

### ALDAI TECHNICAL TRAINING INSTITUTE P.O BOX 149-30305, KOBUJOI, TEL: 0700746828

Email: <u>aldaitti@gmail.com/i</u>nfo@aldaitti.ac.ke

Website: www.aldaitti.ac.ke



# MINISTRY OF EDUCATION STATE DEPARTMENT OF VOCATION AND TECHNICAL TRAINING

ALDAI TECHNICAL TRAINING INSTITUTE
P. O. BOX 149-30305, KOBUJOI-KENYA, Tel: 0700746828

TENDER DOCUMENT

FOR THE

PROPOSED CONSTRUCTION OF CLASSROOM, HOSPITALITY

RESTAURANT AND KITCHEN AT

ALDAI TECHNICAL TRAINING INSTITUTE

(ALDAI CONSTITUENCY)

**TENDER NO: ATTI/HOS/ COM/01/2021-2022** 

**APPROVED BY:** 

NANDI COUNTY PUBLIC WORKS P.O BOX 87 KAPSABET **CLIENT** 

ALDAI TECHNICAL TRAINING INSTITUTE P.O.BOX 149-30305 KOBUJOI

2021/2022- PROJECT.



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Aldai Technical Training Institute invites sealed bids from interested qualified contractors to carry out the following works;

NO	TENDER NO	Description	CATEGORY	ELIGIBILITY	BID BOND	Closing date
1	ATTI/HOS/COM/0 1/2021-2022	Proposed Construction of Classroom ,Hospitality Restaurant and Kitchen at Aldai Technical Training Institute Full contract	NCA 6 and above for general building works	OPEN	2 %	11 <sup>TH</sup> November 2021

Interested and eligible candidates may inspect and obtain tender documents with detailed specifications from the institute website <a href="www.aldaitti.ac.ke">www.aldaitti.ac.ke</a> or get the hard copies from the procurement office upon payment of a non-refundable fee of Ksh.1,000 at the cash office before 4:00pm on normal working days.

The complete tender documents should be enclosed in plain sealed envelope clearly marked with the tender name and reference number and addressed to:

The Principal Aldai Technical Training Institute, P.O Box 149-30305, KOBUJOI.

The bids shall be deposited in the tender box located at the Reception on or before 11<sup>TH</sup> November 2021 at 11:00 am. Bids will be opened immediately thereafter in the conference room in presence of Bidders or their representatives who choose to attend.

Late bids will be returned unopened. **Women, Youths and Persons with Disability** who are dully registered and satisfy conditions of the tender are encouraged to apply **NOTE**: The Governments COVID 19 containment protocols should strictly be adhered to.

### INTRODUCTION

- 1.1This 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.
- c) 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
- d) 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 by public entities.
- 1.3 The cover of the document shall be modified to include:
- I. Tender number.
- II. Tender name.
- III. Name of procuring entity.
- IV. Write the name and address of entity.

### SECTION I

### INVITATION FOR TENDERS

Tender reference No ATTI/ HOS/COM/01/2021-2022 as per tender document)

**Tender Name (as per tender document)** 

- **1.1** The **ALDAI TECHNICAL TRAINING INSTITUTE** invites sealed tenders for the PROPOSED CONSTRUCTION OF CLASSROOMS, HOSPITALITY RESTAURANT AND KITCHEN
- 1.2 Interested eligible candidates may obtain further information and inspect <u>TENDER</u> <u>DOCUMENT</u> at <u>ALDAI TECHNICAL TRAINING INSTITUTE</u> during normal working hours or visit aldai Website: www.aldaitti.ac.ke, taxes must be in Kenya shillings and shall remain valid for (90) days from the closing date of tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at <u>ALDAI</u> <u>Technical Training Institute</u>, <u>P.O.BOX 149-30305</u>, <u>KOBUJOI</u> or to be addressed <u>ALDAI Technical Training Institute</u> so as to be received on or before 11 November, 2021 at 11:00 am.
- 1.6 Tenders will be opened on *11*, *November 2021 at 11:00 am*. Immediately in the presence of the candidates or their representatives who choose to attend at ALDAI Technical Training Institute
- 1.7 Bidders should provide the following information for evaluation criteria:
  - a) Copy of Certificate of Incorporation/Registration for the firm.
  - b) Copy of VAT Registration Certificate and VALID TAX compliance.
  - c) CR 12 as per companies act
  - d) Evidence/ recommendation for similar works.
  - e) Valid national construction authority registration NCA(6 and above)
  - f) Proof of financial ability to carry out the works
  - g) Access to credit line from reputable bank in Kenya

