

.....

(2) Portion of Works to sublet:

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

.....

.....

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

.....

[Signature of Tenderer)

Date

12. LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

14. UNDERTAKING TO COMPLY WITH LABOUR LAWS AND WAGE REGULATION GUIDELINES.

I,of P. O. Boxbeing a resident of in the Republic of do hereby make a statement as follows:-

THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (**insert name of the Company**) who is a Bidder in respect of Tender No. for(**insert tender title/description**) for(**insert name of the Procuring entity**) and duly authorized and competent to make this statement.

THAT we shall comply with all labour laws and the minimum wage regulations during the entire period of the contract and understand that failure to meet this requirement at any time during the contract period will be a ground for cancellation of the contract. The key indicators on compliance for this are

- ☐ Payment of salaries in time- there should be no complaints from your staff of delayed salaries.
- ☐ Procuring entity may make Impromptu request for a tax Compliance certificates from KRA and the same shall be submitted within seven days.
- ☐ Procuring entity may make Impromptu request for a Compliance certificates from NSSF and the same shall be submitted within seven days.
- ☐ Procuring entity may make Impromptu request for a for Compliance certificate from NHIF and the same shall be submitted within seven days.

.....
(Title) (Signature) (Date)

Bidder's Official Stamp

**15. SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED
IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL
ACT 2015.**

I,, of Post Office Box being a
resident of in the Republic ofdo
hereby make a statement as follows:-

**1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal
Officer/Director of (insert name of the Company)
who is a Bidder in respect of Tender No. for..... (insert
tender title/description) for(insert name of the Procuring entity) and
duly authorized and competent to make this statement.**

**2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from
participating in procurement proceeding under Part IV of the Act.**

**3. THAT what is deponed to herein above is true to the best of my knowledge, information and
belief.**

.....
.....
(Title)

.....
(Signature)

(Date)

Bidder Official Stamp

**16. SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT
ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

I,of P. O. Boxbeing a resident of
..... in the Republic of do hereby make a
statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of
..... (**insert name of the Company**) who is a Bidder in respect of
Tender No. for(**insert tender title/description**) for
.....(**insert name of the Procuring entity**) and duly authorized and
competent to make this statement.

2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any
corrupt or fraudulent practice and has not been requested to pay any inducement to any member
of the Board, Management, Staff and/or employees and/or agents of
.....(**insert name of the Procuring entity**) which is the procuring entity.

3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any
inducement to any member of the Board, Management, Staff and/or employees and/or agents of
.....(**name of the procuring entity**)

4. THAT the aforesaid Bidder will not engage /has not engaged in any corrupt practice with other
bidders participating in the subject tender

5. THAT what is deponed to herein above is true to the best of my knowledge information and
belief.

.....
(Title) (Signature) (Date)
Bidder's Official Stamp



REPUBLIC OF KENYA



MANDERA COUNTY GOVERNMENT
MINISTRY OF ROADS, TRANSPORT & PUBLIC WORKS DEPARTMENT
OF PUBLIC WORKS

CONSTRUCTION OF PAVED PARKING, WATER
RETICULATION & LANDSCAPING, WASHROOMS,
LIFT INSTALLATION WORKS, GENERATOR
INSTALLATION AND OTHER ANCILLARY WORKS
AT MANDERA COUNTY ASSEMBLY
IN
MANDERA EAST

BILL OF QUANTITIES

TENDER NO:

Prepared by:

Director-Public Works ,
Mandera County
Department of Public Works
P.O Box 49,
MANDERA

Issued by:

The Clerk,
Mandera County Assembly
P.O. Box 408-70300,
MANDERA,

NOVEMBER,2023

ITEM	DESCRIPTION	AMOUNT
	<p><u>PARTICULAR PRELIMINARIES</u></p> <p>EMPLOYER</p> <p>A The "Employer" is CLERK, MANDERA COUNTY ASSEMBLY P.O. BOX 408 - 70300, MANDERA. The term "Employer" and "Government" wherever used in the contract document shall be synonymous</p> <p>PROJECT MANAGER</p> <p>B The term "PM" wherever used in these Bills of Quantities shall be deemed to imply the project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the Government .</p> <p>ARCHITECT</p> <p>C The term "Architect" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is County Architect, P.O. BOX 408 - 70300, MANDERA.</p> <p>QUANTITY SURVEYOR</p> <p>D The term "Quantity Surveyor" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is County Quantity Surveyor, P.O Box P.O. BOX 408 - 70300, MANDERA.</p> <p>E ELECTRICAL ENGINEER</p> <p>The term "Electrical Engineer" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is County Electrical Engineer, P.O Box P.O. BOX 408 - 70300, MANDERA.</p> <p>MECHANICAL ENGINEER</p> <p>F The term "Mechanical Engineer" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is County Mechanical Engineer, P.O. BOX 408 - 70300, MANDERA.</p>	
	<i>Carried to collection</i>	

ITEM	DESCRIPTION	AMOUNT
	STRUCTURAL ENGINEER	
A	The term "Structural Engineer" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is County Structural Engineer P.O. BOX 408 - 70300, MANDERA.	
	PRICING ITEMS OF PRELIMINARIES	
B	Prices SHALL BE INSERTED against items of “preliminaries” in the tenderer’s priced Bills of Quantities. The contractor is advised to read and understand all preliminary items.	
	DESCRIPTION OF THE WORKS	
C	The works to be carried out under this contract comprises the Construction of paved parking, Water reticulation & Landscaping, Washrooms, Lift Installation Works, Generator installation and other ancillary works at Mandera County Assembly	
	SCOPE OF WORKS	
D	The works to be carried out under this contract comprise of: Construction of paved parking, Water reticulation & Landscaping, Washrooms, Lift Installation Works, Generator installation and other ancillary works at Mandera County Assembly	
	MEASUREMENTS	
E	In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.	
	LOCATION OF SITE	
F	The site is located at the MANDERA TOWN IN MANDERA COUNTY . The Contractor is advised to visit the site, to familiarize with the location of the project. No claims arising from the Contractor’s failure to do so will be entertained.	
	<i>Carried to collection</i>	

ITEM	DESCRIPTION	AMOUNT
	SIGNING OF THE TENDER DOCUMENTS	
A	The bidder shall append his / her signature and / or company 's rubberstamp on each and every page of tender document.	
	DEMOLITIONS AND ALTERATIONS	
B	<p>The Contractor is to allow for all temporary protection required during the works including ordinary and special dust screens, hoardings, barriers, warning signs, etc as directed by the Project Manager and as necessary for the adequate propping and protection of existing property, finishes, workmen employed on the site, employer's agents and the public. Any damage or loss incurred due to the insufficiency of such protection must be made good by the Contractor. All protective devices are to be removed on completion of the works and any necessary making good consequent upon this is to be executed to the satisfaction of the Project Manager</p> <p>The works shall be propped, strutted and supported as necessary before any alteration or demolition work commences. Prices shall include for all cleaning and preparatory work to structure and finishes and for making good to all finishes on completion whether or not specifically described.</p> <p>Unless described as set aside for re-use all arising debris and surplus materials shall be carefully removed from building and carted away from site.</p> <p>The Contractor shall be entirely responsible for any breakage or damage which may occur to materials required for re-use during their removal unless it is certified by the Project Manager that such damage or breakage was inevitable as a result of the condition of the item concerned</p>	
	CLEARING AWAY	
C	The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager.	
D	The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Project Manager.	
	<i>Carried to collection</i>	

ITEM	DESCRIPTION	AMOUNT
	CLAIMS	
A	It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and / or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such a claim or intent to claim notice to the PROJECT MANAGER within the contract period. No claim shall be entertained upon the expiry of the said contract period.	
	PAYMENTS	
B	The tenderer's attention is drawn to the fact that the GOVERNMENT DOES NOT MAKE ADVANCE PAYMENTS but pays for work done and materials delivered to site: all in accordance with Clause 23 of the Conditions of Contract Agreement. In order to facilitate this, a list of the general component elements for the works is given at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said elements	
	PREVENTION OF ACCIDENT, DAMAGE OR LOSS	
C	The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is thus instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of activities being carried out by the Client. The Contractor shall allow in his rates any expense he deemed necessary by taking such care within the site.	
	WORKING CONDITIONS	
D	The Contractor shall allow in his rates for any interference that he may encounter in the course of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed, as the facility will be operating as usual during the course of the contract.	
	SIGNBOARD	
E	Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.	
	<i>Carried to collection</i>	

ITEM	DESCRIPTION	AMOUNT
	LABOUR CAMPS	
A	The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.	
	MATERIALS FROM DEMOLITIONS	
B	Any materials arising from demolitions and not re-used shall become the property of the client. The Contractor shall allow in his rates the cost of disposing the demolished materials as directed.	
	PRICING RATES	
C	The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.	
	URGENCY OF THE WORKS	
D	The Contractor is notified that these “ works are urgent ” and should be completed within the period stated in these Particular Preliminaries.	
	The Contractor shall allow in his rates for any costs he/ she deems that he/she may incur by having to complete these works within the stipulated contract period.	
	PAYMENT FOR MATERIALS ON SITE	
E	All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.	
	<i>Carried to collection</i>	

ITEM	DESCRIPTION	AMOUNT
	EXISTING SERVICES	
A	Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he/she shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.	
	CONTRACT COMPLETION PERIOD	
B	The contract completion period in accordance with condition 31 of the Conditions of contract must be adhered to. The 'PROJECT MANAGER' shall strictly monitor the Contractors progress in relation to the progress chart and should it be found necessary the 'PROJECT MANAGER' shall inform the Contractor in writing that his actual performance on site is not satisfactory. In all such cases the Contractor shall accelerate his rate of performance production and progress by all means such as additional labour, plant, e.t.c and working overtime all at his cost.	
	PERFORMANCE BOND	
C	A bond of 5% of the contract sum will be required in accordance with clause 6.00 (as amended) on award of contract of the Instructions to Tenderer's. No payment on account for the works executed will be made to the contractor until he has submitted the Performance Bond to the Project Manager duly signed, sealed and stamped from an approved Bank or Insurance Company approved by the Public Procurement Oversight Authority (PPOA).	
	TENDER DOCUMENTS	
D	Tender documents are as listed in Clause 2.1 of the Instruction to Tenderer's Page STD/9	
	DELIVERY OF TENDER	
E	Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited at the offices as specified in the letter accompanying these documents or as indicated in the advertisement. Tenders will be opened at the time specified in the letter accompanying these Tender Documents or as indicated in the advertisement. Tenders delivered/received later than the above time will not be opened.	
	<i>Carried to collection</i>	