### 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 Clerk of works 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 All tenderers shall include the following information and documents with their tenders:
  - (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.
- 1.5 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
  - (a) The tender shall include all the information listed in clause 1.4 above for each joint venture partner;
  - (b) The tender shall be signed so as to be legally binding on all partners;
  - (c) All partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - (d) One of the partners will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and
  - (e) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge
- 1.6 To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria:
- (a) Annual volume of construction work of at least 2.5 times the estimated annual cash flow for the Contract;
- (b) Experience as main contractor in the construction of at least
- (c) Two works of a nature and complexity equivalent to the Works

Over the last 5 years (to comply with this requirement, works cited should be at least 70 percent complete);

- d) Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;
- (e) A Contract manager with at least five years' experience in works of an equivalent nature and volume, including no less than three years as Manager; and
- (f) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 4 months of the estimated payment flow under this Contract

- 1.7 The figures for each of the partners of a joint venture shall be added together to determine the tenderer's compliance with the minimum qualifying criteria of clause 1.6 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.6 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's tender. Subcontractors' experience and resources will not be taken into account in determining the tenderer's compliance with the qualifying criteria, unless otherwise stated.
- 1.8 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.
- 1.9 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.
- 1.10 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
- 1.11 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

### 2. Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 2.4.
  - (a) These Instructions to Tenderers
  - (b) Form of Tender and Qualification Information
  - (c) Conditions of Contract
  - (d) Appendix to Conditions of Contract
  - (e) Specifications
  - (f) Drawings
  - (g) Bills of Quantities
  - (h) Forms of Securities
- 2.2 The tenderer shall examine all Instructions, Forms to be filled and Specifications in the tender documents. Failure to furnish all information required by the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderer's risk and may result in rejection of his tender.
- 2.3 A prospective tenderer making an inquiry relating to the tender documents may notify the Employer in writing at the address indicated in the letter of invitation to tender. The Employer will only respond to requests for clarification received earlier than seven days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all tenderers. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders, in accordance with Clause 4.2 here below.

### 3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English language.
- 3.2 The tender submitted by the tenderer shall comprise the following:
- (a) These Instructions to Tenderers, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications;
- (b) Tender Security;
- (c) Priced Bill of Quantities:
- (d) Oualification Information Form and Documents;
- (e) Alternative offers where invited; and
- (f) Any other materials required to be completed and submitted by the tenderers.
- 3.3 The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All duties, taxes, and other levies payable by the Contractor

under the Contract, or for any other cause relevant to the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the tenderer.

- 3.4 The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of sixty (60) 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 respect
- 3.7 The tenderer shall furnish, as part of the tender, a Tender Security in the amount and form specified in the appendix to invitation to tenderers. This shall be in the amount not exceeding 2 percent of the tender price
- 3.8 The format of the Tender Security should be in accordance with the form of Tender Security included in Standard forms or any other form acceptable to the Employer. Tender Security shall be valid for 30 days beyond the validity of the tender.

- 3.9 Any tender not accompanied by an acceptable Tender Security shall be rejected. The Tender Security of a joint venture must define as "Tenderer" all joint venture partners and list them in the following manner: a joint venture consisting of"......,","....,",and ".....".
- 3.10 The Tender Securities of unsuccessful tenderers will be returned within 28 days of the end of the tender validity period specified in Clause 3.6.
- 3.11 The Tender Security of the successful tenderer will be discharged when the tenderer has signed the Contract Agreement and furnished the required Performance Security.
- 3.12 The Tender Security may be forfeited
- (a) if the tenderer withdraws the tender after tender opening during the period of tender validity;
- (b) if the tenderer does not accept the correction of the tender price, pursuant to Clause 5.7;
- (c) in the case of a successful tenderer, if the tenderer fails within the specified time limit to;
- (i) Sign the Agreement, or
- (ii) Furnish the required Performance Security.
- 3.13 Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. Alternatives will not be considered, unless specifically allowed in the invitation to tender. If so allowed, tenderers wishing to offer technical alternatives to the requirements of the tendering documents must also submit a tender that complies with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. In addition to submitting the basic tender, the tenderer shall provide all information necessary for a complete evaluation of the alternative, including design calculations, technical specifications, breakdown of prices, propose construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tender conforming to the basic technical requirements shall be considered.
- 3.14 The tenderer shall prepare one original of the documents comprising the tender documents as described in Clause 3.2 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked "ORIGINAL".
- 3.15 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer, pursuant to Clause 1.4 (a) or 1.5 (b), as the case may be. All pages of the tender where alterations or additions have been made shall be initiated by the person or persons signing the tender.
- 3.16 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.17 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.
- 3.18 The tender security shall be in the amount of 2 per cent of the tender price.