ITEM	DESCRIPTION	AMOUNT
	VALUE ADDED TAX	
A	<p>The Contractor's attention is drawn to the Legal Notice in the Finance Act part 3 Section 21(b) operative from 1st September, 1993 which requires payment of VAT on all contracts. The Contractor should therefore include allowance in his rates and prices for VAT and any other Government taxes currently in force.</p> <p>The tenderer is advised that in accordance with the Finance Act 2014 withholding VAT tax was reintroduced at a rate of 6% with effect from 19th September, 2014</p>	
	EXISTING BUILDING MATERIALS	
B	NOTE: Any materials found usable for the works shall be given to the contractor on credit with the approval of the client	
	FORM OF CONTRACT	
C	<p>The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works(2006 Edition) and its regulations included herein</p> <p>The Conditions of Contract are also included herein Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities</p>	
	<i>Carried to collection</i>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>PARTICULARS OF INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT</u></p> <p>The following are the insertions to be made in the appendix to the Contract Agreement: -</p> <p>Period of Final Measurement 3 Months From Practical completion</p> <p>Defects Liability Period 6 Months from Practical completion</p> <p>Date for Possession To be agreed with the Project Manager</p> <p>Date for Completion 52Weeks from date of Possession</p> <p>Liquidated and Ascertained At the rate of Kshs.. 75,000/= per week or part thereof:</p> <p>Prime cost sums for which The Contractor desires to tender</p> <p>Period of Interim Certificates Monthly</p> <p>Period of Honouring Certificates 30 days</p> <p>Percentage of Certified Value Retained 10%</p> <p>Limit of Retention Fund 10%</p> <p>Performance bond 5% of contract sum</p>	
	Carried to Collection	

ITEM	DESCRIPTION	AMOUNT
	<p style="text-align: center;"><u>COLLECTION</u></p> <p>Brought forward from page PP/1</p> <p>Brought forward from page PP/2</p> <p>Brought forward from page PP/3</p> <p>Brought forward from page PP/4</p> <p>Brought forward from page PP/5</p> <p>Brought forward from page PP/6</p> <p>Brought forward from page PP/7</p> <p>Brought forward from page PP/8</p> <p>Brought forward from page PP/9</p>	
	TOTAL FOR PARTICULAR PRELIMINARIES CARRIED TO MAIN SUMMARY	

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

	<p>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</p>	
A	<p><i>Attendance</i> ; Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:-</p> <p>Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work; clearing away rubbish; unloading checking and hoisting; providing electric power and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same.</p> <p><i>Fix Only:-</i></p> <p>"Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.</p> <p>FORM OF CONTRACT</p>	
B	<p>The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works (2006 Edition) included herein</p> <p>The Conditions of Contract are also included herein</p> <p><i>Conditions of Contract</i></p> <p>These are numbered from 1 to 37 as set out in pages <i>STD/24 to STD/42</i> of these tender documents.</p> <p>Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities</p>	
	<p><i>Carried to collection</i></p>	

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

A	<p>SAMPLES</p> <p>The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Lands, Housing and Urban Development (State Department of Public Works).</p> <p>The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.</p> <p>GOVERNMENT ACTS REGARDING WORK, PEOPLE ETC.</p> <p>Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople.</p> <p>The Contractor must make himself fully acquainted with current Acts including Police Regulations regarding the movement, housing, security and control of and Regulations, labour, labour camps , passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.</p>	
	<i>Carried to collection</i>	

A	<p>SECURITY OF WORKS ETC.</p> <p>The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.</p> <p>PUBLIC AND PRIVATE ROADS.</p> <p>B</p> <p>Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER</p> <p>EXISTING PROPERTY.</p> <p>C</p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER</p> <p>VISIT SITE AND EXAMINE DRAWINGS.</p> <p>D</p> <p>The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.</p> <p>ACCESS TO SITE AND TEMPORARY ROADS.</p> <p>E</p> <p>Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads (approximately 70 metres long) for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER</p>	
	<i>Carried to collection</i>	

A	<p>AREA TO BE OCCUPIED BY THE CONTRACTOR</p> <p>The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER</p>	
B	<p>OFFICE ETC. FOR THE PROJECT MANAGER</p> <p>The Contractor shall provide, erect and maintain where directed on site a properly ventilated lockable office for the consultants, having a minimum floor area of 30 Square Metres complete with furniture (Tables, chairs e.t.c). Provision shall be made for artificial lighting and cleaning facilities for the duration of the works. Upon completion the Contractor shall dismantle and clear away the office. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.</p> <p>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</p> <p>The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER. The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub-contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.</p>	
	<i>Carried to collection</i>	

A	<p>SANITATION OF THE WORKS</p> <p>The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER</p> <p>SUPERVISION AND WORKING HOURS</p> <p>The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.</p> <p>PROVISIONAL SUMS.</p> <p>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Such sums are net and no addition shall be made to them for profit.</p> <p>PRIME COST (OR P.C.) SUMS.</p> <p>The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods as stated in Condition No. 20 of the Conditions of Contract are described herein as Nominated Sub-Contractors.</p> <p>Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p> <p>PROTECTIVE CLOTHING</p> <p>The Contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, overalls, etc., according to the type of work. The Contractor shall ensure that safety helmets are worn by all staff at all times.</p>	
	<i>Carried to collection</i>	

A	<p>PROGRESS CHART.</p> <p>The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.</p>	
B	<p>ADJUSTMENT OF P.C. SUMS.</p> <p>In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them. Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p>	
	<i>Carried to collection</i>	

A	<p>ADJUSTMENT OF PROVISIONAL SUMS.</p> <p>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued as described for Variations in Conditions No. 13 of the Conditions of Contract, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p> <p>NOMINATED SUB-CONTRACTORS</p> <p>When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No. 20 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".</p> <p>DIRECT CONTRACTS</p> <p>Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.</p> <p>ATTENDANCE UPON OTHER TRADESMEN, ETC.</p> <p>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p>	
	Carried to collection	

A	<p>INSURANCE</p> <p>The Contractor shall insure as required in Conditions No 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.</p>	
B	<p>PROVISIONAL WORK</p> <p>All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.</p>	
C	<p>ALTERATIONS TO BILLS, PRICING, ETC.</p> <p>Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities.</p> <p>All items of measured work shall be priced in detail and the Tenders Sums to cover trades or groups of work must be broken down to show the price of containing Lump each item before they will be accepted.</p>	
	Carried to collection	

A	<p>BLASTING OPERATIONS</p> <p>Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.</p> <p>MATERIALS ARISING FROM EXCAVATIONS</p> <p>Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER. Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.</p> <p>PROTECTION OF THE WORKS.</p> <p>Provide protection of the whole of the works contained in the Bills of Quantities, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.</p> <p>WORKS TO BE DELIVERED UP CLEAN</p> <p>Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER</p>	
	<i>Carried to collection</i>	

A	<p>GENERAL SPECIFICATION.</p> <p>For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.</p>	
B	<p>TRAINING LEVY</p> <p>The Contractor's attention is drawn to the legal notice which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than KShs. 1,000,000.00 in value.</p>	
C	<p>MATERIALS ON SITE</p> <p>All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.</p>	
D	<p>HOARDING</p> <p>The Contractor shall enclose all the site or part of the works under construction with a hoarding 2400 mm high consisting of iron sheets on 100 x 50 mm timber posts firmly secured at 1800 mm centres with two 75 x 50 mm timber rails. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.</p>	
E	<p>CONTRACTOR'S SUPERINTENDENCE/SITE AGENT</p> <p>The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p>	
	<p style="text-align: right;"><i>Carried to Collection</i></p>	

	<p><u>COLLECTION</u></p> <p>Brought Forward From Page GP/1</p> <p>Brought Forward From Page GP/2</p> <p>Brought Forward From Page GP/3</p> <p>Brought Forward From Page GP/4</p> <p>Brought Forward From Page GP/5</p> <p>Brought Forward From Page GP/6</p> <p>Brought Forward From Page GP/7</p> <p>Brought Forward From Page GP/8</p> <p>Brought Forward From Page GP/9</p> <p>Brought Forward From Page GP/10</p> <p>Brought Forward From Page GP/11</p> <p>Brought Forward From Page GP/12</p>	
	<p>TOTAL FOR GENERAL PRELIMINARIES CARRIED TO BILL MAIN SUMMARY</p>	

**PROPOSED CIVIL WORKS FOR MANDERA COUNTY ASSEMBLY
FOR MANDERA COUNTY
BILL NO. 1 - ROAD WORKS**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					SHS	CTS
	<u>ROAD WORKS</u>					
	<u>SITE CLEARANCE</u>					
A	Clear site of all bushes, shrubs, scrub, weeds & the like & dispose	SM	9,500			
	<u>EXCAVATIONS</u>					
B	Excavate to formation not exceeding 1.0m and dispose excavated materials as directed by Engineer	CM	8,940			
C	Cart away the excavated material away from site as instructed by the Engineer	CM	8,940			
D	Allow for keeping all excavations free from general waters		ITEM			
E	Grade formation to correct falls cambers and cross-falls including compaction to 100% BS	SM	8,940			
G	Treat the compacted surface with approved herbicide	SM	8,940			
	<u>ROAD CONSTRUCTION</u>					
J	Provide, lay & compact approved fill material in layers not exceeding 300mm well watered & rolled to Engineer's satisfaction	CM	8,940			
K	Provide lay & compact 200mm approved murrum sub-base as directed by the Engineer	SM	8,940			
L	Provide lay & compact 150mm thick approved handpacked stone base including all necessary preparation to receive stone dust	SM	8,940			
M	Provide and lay 50mm thick stone dust	SM	8,940			
N	Provide lay 80mm thick heavy duty paving blocks min. strength 49N/mm ²	SM	8,940			
TOTAL CARRIED TO COLLECTION PAGE CIV 5						

**PROPOSED CIVIL WORKS FOR MANDERA COUNTY ASSEMBLY
FOR MANDERA COUNTY
BILL NO. 1 - ROAD WORKS**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					SHS	CTS
	<u>CHANNEL AND KERB</u>					
A	Provide lay and joint along the edge of the road pre-cast concrete kerb 250x125mm and 125x100mm channel including 100mm thick concrete class dia bed and haunch and all necessary excavation disposal of excavated materials formwork to detail 'B'	LM	620			
B	Ditto but to radius 6m	LM	80			
	<u>KERB ONLY</u>					
C	Provide lay and joint along the edge of the road pre-cast concrete kerb 250x125mm including 100mm thick concrete class dia bed and haunch and all necessary excavation disposal of excavated materials formwork to detail 'B'	LM	350			
D	Ditto but to radius 6m	LM	60			
	<u>CHANNEL ONLY</u>					
E	Provide lay and joint along the edge of the road pre-cast concrete channel size 125x100mm including 100mm thick concrete class dia bed and haunch and all necessary excavation disposal of excavated materials formwork to detail 'B'	LM	100			
	<u>ROAD MARKING</u>					
F	Provide and apply 3 coat of approved road marking paint white/black/yellow in colour in 100mm wide strips	SM	600			
TOTAL CARRIED TO COLLECTION PAGE CIV 5						

**PROPOSED CIVIL WORKS FOR MANDERA COUNTY ASSEMBLY
FOR MANDERA COUNTY
BILL NO. 1 - ROAD WORKS**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					SHS	CTS
	<u>FOOTPATH</u>					
A	Excavate to formation not exceeding 0.6m and dispose excavated materials as directed by Engineer	CM	324			
B	Fill for footpath to make up levels using approved materials compacted in layers not exceeding 150mm average fill 300mm	CM	324			
C	Provide lay and compact 100mm thick approved murram fill to footpath	SM	540			
D	Provide and lay 50mm thick stone dust	SM	540			
E	Provide lay and joint 600x600x50mm pre-cast concrete slabs to footpath in 1:2 cement, sand, mortar	SM	540			
F	Provide lay and joint along the edge of footpath pre-cast concrete channel 125x100mm as footpath edging including 100mm thick concrete class dia bed and haunch and all necessary excavations disposal of excavated material and formwork to detail (50)5332 'A'	LM	450			
G	Ditto but to radius not exceeding 6m	LM	30			
	<u>WALKWAYS (EUROCON)</u>					
H	Excavate to formation not exceeding 0.6m and dispose excavated materials as directed by Engineer	CM	300			
J	Fill for walkways to make up levels using approved materials compacted in layers not exceeding 150mm.	CM	300			
K	Provide lay & compact 150mm thick approved handpacked stone base including all necessary preparation to receive stone dust	SM	500			
L	Provide and lay 50mm thick stone dust	SM	500			
M	Provide lay and compact 60mm thick medium duty EUROCON paving blocks min. strength 49N/mm ²	SM	500			
TOTAL CARRIED TO COLLECTION PAGE CIV 5						

**PROPOSED CIVIL WORKS FOR MANDERA COUNTY ASSEMBLY
FOR MANDERA COUNTY
BILL NO. 1 - ROAD WORKS**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					SHS	CTS
A	Provide, lay and joint along the edge of the footpath precast concrete channel 250x125mm including 100mm thick concrete bed and haunch (mix 1:3:6) to detail (50) 5332C .	LM	400			
	<u>STORM WATER DRAINAGE</u>					
B	Excavate trench for 750x355mm external dimension Pcc IBD not exceeding 0.7m (average depth 0.5m) including trimming sides to slope and disposal of surplus material to detail (50) 5329 'A'.	CM	240			
C	Ditto but average depth 1.0m ditto.	CM	240			
D	Provide, lay and compact 100mm thick approved murram bed and on sloping sides of the IBD to detail (50) 5329'A'	SM	290			
E	Provide, lay and joint 750x355x600mm external dimensions Pcc IBD to detail (50) 5329 (A) with one side slab.	LM	120			
F	Ditto but with two side slabs on each side.	LM	200			
G	Ditto but with three side slabs on each side.	LM	100			
H	Ditto but with four side slabs on each side.	LM	60			
	<u>CHANNEL GRATED STORM WATER DRAIN</u>					
J	Excavate for channel grated storm drain starting from natural ground level average depth 1.0m.	CM	150			
K	Remove and cart away from site surplus excavated material as directed	CM	150			
L	Allow for plunking and strutting to all excavations		ITEM			
M	Allow for keeping all excavations free from general waters		ITEM			
N	Grade formation to correct falls cambers and cross-falls including compaction to 100% BS	SM	150			
TOTAL CARRIED TO COLLECTION PAGE CIV 5						

**PROPOSED CIVIL WORKS FOR MANDERA COUNTY ASSEMBLY
FOR MANDERA COUNTY
BILL NO. 1 - ROAD WORKS**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					SHS	CTS
A	<u>Concrete</u> 50mm thick mass concrete class Q (1:3:6) to bottoms of foundations	SM	150			
B	<u>Insitu concrete; reinforced; class 25 / (20mm); vibrated</u> Foundation	CM	23			
C	Walling	CM	46			
D	<u>Reinforcement(provisional)</u> <u>4461 including bends, hooks, tying wire and</u> 12mm bars	KG	2,672			
E	10mm bars	KG	1,950			
F	<u>Sawn formworks</u> Sides of foundations bases	SM	55			
G	Vertical sides of walls	SM	600			
H	<u>All work in this section shall be executed in accordance with M.O.W. structural steel specifications 1973, and ammendments thereafter, rates to include for all materials, labour, stiffeners, stainless welding, cutting , shaping, drilling, fastenings and connection and all other items necessary for satisfactory incorporation into the works.</u> Fabricate and assemble in 50 x 50 x 5 mm L stainlesss steel sections including welding and bolting	LM	220			
J	Fabricate and assemble in 40 x 40 x 5 mm L stainless steel sections including welding and bolting	LM	220			
K	25x8mm flat stainless steel grating bars or other approved	KG	16,980			
TOTAL CARRIED TO COLLECTION PAGE CIV 5						

**PROPOSED CIVIL WORKS FOR MANDERA COUNTY ASSEMBLY
FOR MANDERA COUNTY
BILL NO. 1 - ROAD WORKS**

ITEM NO.	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	
					SHS	CTS
	<u>CULVERTS</u>					
A	Excavate in trench for 450mm diameter precast concrete pipes, backfill and compact after laying of pipes and cart away surplus material.Average depth 1.0m.	CM	40			
B	Excavate in trench for 600mm diameter precast concrete pipes, backfill and compact after laying of pipes and cart away surplus material.Average depth 1.0m.	CM	60			
C	Provide, lay and joint 450mm diameter precast concrete pipes including 150mm thick concrete bedding and surround (mix 1:3:6). Include for all necessary formwork. Detail (50) 5310 'C'	LM	40			
D	Provide, lay and joint 600mm diameter precast concrete pipes including 150mm thick concrete bedding and surround (mix 1:3:6). Include for all necessary formwork. Detail (50) 5310 'C'	LM	60			
	<u>HEADWALLS</u>					
E	Provide all materials and construct head walls to detail (50) 5318 including excavations,150mm concrete base backfilling along the sides and dispose excess material.	No.	14			
	<u>CAR SHADE</u>					
F	Provide all materials and erect car shade including erection of steel members, excavations, concreting, welding, bolting, painting and fixing of the shade cover	SM	5,000			
G	outdoor umbrella					
	Outdoor Patio Umbrellas Garden Umbrella Parasol - 2.7m Wooden, 6 Seater Set - Available in Green, Beige, Red	No	25			
TOTAL CARRIED TO COLLECTION PAGE CIV 5						00

**PROPOSED CIVIL WORKS FOR MANDERA COUNTY ASSEMBLY
FOR MANDERA COUNTY
BILL NO. 1 - ROAD WORKS**

[illegible]

**PROPOSED CIVIL WORKS FOR MANDERA COUNTY ASSEMBLY
FOR MANDERA COUNTY
BILL NO. 2 - SUMMARY**

[illegible]

REPUBLIC OF KENYA



**MANDERA COUNTY GOVERNMENT
MINISTRY OF ROADS, TRANSPORT & PUBLIC WORKS
DEPARTMENT OF PUBLIC WORKS**

**PROPOSED LANDSCAPING
AND
WATER RETICULATION WORKS
AT
MANDERA COUNTY ASSEMBLY**

Prepared by:

CME-Public Works ,
Department of Public Works
P.O Box 49-70300,
MANDERA

Issued by:

The Clerk,
Mandera County Assembly,
P.O. Box 408-70300,
MANDERA

DECEMBER, 2023

LANDSCAPING

ITEM	DESCRIPTION	QTY	UNIT	RATE Kshs	AMOUNT Kshs
	BILL NO.1 <u>LANDSCAPING (ALL PROVISIONAL)</u>				
A	<u>GROUND PREPARATION</u>				
I	Ground definitions in making up of working levels and disposal of arisings	32,285	SM		
II	Supply well decomposed farm yard manure to be mixed with the topsoil averagely 150mm for lawn areas and to use in backfilling of planting pits	4,842	CM		
B	<u>LAWN GRASS</u> Supply,sort and plant in 100mm centre to centre Zimbabwe lawn grass on the defined area	32,285	SM		
C	<u>TREE PLANTING</u> Supply, store in approved condition, plant including forming pit size 900 x 900 x 1000 deep removing all excavated materials and backfilling with well decomposed manure and topsoil (1:3) compacted in 300mm layers				
	<u>STANDARD TREES</u>				
	<i>Azadirachta Indica (Neem Tree)</i>	400	No.		
	Nairobi Tree	200	No.		
D	<u>MAINTENANCE</u> Allow for a follow up of all installations to insure establishment and concept preservation. Mowing, watering, weeding and trimming all included for a period of 6 Months.	6	No.		
	TOTAL FOR LANDSCAPING CARRIED FORWARD TO COLLECTION PAGE				

SPRINKLER INSTALLATION

ITEM	DESCRIPTION	QTY	UNIT	RATE Kshs	AMOUNT Kshs
	BILL NO. 2 SPRINKLER INSTALLATION WORKS (ALL PROVISIONAL) <u>PIPEWORK</u> General Note:- Price of pipework to include the cost of couplings, connectors, plugs and jointing to fittings etc., together with marking of pipe routes, excavation and consequent backfilling as required in the pipework installation. The following in uPVC conforming to the current European standards for uPVC installations and to the Engineers approval, pipe jointing shall be by polyfusion or use of electric coupling. Rates must allow for all Metal/Plastic threaded adaptors where required for the connection of flow control gate valves, bends, crossovers etc.				
A	50mm	620	LM		
B	40mm	1,240	LM		
C	25mm	310	LM		
	<u>TEE</u>				
D	50X50X40	2	No		
E	40X40X40	20	No		
F	40X40X25	41	No		
	<u>ELBOW</u>				
G	50mm	2	No		
H	40mm	4	No		
	<u>REDUCER</u>				
I	50-40 mm diameter	2	No		
J	25-15 mm diameter	41	No		
	<u>GATE VALVES TO BS 5151:1974</u>				
K	50mm	1	No		
L	40mm	20	No		
	<u>NON RETURN VALVES TO BS 5151:1974</u>				
M	50mm diameter	1	No		
	<u>UNION</u>				
N	50mm diameter union	110	No		
O	40mm diameter union	206	No		
P	25mm diameter union	52	No		
	<u>SOCKETS</u>				
Q	50mm diameter	55	No		
R	40mm diameter	103	No		
S	25mm diameter	26	No		
	TOTAL FOR SPRINKLER INSTALLATION CARRIED FORWARD TO COLLECTION PAGE				

SPRINKLER INSTALLATION

ITEM	DESCRIPTION	QTY	UNIT	RATE Kshs	AMOUNT Kshs
A	<u>POP-UP SPRINKLER HEAD C/W NOZZLE</u> Supply, deliver and install PS Ultra spray sprinkler head complete with Nozzle, Maximum Spray radius of 5.2m as Hunter Model or Equal and approved	100	No.		
B	<u>TAPS</u> GI pipe- 15mm Dia.	20	LM		
C	GI bends-15mm Dia.	40	No.		
D	Hose bib tap-15mm as Peglar or Equal and Approved	20	No.		
E	<u>SPRINKLER PUMP</u> Shall be as "GRUNDFOS " automatic booster pump model: CM 10-4A or approved equivalent.Capacity: 9m³/h Head: 40m Power supply: 2.2kw, 3phase 415v.Complete with: 60L pressure vessel, pressure switch, pressure cell, valves, Pump Controls and any other accessories necessary for efficient operation . Pump and accessories to be mounted on a rigid steel framework.	1	Set		
F	<u>ELECTRICAL POWER SUPPLY</u> Allow for pump wiring from the local isolator.	Item	Sum		
G	<u>TESTING AND COMMISSIONING</u> Allow for testing and commissioning the entire sprinkler system to the satisfaction of the Engineer.	Item	Sum		
TOTAL FOR SPRINKLER INSTALLATION CARRIED FORWARD TO COLLECTION PAGE					

SPRINKLER INSTALLATION

[illegible]

UNDERGROUND WATER TANK

ITEM	DESCRIPTION	QTY	UNIT	RATE Kshs	AMOUNT Kshs
	BILL NO.3 <u>CONSTRUCTION OF IN0. 200M3 UNDERGROUND WATER TANK</u> <u>200 m3 UNDER GROUND TANK/ BERKAD</u> <u>All works to be done in accordance with the drawing and as directed by the Project Manager</u>				
1.0	<u>EXCAVATION & EARTH WORKS</u>				
1.1	Clear site grab-up, remove and dispose of site all vegetation, grass, debris,bushes stumps, scrub, roots etc. as directed by the Engineer	150	SM		
1.2	Excavate in rocky soil for tank with internal measurement of 12.5m by 6.5m to a depth not exceeding 2.5m	350	CM		
2.0	<u>MASONRY WALL</u>				
2.1	Supply materials and construct a 300mm masonry wall	63	SM		
2.2	Ditto but 400mm masonry wall	32	SM		
2.3	Supply all material and plaster inside of tank with 15.0mm water proof sand/cement screed	177	SM		
2.4	Provide and fix 200mm thick boulder at wall and floor interface	ITEM	SUM		
2.5	Apply Bituminous Paint in 3 layers internally	177	SM		
3.0	<u>CONCRETE WORK</u>				
3.1	Supply all material and place all class 20 concrete work to cover the foundation, beams, and columns as per the drawing. Rate to Include formwork.	64	CM		
3.2	Supply, lay and compact hardcore for wall foundation and base slab.	50	CM		
3.3	Supply all material and place class 15 concrete blinding	7	CM		
3.4	STEEL REINFORCEMENT Supply, cut and place the following steel reinforcement to BS 4466 (I) Y8 (II) Y12 (III) Y10 (IV) BRC Mesh Fabric No 125	190 438 238 120	Kg Kg Kg SM		
	TOTAL CARRIED FORWARD TO COLLECTION PAGE				

UNDERGROUND WATER TANK

ITEM	DESCRIPTION	QTY	UNIT	RATE Kshs	AMOUNT Kshs
4.0	<u>FIXTURES & ROOF STRUCTURE</u>				
4.1	Supply all material and construct inside tank ladder	1	NO		
4.2	Supply and install 5mm galvanized wire mesh on air vent and overflow as per the instructions of the Engineer or his representative	ITEM	SUM		
4.3	Test water tank for leakages as described in the specifications, disinfect and commission	ITEM	SUM		
4.4	Provide and Cast 200mm thick R.C.C roof slab with precast Manhole Cover for access.	ITEM	SUM		
4.5	Reinstate ground at tank site	ITEM	SUM		
	TOTAL CARRIED FORWARD TO COLLECTION PAGE BELOW				
	<u>COLLECTION PAGE</u>				
A	Total B/F from Page UWT 1				
B	Total B/F From Above				
	TOTAL FOR 200 CM UNDERGROUND WATER TANK C/F TO GRAND SUMMARY PAGE				

STEEL PRESSED ELEVATED WATER TANK

ITEM	DESCRIPTION	QTY	UNIT	RATE Kshs	AMOUNT Kshs
	BILL NO. 4 <u>CONSTRUCTION OF 1NO. 50M3 STEEL PRESSED ELEVATED TANK ON 12M HIGH TOWER</u>				
A	"VIKING" METRIC COLD, at least 8mm thick pressed steel sectional water storage tank to BS 1564 Part II complete with 2mm pitched roof , internal & external ladders, water level indicator, vent cleats, stays, manhole with lockable cover, glasticord joining compound, galvanized nuts, bolts & washers.	75	NO		
B	18M high tower to BS 449 complete with walkway, hand rail, and ladder painted with 1 coat of aluminium paint.	1	NO		
C	Transportation of materials to site-1100km from Nairobi to the project site.	ITEM	SUM		
D	Labour for erection on site	ITEM	SUM		
	<u>PIPE WORK</u>				
E	Supply, cut, join and install 75mm steel inlet, outlet, overflow and scour pipes for 100m3 elevated steel tank up to ground level	ITEM	SUM		
F	Reinforced concrete foundations of size 1.5mx1.5mx1.5m deep. Please note that the foundation has to be done deeper if necessary.	1	NO		
G	Allow provisional sum to cater for PPR pipes and the required fittings for connecting the tanks to office block and to the various taps for for gardening as instructed by Engineer on site. The rate is inclusive of doing service line from the nearby distribution line where applicable.	ITEM	SUM		
H	Set of automatic electrically driven booster pump. One duty and the other one standby with automatic changeover capable of delivering 10m3 per hour against a head of 25 meters with a single phase powersource. The pump shall be complete with 100litres pressure vessel, and all accessories required for proper and satisfactory operation. It includes pressure switches, time delay switch, a switch to protect against dry run, timer, gate valves and non-return valves. The pump to be as Grundfos model CH12-30 or approved equivalent. Pump to be installed on mild steel platform.	1	NO		
I	Control panel for above pump	1	NO		
J	Allow for electrical works wiring and fitting to pumps, control panel and float switches from Isolator provided by others	ITEM	SUM		
	TOTAL FOR 50 CUBIC METRE ELEVATED STEEL PRESSED TANK C/F TO GRAND SUMMARY				

MANDERA COUNTY ASSEMBLY

TOTAL FOR LANDSCAPING & WATER RETICULATION C/F TO GRAND SUMMARY

REPUBLIC OF KENYA



**MANDERA COUNTY GOVERNMENT
MINISTRY OF ROADS, TRANSPORT & PUBLIC WORKS
DEPARTMENT OF PUBLIC WORKS**

**PROPOSED LIFT INSTALLATION
AT
MANDERA COUNTY ASSEMBLY**

Prepared by:

CME-Public Works ,
Department of Public Works
P.O Box 49-70300,
MANDERA

Issued by:

The Clerk,
Mandera County Assembly,
P.O. Box 408-70300,
MANDERA

DECEMBER, 2023

MANDERA COUNTY ASSEMBLY

GENERAL AND PARTICULAR SPECIFICATIONS

FOR

LIFT INSTALLATIONS

GENERAL SPECIFICATIONS FOR LIFTS INSTALLATION WORKS

1. REGULATIONS

All Apparatus and materials supplied and work carried out shall comply with the provisions of the following documents: -

- (a) The latest Edition of I.E.E Regulations
- (b) The Kenya Power and Lighting Co. Ltd By-laws
- (c) The Electric Power Act and the Rules made there under.
- (d) European Standards EN81-20:2014, EN81-50:2014
- (e) The requirements of the Chief Inspector of Factories for the Kenya Government, Factories Act Chapter 514 SECTION 30. The contractor shall avail all the certificates.
- (f) Any other regulations governing lift and escalator installations in Kenya
- (g) Kenya Bureau of Standards (KBS) lifts standard KS 2169 – 1

2. BUILDER'S WORK BY LIFT CONTRACTOR

A. Lifts Shaft

- (i) The dimensions of the lifts shafts are 1800 (width) by 2200mm (depth) for Passenger Lifts (2NO.)– It shall be the responsibility of the lifts Contractor to verify the dimensions of the lifts shaft before placing any orders for importation. The Employer/employer's representative will bear neither responsibility nor liability for any approximate dimensions issued – as a guide to the Contractor.
- (ii) The lifts Contractor shall provide cut-outs for hall buttons, hall position indicators, hall lanterns, shaft ventilations and fire man's switch.