### 4.0 Submission of Tender Documents

A dully filled tender documents shall be submitted to reach:

PRINCIPAL

ALDAI TECHNICAL TRAINING INSTITUTE

P.O BOX 149 – 30305.

KOBUJOI

Not later than Thursday 11<sup>TH</sup> November 2021 at 11.00 a.m.

- 4.1 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender. However, the Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Sub Clause 2.5 in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline
- 4.2 The tenderer shall seal the original copies of the tender in a plain sealed envelope, duly marking as "ORIGINAL" and
- (a) Be addressed to the Employer at the address provided in the invitation to tender; bearing the name and identification number of the Contract as defined in the invitation to tender; and provide a warning not to open before the specified time and date for tender opening.
  - 4.3 Any tender received after the deadline prescribed in clause 4.2 will be returned to the tenderer un-opened.
  - 4.4 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 4.2. Each tenderer's modification or withdrawal notice shall be prepared, sealed, marked,
    - and delivered in accordance with clause 3.13 and 4.1, with the outer and inner envelopes
    - additionally marked "MODIFICATION" and "WITHDRAWAL", as appropriate. No tender may be modified after the deadline for submission of tenders.
  - 4.5 Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended pursuant to Clause 3.6 may result in the forfeiture of the Tender Security pursuant to Clause 3.11.
  - 4.6 Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with Clause 4.4 or be included in the original tender submission.

### 5. Tender Opening and Evaluation

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

- 5.3 Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of Contract shall not be disclosed to tenderer or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender
- 5.4 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with Clause 5.7.
- 5.5 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (a) meets the eligibility criteria defined in Clause 1.7;(b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.
- 5.6 If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 5.7 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
  - (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
  - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
  - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.
  - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected Builder's Work (i.e. Corrected tender sum less P.C. and Provisional Sums)
  - (e) The Error Correction Factor shall be applied to all Builders' Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
  - (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.11.

- 5.8 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 5.5.
- 5.9 In evaluating the tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
- (a) Making any correction for errors pursuant to clause 5.7;
- (b) Excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day works where priced competitively.
- (c) Making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with clause 3.12; and
- (d) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with clause 4.6
  - 5.10 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in tender evaluation.
  - 5.11 The tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

5.12 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to annon indigenous subcontractor

### 6. Award of Contract

- 6.1 Subject to Clause 6.2, the award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be (a) eligible in accordance with the provision of Clauses 1.2, and (b) qualified in accordance with the provisions of clause 1.6 and 1.7.
- 6.2 Notwithstanding clause 6.1 above, the Employer reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.
- 6.3 The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum (hereinafter and in all Contract documents called the "Contract Price") that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. At the same time the other tenderers shall be informed that their tenders have not been successful. The contract shall be formed on the parties signing the contract.
- 6.4 The Agreement will incorporate all agreements between the Employer and the successful tenderer. Within 14 days of receipt the successful tenderer will sign the Agreement and return it to the Employer.
- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in the amount stipulated in the Appendix to Conditions of Contract and in the form stipulated in the Tender documents. The Performance Security shall be in the amount and specified form
- 6.6 Failure of the successful tenderer to comply with the requirements of clause 6.5 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.
- 6.7 Upon the furnishing by the successful tenderer of the Performance Security, the Employer will promptly notify the other tenderers that their tenders have been unsuccessful.
- 6.8 Preference where allowed in the evaluation of tenders shall not be allowed for contracts not exceeding one year (12 months)
- 6.9 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 6.10 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 6.11 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 6.12 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 6.13 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.
- 6.14 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

- 6.15 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.
- 6.16 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

# 7. Corrupt and Fraudulent practices

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

### **CONDITIONS OF CONTRACT**

- 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.
- 2.0 Immediately after the execution of the Contract, the Clerk of works shall furnish both the Employer and the Contractor with two copies—each of all the Contract documents. Further, as and when necessary the Clerk of works 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 public works' Decisions

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

### 5 Delegation

5.1 The public works may delegate any of his duties and responsibilities to clerk of works after notifying the Contractor.

### **6** Communications

6.1Communication 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 public works and Clerk of works, 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 Clerk of works. 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

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 Clerk of works. The Clerk of works 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 Clerk of works 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 Regional or county public works, and complete them by the Intended Completion Date.

### 11 Safety and Temporary Works

- 11.1The 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 Clerk of works 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 Clerk of works'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 Clerk of works before they can be used.
- 11.3 The Contractor shall be responsible for the safety of all activities on the Site.

### 12. Discoveries

12.1Anything 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 Clerk of works of such discoveries and carry out the Clerk of works's instructions for dealing with them.