It shall be the responsibility of the lifts Contractor to provide, properly position and fix the hall buttons, hall indicators, hall lanterns, fire man's switches, door frames, sills and architraves.
- (iii) The lifts Contractor shall provide the necessary scaffolding for erection of equipment and hoarding to secure the work area from general public and maintain safety of the people and other installations in the building.
- (iv) The lifts Contractor shall provide temporary electricity supply for erection and shaft lighting, and thereafter a permanent supply from an appropriate isolator.

B. Lifts Pits

The lifts contractor shall provide and fix ladders where such facility may be required as stipulated in EN81-20:2014, and terminal and over travel limit switches.

C. Lift Motor Room

The lifts Contractor shall provide the following in the lifts motor room:

- (i) Cut-outs for roping, safety gear ropes, selector tapes (where provided) cabling etc. in the lift room floor.
- (ii) Lifting beam in the form of a rolled steel joist if required.
- (iii) General lighting cable ducts and conduits and power and ventilation equipment.

D. Access

The lifts Contractor shall provide stairway access with lockable doors to the lifts motor room. On the outer side of the door shall be written in red letters:

“DANGERS 415 VOLTS – LIFT MOTOR ROOM – NO
UNAUTHORISED PERSON ALLOWED INSIDE”

E. Builder's Work

The lifts Contractor shall provide for:

- (i) All chasing, shaft ventilation and making good
- (ii) All drilling and plugging of holes in floors, walls, ceiling and roofs for security services, and for equipment requiring screw or bolt fixing.
- (iii) Any purpose made fixing brackets

3. FIREMAN'S SWITCH FOR THE LIFTS

A fireman's control switch shall be provided in the down terminal floor, main entrance lobby. The Fireman 's switch shall be of the type approved by the Engineer.

Operation of the Fireman's switch shall stop the lift car on the next landing but without opening the car and landing doors and immediately return the lift to the ground floor irrespective of any other calls and park lift with doors open. The car will then become in-operative with the exception of the 'Fireman's Lift' which shall operate in answer to the car buttons until only the fireman's switch is reset.

4. EMERGENCY ALARM SYSTEM

An emergency alarm system and an intercom shall be installed between the car, the motor room, and the reception desk on the ground floor. The alarm system shall be clearly labeled "Emergency Alarm". On pushing an alarm button, the system should ring simultaneously in the car, motor room (top floor at the controller for MLR lifts) and the reception desk.

The lifts Contractor shall carry out the wiring in the lift car and between machine and the reception desk. The power supply for the alarm system shall be derived from a self-recharging unit.

5. EMERGENCY DOOR KEYS

It shall be possible to open every lift-landing door by the use of a release key whether or not the lift car is in the landing zone. The key hole shall be unobtrusive and located at high level.

6. CALL STATION AND OPERATING PANEL BUTTONS

The call station, distributed between the lifts on each landing, and operating panel buttons shall be micro-motion push button.

7. INTERFERENCE SUPPRESSION

The lift motor and auxiliary controls shall be suppressed so as not to interfere with local radio and television reception and closed circuit television or Electro mechanical equipment within the building. The suppression shall be carried out in accordance with B.S. 800 and all suppression devices incorporated shall comply with EN81-20:2014 and EN81-50:2014 standards.

8. PROTECTION PADS

The lifts Contractor shall supply one set of protective quilted cover pads to approval for passenger lift cars.

9. CAR EMERGENCY LIGHTING

The lift car shall be provided with an emergency light fitting operating from a self-recharging battery unit. The emergency light will be built in the car-operating panel.

10. TEST

Both on completion of his work on the lift and at the end of the guarantee period, the lift Contractor shall carry out all the tests as required and in accordance EN81-50:2014 in the presence of the Engineer and shall provide all the necessary instruments, labour and materials to do so at his cost.

Damage occurring, as a result of these tests will be made good by the Lifts Contractor to the Engineer's satisfaction at his expense.

4No. (Four) copies of the test certificates for each lift should be forwarded to the Engineer within 4 days of completion of the last test.

11. TRAINING

The tenderer shall provide in his tender for the attachment on site, for training in the maintenance of the lifts, of 2No.technicians during the dismantling, installation, testing and commissioning period.

12.0 PROTECTION AGAINST POWER/VOLTAGE FLUCTUATIONS, SURGE AND TRANSIENT CURRENTS

12.1 The lift equipment and all its controls shall be protected against power/voltage fluctuations, surges and transient currents. The contractor shall provide for and install all the necessary equipment for this protection.

The protective switchgear shall be verified by the Engineer during the overseas factory inspection.

13.0 INITIAL STATUTORY INSPECTION

- 13.1 The tenderer shall allow in his tender for the initial statutory inspection of the lifts by an Approved Government Lift Inspector during the commissioning of the new lifts, and thereafter for inspection at intervals of six (6) months periodic time during the 12 months defects liability period. One of the inspections shall be done after the expiry of the defects liability period on confirming that all the defects (if any) have been corrected by the lifts contractor.
- 13.2 The employer and the contractor shall, at each inspection, each retain a copy of the lift inspection certificates while the original will be submitted to the Mandera County Assembly.

14.0 INITIAL MAINTENANCE

- 14.1 The tenderer shall allow in his tender for the initial routine service maintenance of the new lifts once a month during the 12 months defects liability period and shall carry out all necessary adjustments and repairs, cleaning, greasing and oiling of moving parts.
- 14.2 During the initial maintenance of the new lifts, the tenderer shall also allow in his tender for all tools, instruments, plant and scaffolding and the transportation thereof, as required for the correct and full execution of these obligations and the provision, use or installation of all materials or parts which are periodically renewed such as brake linings etc., or parts which are faulty for any reason whatsoever excepting always acts of God such as storm, tempest, flood, earthquake and civil revolt, acts of war and vandalism.
- 14.3 The contractor shall also provide a 24 -hour break-down service to attend to faults on or malfunctioning of the installation between the routine visits of the defects liability period.
- 14.4 A monthly report of any works done upon the installation shall be supplied to the Engineer.

15.0 REGISTRATION OF THE NEW LIFTS

- 15.1 The tenderer shall allow in his tender for the registration of the new lifts with the Mandera County Assembly including payments of any fees that may be required.
It is the responsibility of the Contractor to avail the registration certificate to the client once the registration has been done.

16.0 INTERIOR LIFT CAR FINISHES

- 16.1 The car interior (wall, doors and ceiling) shall be highly Engineered polished mirror stainless steel finish with LED Down lighter and LED Strips on ceiling periphery.
The full Architraves shall be real original Granite to Architects/ clients approval
The tenderer must allow for the said car interior finishes in their bid.

17.0 FACTORY INSPECTION

- 17.1 The employer shall be entitled to have the quantity and quality of the imported lifts materials inspected by two number (2No.) engineers appointed by the Project Manager and two (2No.) representatives for the employer.
- 17.2 The said inspection shall be carried out at the factory of manufacture of the lifts materials during normal working hours and the successful tenderer shall give written notice to the Project Manager at the latest thirty (30) calendar days in advance of the date that the lifts materials are ready for inspection.
- 17.3 Travel (including ground, air travel and airport passage taxes) and full board accommodation expenses in at least a three (3) star hotel incurred by the engineers appointed by the Project Manager, and the employer's representative shall (see clause 17.1) be borne by the contractor. The contractor shall also meet out of pocket expenses for the officers at Government of Kenya rates for the duration of the factory inspection. The costs incurred shall be re-imbursed to the contractor from the provisional sum allowed in page (G/7) of the Bills of Quantities.
- 17.4 The inspection period shall be five (5) working days excluding travelling time.
- 17.5 If as a result of the inspection any of the lift materials are found to be defective, the successful tenderer shall replace the defective materials and determine a new date as when a new inspection shall be performed at the expense of the contractor.
- 17.6 The successful tenderer shall only ship the lift materials after the said factory inspection.

18.0 LIFTS MONITORING SYSTEM

This is to be a software based system with two 24" colour monitors and key boards (in parallel – two locations - for the client) to monitor and control security functions at all times. They shall be located at – security area – and at maintenance office. It shall monitor the 2No. Lifts.

PARTICULAR SPECIFICATIONS

1.0 LOCATION OF SITE

The site of the proposed works is at **Mandera East**

2.0 DESCRIPTION OF THE WORKS

The project comprises the supply, installation, testing and commissioning of 2No. 13PAX , 2.5m/sec conventional passenger destination controlled (3VF) modern microprocessor control based lifts including associated builders and electrical works.

3.0 CLIMATE CONDITIONS

The following climatic conditions apply at the site of the contract work and the equipment, materials and the installations shall be suitable for these conditions.

Mean Maximum Temperatures 31.80c

Mean Minimum Temperature 27.80c

Range of Relative humidity 38% - 59%

Altitude 212.62 M above sea level

Latitude /Longitude 3.93 S/41.85 E

Hot and Dry Weather is experienced at most periods of the year and the contractor shall be deemed to have taken account of this factor both in his prices and his planning of the execution of the contract works.

4.0 GENERAL REQUIREMENTS

The lifts Contractor shall supply, deliver unload, hoist, fix and erect, test and commission all the equipment, plant and materials in accordance with all specifications contained in this document including the Building plans to provide a complete and operable installation.

The lifts Contractor shall become liable for defects and be responsible for the initial maintenance of the lifts installed all as specified here in.

5.0 PARTICULAR REQUIREMENTS

The tenderer shall provide factory compliance certificate for EN 81-20:2014 and EN 81-50:2014 to prove compliance with this European code. Failure to provide this shall render the tender non –responsive and hence the bid will not be considered.

6.0 TECHNICAL SPECIFICATION FOR THE LIFTS

I) 2NO. ORDINARY PASSENGER LIFTS

No. of Units:	TWO (2No.)
Load:	1000Kg (13 persons)
Speed:	2.5 m/s
Drive:	AC gearless closed loop digital VVVF (microprocessor controlled)
Control System:	Electronic. Fully software based microprocessor controlled system and an advanced intergrated lift management system to serve 6No. Lifts in one group and 1No. In dedicated executive group , total (7No.) lifts
No. of Stops:	2No. Ordinary Lifts: 3-stops (GF, 1ST FLR, ROOF)
Travelling Cable:	Install travelling cable to serve interface for fire alarm system, C.C.T.V and Audio System
Lift Pit:	Minimum 1500mm (Contractor to confirm on site)
Head Room:	Minimum 4000mm (Subject to confirmation on site)
Power Requirements:	415V ac, 3 phase, at 50Hz
Machinery:	Gearless with Machine room.
Travel Height:	(subject to confirmation on site)
Shaft Size:	The dimensions of the lifts shafts 1800mm (width) by 2200mm (depth) (subject to confirmation on site)

2.02 Travel Height and Floors Served (subject to confirmation on site)

Other main facilities

and functions to be included:

- Car door operation shall be fully automatic with (infra-red) electronic door sensors
- : Car position indicator with floor numbers on every floor
- : Door button – re-open
- : Voice guidance system (voice synthesizer)
- : Emergency power operation and system backing (To ensure lift stops and opens doors at the nearest floor landing in case of power failure)
- : Intercom facility – 3 way
- : Alarm power unit and bell complete with a maintained back-up power supply
- : Safe landing with deviation of not more than 3mm
- : Floor position indicator on every floor
- : Independent service key operation
- : Signal floor lantern with sounders or car arrival chimes on all floors.
- : All the lift call buttons and car operation panels must have buttons for the disabled (Braille for the blind and button for wheel chair users)
- : Remote control car stop (emergency)
- : Cabin ventilation shall be tropicalised high Capacity cylinder type operation.
- : Car extract fan should be powerful, quiet, drought free and multi-directional complete with maintained back-up power supply
- : Shall incorporate an Audio Visual car overload device.
- : Shall have forced ventilation key switch.

Code Compliance:	The lift shall comply with European Specification code EN 81-20:2014 and EN81-50:2014
Structural Openings:	The lift Contractor shall set the landing doors at 10mm from the finished floor levels so as to get a fall away from the landing to prevent water from flowing down the lift shafts when washing up.
Entrances:	The lifts car shall have automatic high speed power operated doors as follows: - panel centre opening doors of 900mm Wide by 2200mm High.
Car door:	Stainless steel all to Engineer's approval.
Landing door:	Stainless steel to Engineer's approval.
Landing door architraves:	Architraves to be granito tiles with an aluminum strip at the edge to approval by the engineer.

Wall switches:	All operating switches in the lifts shaft shall be of the totally enclosed drip proof type.
Lighting:	Indirect Lighting shall be fitted in the car to a level of 150 lux. The fittings shall be fully recessed to prevent damage by tall items and have automatic ON/OFF energy saving features. Emergency car lighting to be incorporated
Cabin walls:	All 2No. Lifts shall be Hairline stainless steel finish to Engineer's approval.
Mirror:	Three Quarters of height and full width on rear side of lifts for lifts (2No.)
Door Operation:	Heavy duty variable frequency driven door operators on a frame above the lift car. Fully adjustable door open and close speeds - Micro-processor controlled. Intelligent speed adjustments to cope with traffic requirements Full curtain electronic infrared 3 dimensional detectors. An electro mechanical type tested interlock shall be provided, fitted on the landing door and operated by the door lock cam on the lift car to prevent movement of the lift car until the landing door is both mechanically and electronically locked.
Hand rails:	Hairline stainless steel plating hand rails to be provided on the three panel sides. Lower rails for wheel chair users also to be incorporated.
Emergency light:	Emergency light in the lift cars shall be 6 watts complete with a maintained back-up power supply
Signal Hall Lanterns:	LCD displays and different tones for up and down motions.
Signal fixtures:	Wide angle view car position indicator unit with high reliable LED technology.
Floor buttons:	Micro motion with ring illumination Brushed stainless steel plate with Braille indication and button for wheel chair users.
Floor:	Granite tiles, 6mm thick for (Passenger Lift – 2No.)
Car position indicators:	Car position indicators shall be digital LCD type & Buzzers.
Car direction indicators:	Car direction indicators shall have polycarbonate Covers and 160° angle view.

Manual operation:	Provision shall be made for manual raising and Lowering by means of spokeless Wheel. This wheel shall be mounted on the drive motor or provided at the controls for the machine-room less lifts. This facility should be availed at the control panel
Guarantee of Spare parts:	The tenderer must confirm in writing and provide Written commitment from manufacturer, the availability of parts for the make of lift proposed for installation, for a continuous period of at least 10 (Ten) years.
Painting:	All parts of the control equipment, switchgear trunking bed plates and closed sections of metal parts which will not be accessible for painting after erection shall be given three coats of paint at the manufacture's works. All bright surfaces shall be coated with lacquer or other protective coating before leaving the manufacturer's works. Metal works in the lift shaft shall be painted on site with three coats of best quality oil paint. The lifts machine and other machinery located in the lifts motor room shall be painted with three coats of best quality oil paint one coat being applied after erection.
Construction:	In general, the lift car shall be constructed from pressed steel. The method of construction and strength of lift cars, doors and panels shall comply with European code EN 81-20:2014.
Base frame:	The complete hoisting equipment shall be mounted on a base frame of fabricated steel which when installed shall be insulated from the building structure by means of rubber or other approved sound and vibration isolated material provided and fixed in an approved manner between frame and the supporting beams.
Facilities for the Disabled:	Shall comply to EN81-20:2014 and EN 81-50:2014
Communication & Monitoring Equipment wiring:	The lifts shall be fully equipped with an industry standard interface (LON, BACnet etc.,) for Building management system interconnection for remote monitoring and control. The lifts shall also have an interface for integration with the facility's access control system.

7.0 INFORMATION TO BE SUPPLIED BY THE TENDERER

7.1: The tenderer shall fill in the following information pertaining to the Lifts offered at the time of tendering: -

- (i) Type of Drive Motor
.....
- (ii) Size of the Drive Motor
(KW).....
- (iii) Country of Manufacture
.....
- (iv) Power Factor
.....
- (v) Starting Current A
.....
- (vi) Running Current B.
.....
- (vii) Duration of Starting Current
.....
- (viii) Lift Capacity (Kg/Persons).....
- (ix) Lift Speed
.....
- (x) Landing Doors Type
.....
- (xi) Landing Doors Safety
Features.....
- (xii) Dimensions of Lift Car
.....
- (xiii) Shaft size dimensions
(WxD).....
- vi) Dimensions of Landing Doors
.....
- vii) Structural Openings
(WxH).....
- viii) Headroom (Height)
.....

Statement of Compliance

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

Signed:for and on behalf of the Tenderer

Date:

Official Rubber Stamp:

BILLS OF QUANTITIES

BILL OF QUANTITIES-LIFT INSTALLATION AT MANDERA COUNTY ASSEMBLY

ITEM	DESCRIPTION	QTY	UNIT	RATE Kshs	AMOUNT Kshs
	<u>BILL NO.1</u> <u>LIFT INSTALLATION</u>				
1.1	Price for all imported materials for 2No. Destination Controlled Executive Lifts (give break-down on a separate sheet) and state Country of Origin and exchange rate and lift make .	2	NO		
1.2	Price for locally purchased materials for 2No. Lifts (give breakdown on separate sheet).	2	NO		
1.3	Allow for any associated electrical works including provision of shaft lighting	Item	Sum		
1.4	Allow for the assembling and installation of the 2No. lifts	Item	Sum		
1.5	Price for full service maintenance of the 2No. lift during the 12 months' defects liability period for whole period as described on page F/4 clause 14.0 @ Kshs.....per month	12	NO		
1.6	Supply and installation of 2No. Automatic Rescue Devices in each lift to Engineers Approval	2	NO		
1.7	Supply and install 2No. Suitably rated Voltage Stabilizers (one for each lift)	2	NO		
1.8	Allow for lift car interior finishes as described in section 16.1 Page F/4 of tender document	Item	Sum		
1.9	Lift Monitoring System-1 unit for all lifts but see clause 18- page F/5 .	Item	Sum		
1.10	Allow for Testing and Commissioning of the 2No. Lifts	Item	Sum		
	TOTAL FOR 2NO. LIFT INSTALLATION CARRIED FORWARD TO SUMMARY PAGE				

BILL OF QUANTITIES-LIFT INSTALLATION AT MANDERA COUNTY ASSEMBLY

ITEM	DESCRIPTION	AMOUNT (Ksh.)
		Kshs
	<u>PROVISIONAL SUMS</u>	
	<u>CONTINGENCY</u>	
2.1	Provide the Sum of Ksh.200,000.00 (Two Hundred Thousand Kenyan Shillings) to be expended as directed by the Project Manager.	200,000
	<u>PROJECT SUPERVISION /INSPECTION</u>	
2.2	Provide the Sum of Ksh. 200,000.00 (Two Hundred Thousand Kenyan Shillings) to be expended as project supervision /Inspection fee.	200,000
	<u>TRAINING</u>	
2.3	Provide the Sum of Ksh. 150,000.00 (One Hundred and Fifty Thousand Kenyan Shillings) to Allow for training of 2No. technicians as described in Clause 11-page F/3.	150,000
	<u>TRANSPORTATION</u>	
2.3	Provide the Sum of Ksh. 500,000.00 (Five Hundred Thousand Kenyan Shillings) for transport including offloading to site.	500,000
	TOTAL FOR PC & PROVISIONAL SUMS CARRIED FORWARD TO SUMMARY PAGE	1,050,000

BILL OF QUANTITIES-LIFT INSTALLATION AT MANDERA COUNTY ASSEMBLY

SUMMARY PAGE -LIFT INSTALLATION

ITEM	DESCRIPTION	OFFICIAL USE AMOUNT (Kshs)
I	LIFT INSTALLATION	
II	PROVISIONAL SUMS	
	TOTAL FOR 2NO. LIFTS CARRIED TO GRAND SUMMARY	

APPENDIX TO BILLS OF QUANTITIES FOR LIFT INSTALLATION
APPENDIX 'A'

PRICE BREAKDOWN OF IMPORTED MATERIALS
(ATTACHMENTS ARE ALLOWED IF THE LIST IS LONG)

Item	Description	Unit	Qty	Cost (Kshs.)

Signed By Tenderer

.....

Official Stamp

.....

.....

Date

(ATTACHMENTS ARE ALLOWED IF THE LIST IS LONG)

A-02

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
1	350 KVA Stand-by Generator complete with its change over switch as HI Power and Engine as Cummins or approved equivalent	1	NO		
	TOTAL AMOUNT				

Ref.	Description	Quantity	Unit	Rate	Kshs
	<u>WASHROOM</u>				
	<u>SUBSTRUCTURES</u>				
	<u>EXCAVATION AND EARTHWORK</u>				
	<u>EXCAVATION</u>				
	<u>Excavating</u>				
	Bulk or the like; starting from ground level				
A	Not exceeding 1.50 m deep	3	cm		
	Trenches; to receive foundations; starting from reduced level				
B	Not exceeding 1.50 m deep	9	cm		
	Extra over all kinds of excavations irrespective of depth for				
C	Excavating in rock irrespective of depth	2	cm		
	<u>Disposal</u>				
	Surplus excavated material				
D	Removing from site	7	cm		
	<u>DISPOSAL OF WATER</u>				
	<u>Labour and materials</u>				
	Keeping excavation free from				
E	All water including spring or running water		Item		
	<u>PLANKING AND STRUTTING</u>				
	<u>Labour and materials</u>				
	To uphold the sides of excavation				
F	Generally		Item		
	<u>FILLING</u>				
	<u>Hardcore</u>				
	Filling in making up levels well rolled and compacted to 95% maximum dry density				
G	300 mm thick; handpacked in layers not exceeding 150mm thick	6	sm		
	<u>Approved excavated material</u>				
	Filling in making up levels well rolled and compacted to 95% maximum dry density				
H	Return fill and ram approved excavated material around foundations	18	cm		
	<u>Stone or quarry dust</u>				
	Blinding surfaces of fill				
J	50 mm thick	6	sm		

Ref.	Description	Quantity	Unit	Rate	Kshs
A	<u>DAMP PROOFING MEMBRANES</u>				
	<u>1000 Gauge 'diothene' or other equal and approved polythene sheeting damp proofing membrane; with weltd laps (measured separately - no allowance made for laps)</u>				
	Horizontal; in 1 No. layer(s)				
B	Over 300mm wide; laid on compacted murram or quarry dust blinding (measured separately)	9	sm		
	<u>ANTI-TERMITE AND HERBICIDE TREATMENT</u>				
	<u>Termidor, or other equal and approved insecticide applied strictly in accordance with the Manufacturer's printed instructions</u>				
C	With a Ten years guarantee as described all to the Architect's approval.				
	To surfaces of fill and tops of foundation walls	9	sm		
	<u>CONCRETE WORK</u>				
D	<u>INSITU CONCRETE: PLAIN</u>				
	<u>Normal: mass concrete class `P'</u>				
	Foundations				
E	50 mm thick	8	sm		
	<u>INSITU CONCRETE: REINFORCED</u>				
	<u>Normal: class 20/(20mm); vibrated</u>				
F	Foundations in trenches				
	Irrespective of thickness	2	cm		
	Beds				
G	150 mm thick	9	sm		
	<u>REINFORCEMENT</u>				
	<u>Bars; mild steel; hot rolled; B.S. 4449 including bends, hooks, tying wire, distance blocks, and spacers</u>				
H	Ribbed high tensile steel bars				
	10 mm Diameter	88	kg		
	<u>Fabric; B.S. 4483</u>				
I	Reference A142 ; mesh 200 x 200 mm weight 2.22 kgs per square metre (measured net - no allowance made for laps); including bends, tying wire and distance blocks				
	In any location	9	sm		
	<u>FORMWORK TO INSITU CONCRETE</u>				
J	<u>Formwork generally</u>				
	Edges of beds, roads, footpaths, pavings and the like				
	75 to 150 mm wide	12	lm		

PJWR/3

Ref.	Description	Kshs
	<p>SUBSTRUCTURES</p> <p>Page No. 1</p> <p>Page No. 2</p> <p>Page No. 3</p>	
P	WR/4	To WASHROOM

Ref.	Description	Quantity	Unit	Rate	Kshs
	<u>SUPERSTRUCTURE CONCRETE WORK</u>				
	<u>CONCRETE WORK</u>				
	<u>INSITU CONCRETE: REINFORCED</u>				
	<u>Normal: class 20/(20mm); vibrated</u>				
	Beams; horizontal or sloping not exceeding 15 degrees from horizontal				
A	Generally	1	cm		
	Suspended floors, roofs or the like; horizontal				
B	150 mm thick	9	sm		
	<u>REINFORCEMENT</u>				
	<u>Bars; mild steel; hot rolled; B.S. 4449 including bends, hooks, tying wire, distance blocks, and spacers</u>				
	Ribbed high tensile steel bars				
C	12 mm Diameter	85	kg		
D	10 mm Diameter	137	kg		
E	8 mm Diameter	42	kg		
	<u>FORMWORK TO INSITU CONCRETE</u>				
	<u>Formwork generally</u>				
	Soffits; horizontal				
F	Suspended floor slabs	6	sm		
	Sides and soffites				
G	Beams or the like; horizontal	11	sm		
	<u>ASPHALT WORK</u>				
	<u>TILE ROOFING</u>				
	<u>Imper-italia APP membrane rubber gutter water proofing finish or other equal and approved as supplied by Engineering supplies 2001 Limited</u>				
	Apply as per manufacturer's instructions to and including 30mm thick cement and sand screed base; to falls, cross falls or sloping not exceeding 15 degrees from horizontal				
H	Over 300 mm wide	13	sm		

af.	Description	Kshs
	<p>SUPERSTRUCTURE CONCRETE WORK</p> <p>Page No. 5</p>	

PJ

af.	Description	Kshs
	<div>SUPERSTRUCTURE WALLING</div> <div>Page No. 7</div>	
	To WASHROOM	

PJ

f.	Description	Quantity	Unit	Rate	Kshs
	<u>PAINTING AND DECORATING</u> <u>PREPARE AND APPLY ONE COAT PINK OR WHITE HARDWOOD PRIMER; TO CROWN 'SOLO' PAINTS OR EQUAL AND APPROVED</u> <u>Timber surfaces</u> Frames or the like A 100 to 200 mm girth; internal 11 lm <u>PREPARE AND APPLY ONE COAT APPROVED STAIN; THREE COATS 2-PACK MATT POLYURETHANE VARNISH; TO CROWN 'SOLO' PAINTS OR EQUAL AND APPROVED</u> <u>Timber surfaces</u> Frames or the like B 200 to 300 mm girth; internal 11 lm Doors C Over 300 mm girth; internal 8 sm				

f.	Description	Quantity	Unit	Rate	Kshs
A	<u>WINDOWS</u>				
	<u>WALLING</u>				
	<u>BRICK FACEWORK</u>				
	Facing bricks; in cement: sand mortar (1:4)				
	Cills; fair-faced; all headers-on-edge pointing top and one side as work proceeds				
A	200 x 100 x 20 mm; work set weathering; fixed with and including butterfly ties at 900 mm centres	2	lm		
	<u>METAL WORK</u>				
B	<u>STANDARD UNITS</u>				
	Supply, assemble and fix the following purpose made cottage type mild steel windows with intergrated burglar proofing grilles constructed from standard steel sections obtained from an approved manufacturer and primed with red oxide primer before delivery; complete with frames, transomes, mullions and all necessary ironmongery including building rugs to jambs, plugging and screwing head and all to stonework and bedding frames in waterproof cement mortar and pointing in approved mastic externally, oiling, easing and adjusting, all complete with permanent ventilators comprising an additional transome, standard gauge 16 sheet metal hood 50mm high x 50mm projection. (Note: All windows to be constructed as per details attached in Appendix at the end of this bill and to any further amplified details in the description or as may be provided by the Architect)				
	Steel; lugs to two jambs, cutting and pinning to concrete or blockwork				
B	Overall size 600 x 600 mm high	2	No		
	<u>GLAZING</u>				
C	<u>GLASS IN OPENINGS</u>				
	<u>Sheet; obscured</u>				
	4 mm thick to metal with putty glazing compound				
	0.5 to 1.0 square metres	1	sm		
D	<u>PAINTING AND DECORATING</u>				
	<u>PREPARE AND APPLY ONE UNDERCOAT AND TWO FINISHING COATS OF GLOSS OIL PAINT ON</u>				
	<u>Metal surfaces</u>				
	Glazed metal windows				
D	Over 300 mm girth; internal	1	sm		
E	Over 300 mm girth; external	1	sm		

af.	Description	Kshs
	<p>WINDOWS</p> <p>Page No. 12</p>	
		To WASHROOM

Ref.	Description	Quantity	Unit	Rate	Kshs
	<p><u>FINISHES</u></p> <p><u>CARPENTRY</u></p> <p><u>STRUCTURAL TIMBERS-Timber shall be as supplied by "Timsales Limited" or other equal and approved</u></p> <p><u>Sawn Cypress; second grade; pressure impregnated</u></p> <p>Bearers or the like</p>				
A	50 x 50 mm	26	lm		
B	100 x 50 mm	13	lm		
	<p><u>JOINERY</u></p> <p><u>GENERAL JOINERY</u></p> <p><u>Gypsum plasterboard</u></p> <p>Cornices</p>				
C	100 x 25 mm; two labours; plugging	13	lm		
	<p><u>FLOOR, WALL AND CEILING FINISHES</u></p> <p><u>TILE, SLAB OR BLOCK FINISHINGS</u></p> <p><u>Approved imported ceramic tiles; non-slip floor tiles; to regular pattern; bedding and jointing in cement ; grouting joints with matching cement</u></p> <p>330 x 330 x 10 mm; butt joints straight both ways; generally to</p>				
D	Floors; level; internal	7	sm		
	<p><u>Ceramic tiles B.S. 1281; imported; approved colour; glazed; to regular pattern; bedding and jointing in cement grouting joints with matching coloured cement</u></p> <p>250 x 200 x 6 mm; butt joints straight both ways; to cement and sand base (m/s); generally to</p>				
E	Walls; internal	26	sm		
F	Extra over tile for rounded edges	4	lm		
	<p><u>Smooth cut polished mazeras stone; approved; bedded and jointed in cement and sand (1:3) mortar in regular pattern</u></p> <p>25mm thick approved mazeras facing to wall jointed and pointed in cement/sand (1:3) mortar to match</p>				
G	Walls; external	11	sm		
	<p><u>PLAIN SHEET FINISHINGS</u></p> <p><u>Gypsum board; fixing with nails; nail heads punched and puttied</u></p> <p>12.5 mm thick; butt vee joints; set to pattern; to timber base (m/s); generally to</p>				
H	Ceilings; internal	7	sm		

Ref.	Description	Quantity	Unit	Rate	Kshs
	<u>BEDS OR BACKINGS</u>				
	<u>Render; cement and sand (1:3)</u>				
	15mm thick one coat backings; wood floated; to receive tiles(m/s); to concrete or blockwork base; generally to				
A	Walls; internal	37	sm		
	20mm thick one coat backings; steel trowelled to a smooth surface to receive paint (m/s); to concrete or blockwork base; generally to				
B	Walls; internal	23	sm		
C	Walls; external	54	sm		
	<u>Screed; cement and sand (1:3)</u>				
	30 mm thick one coat beds; wood floated; to receive ceramic floor tiles (m/s); to concrete or blockwork base; generally to				
D	Floors; level; internal	7	sm		
	<u>PAINTING AND DECORATING</u>				
	<u>PREPARE AND APPLY ONE UNDERCOAT AND TWO FINISHING COATS OF GLOSS OIL PAINT ON</u>				
	<u>Steel trowelled plastered surfaces</u>				
	Walls				
E	Over 300 mm girth; internal	23	sm		
	<u>PREPARE AND APPLY ONE UNDERCOAT AND TWO FINISHING COATS OF PLASTIC EMULSION PAINT ON</u>				
	<u>Softboard surfaces</u>				
	Ceilings				
F	Over 300 mm girth; internal	7	sm		
G	100 to 200 mm girth; internal	13	lm		
	<u>PREPARE AND APPLY ONE UNDERCOAT AND TWO FINISHING COATS OF PERMAPLAST PAINT ON</u>				
	<u>Steel trowelled plastered surfaces</u>				
	Walls				
H	Over 300 mm girth; external	54	sm		
	<u>PREPARE AND APPLY ONE COAT APPROVED STAIN; THREE COATS 2-PACK MATT POLYURETHANE VARNISH; TO CROWN 'SOLO' PAINTS OR EQUAL AND APPROVED</u>				
	<u>Mazeras surfaces</u>				
	Walls				
J	Over 300 mm girth; external	11	sm		

R ef.	Description	Kshs
	<div data-bbox="115 128 250 159">FINISHES</div> <div data-bbox="115 189 272 220">Page No. 14</div> <div data-bbox="115 249 272 281">Page No. 15</div>	
PJ	To WASHROOM	

Ref.	Description	Quantity	Unit	Rate	Kshs
	<u>BUILDERS WORK IN CONNECTION TO SUB-CONTRACT WORK</u> <u>MECHANICAL INSTALLATIONS</u> <u>BUILDER'S WORK IN CONNECTION</u> <u>Labour and material</u> Cutting chases in blockwork; running with cement mortar (1:4) For small pipe Holes for pipes or the like in 100 mm thick blockwork or stonework For 50 pipes; including making good all works disturbed Holes for pipes or the like in 200 mm thick blockwork or stonework For 50 pipes; including making good all works disturbed For 100 pipes; including making good all works disturbed For 150 pipes; including making good all works disturbed Holes for pipes or the like in 150 mm thick reinforced concrete slab For 50 pipes; including making good all works disturbed For 100 pipes; including making good all works disturbed <u>ELECTRICAL INSTALLATIONS</u> <u>BUILDER'S WORK IN CONNECTION WITH ELECTRICAL INSTALLATIONS</u> <u>Cut away for and make good after electrician or any other specialist installing a concealed conduit system to the following points; including cutting or leaving all holes, notches, mortices, sinkings in both structure and its covering; making good all disturbed works</u> Cutting away in new structures for concealed conduit and point and making good works after the electrician for 25 x 25mm deep chase in solid concrete block or stone walling for conduits 50 x 50mm deep chase in solid concrete block or stone walling for conduits 75 x 75 x 50mm deep recess in solid concrete block or stone walling for switches, sockets and the like 150 x 150 x 100mm deep recess in solid concrete block or stone walling for telephone cables 300 x 200 x 100mm deep recess in solid concrete block or stone walling for submains cable 450 x 300 x 100mm deep recess in solid concrete block or stone walling for distribution boards 600 x 600 x 100mm deep recess in solid concrete block or stone walling for mitre boards				
A		20	Im		
B		1	No		
C		1	No		
D		1	No		
E		1	No		
F		1	No		
G		1	No		
H		10	Im		
J		10	Im		
K		5	No		
-		1	No		
M		1	No		
N		1	No		
P		1	No		

PJ

af.	Description	Kshs
	<p>WASHROOM</p> <p>SUBSTRUCTURES</p> <p>SUPERSTRUCTURE CONCRETE WORK</p> <p>SUPERSTRUCTURE WALLING</p> <p>DOORS</p> <p>WINDOWS</p> <p>FINISHES</p> <p>BUILDERS WORK IN CONNECTION TO SUB-CONTRACT WORK</p> <p>PROVISIONAL SUM</p>	
	WASHROOMS	

ITEM	DESCRIPTION	UNIT	AMOUNT Kshs.
	<p><u>PROVISIONAL SUMS</u></p> <p><u>The following provisional items are to be measured on completion of the works and priced in accordance with rates contained in these Bills of Quantities or pro-rata thereto or deducted in whole if not required</u></p>		
A	Allow a Provisional Sum of Kshs Two Million (Kshs 2,000,000.00) only for Signage	SUM	2,000,000.00
B	Allow the provisional sum of Kenya Shillings Ten Million Only (Kshs.10,000,000.00) for CCTV installation to be omitted or expended in part or whole at the discretion of the Project manager	SUM	10,000,000.00
C	Allow the provisional sum of Kenya Shillings Five Million Only (Kshs.5,000,000.00) for Contingencies to be omitted or expended in part or whole at the discretion of the Project manager	SUM	5,000,000.00
D	Allow the provisional sum of Kenya Shillings Two Million Only (Kshs.2,000,000.00) for Project supervision to be omitted or expended in part or whole at the discretion of the Project manager	SUM	2,000,000.00
E	Allow the provisional sum of Kenya Shillings Three Million Million Only (Kshs.3,000,000.00) for Electrical Fence Installation to be omitted or expended in part or whole at the discretion of the Project manager	SUM	3,000,000.00
	Total Provisional Sums Carried to Grand Summary		22,000,000.00

ITEM	DESCRIPTION		SHS	SHS
	Construction of paved parking, Water reticulation & Landscaping, Washrooms, Lift Installation Works, Generator installation and other ancillary works at Mandera County Assembly		FOR OFFICIAL USE	FOR CONTRACTORS USE
	<u>MAIN SUMMARY</u>			
1	PARTICULAR PRELIMINARIES			
2	GENERAL PRELIMINARIES			
3	ROADS WORKS			
4	LANDSCAPING AND WATER RETICULATION WORKS			
5	LIFT INSTALLATION WORKS			
6	GENERATOR WORKS			
7	WASHROOMS			
8	PROVISIONAL SUMS			
TOTAL CARRIED TO FORM OF TENDER		KSHS		
Amount in words Ksh				
.....				
CONTRACTORS NAME ,.....				
ADDRESS ,.....				
DATE ,.....				
SIGNATURE ,.....				
WITNESS'S NAME ,.....				
ADDRESS ,.....				
DATE ,.....				
SIGNATURE,.....				