### 13. Work Program

13.1Within the time stated in the Appendix to Conditions of Contract, the Contractor shall submit to the Clerk of works and public works 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 Clerk of works' approval of the program shall not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Clerk of works 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

15.1The Contractor shall allow the Building Department and any other person authorised by the Clerk of works, 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

16.1The Contractor shall carry out all instructions of the public works and clerk of works which are in accordance with the Contract.

## 17. Extension or Acceleration of Completion Date

- 17.1 The public works and clerk of works 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 public works shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Clerk of works 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 concerned management committee 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.
- 18.2 The clerk of works shall record the minutes of management meetings and provide copies of the same to those attending the meeting and the Employer.
- 18.3 The responsibility of the parties for actions to be taken shall be decided by the clerk of works 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 clerk of works 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 clerk of works 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.

### 20. Defects

- 20.1 The public works 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 public works may instruct the Contractor to search for a defect and to uncover and test any Work that the Clerk of works 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 Clerk of works 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 Clerk of works's notice. If the Contractor has not corrected a defect within the time specified in the Clerk of works's notice, the Clerk of works 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 Clerk of works shall adjust the rate to allow the change

### 22. Variations

- 22.1 All variations shall be included in updated programs produced by the Contractor.
- 22.2 The Contractor shall provide the clerk of works with a quotation for carrying out the variations when requested to do so. The clerk of works 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 clerk of works 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 clerk of works, 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.

# 23. Payment Certificates, Currency of Payments and Advance Payments

- 23.1The Contractor shall submit payment certificate to the finance Department 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 public works and committee appointed by the accounting officer shall always contact inspection of woks before any payment is made 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 public works for the institute.
- 23.2The 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 instructions of the qs/clerk of works except for use upon the Works.
- 23.3Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the inspection committee within 30 days of the date of issue of each certificate.

### 25. Price Adjustment

- 25.1The clerk of works and public works 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.
- 25.2The 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.

### 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 public works has certified that all defects notified to the Contractor before the end of this period have been corrected.

### 27. Liquidated Damages

27.1The 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.

### 28. Securities

28.1The Performance Security shall be provided to the Employer not 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 clerk of works 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 public works. Each completed form shall be verified and signed by the clerk of work 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 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.
- 30.3 Policies and certificates for insurance shall be delivered by the Contractor to the employer for approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.
- 30.4 Alterations to the terms of insurance shall not be made without the approval of the employer. Both parties shall comply with any conditions of insurance policies.

### 31. Completion and taking over

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

### 32. Final Account

32.1 The Contractor shall issue the public works 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 public works 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 public works 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 public works shall decide on the amount payable to the Contractor and issue a Payment Certificate. The Employer shall pay the Contractor the amount due in the Final Certificate within 60 days.

### 33. Termination

- 33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;
- (a) The Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the clerk of works.
- (b) The clerk of works/public works 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 public works 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 clerk of works 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 clerk of works.
- 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 clerk of works 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.

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

### 36. Corrupt gifts and payments of commission

The Contractor shall not:

- (a) Offer or give or agree to give to any person in the service of the Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Employer
- (b) Enter into this or any other contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless

before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

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

# 37. Settlement Of Disputes

- 37.1 In case any dispute or difference shall arise between the Employer 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
- 37.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising there-under or in connection therewith, including any matter or thing left by this Contract to the discretion of the clerk of works, or the withholding by the employer 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:
- 37.6 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.

### 38. Provisional Quantities and Sums

- i. Provision for quantity contingencies in any particular item or class of Work with a high expectation of quantity overrun should be made by entering specific "Provisional Quantities" or "Provisional Items" in the Bill of Quantities, and not by increasing the quantities for that item or class of Work beyond those of the Work normally expected to be required. To the extent not covered above, a general provision for physical contingencies (quantity overruns) should be made by including a "Provisional Sum" in the Summary of the Bill of Quantities. Similarly, a contingency allowance for possible price increases should be provided as a "Provisional Sum" in the Summary of the Bill of Quantities. The inclusion of such provisional sums often facilitates budgetary approval by avoiding the need to request periodic supplementary approvals as the future need arises.
- ii. Provisional sums to cover specialized works normally carried out by Nominated Sub Contractors should be avoided and instead Bills of Quantities of the specialized Works should be included as a section of the main Bills of Quantities to be priced by the Main Contractor. The Main Contractor should be required to indicate the name (s) of the specialized firms he proposes to engage to carry out the specialized Works as his approved domestic sub-contractors. Only provisional sums to cover specialized Works by statutory authorities should be included in the Bills of Quantities.

FORM NO. 5 - PERFORMANCE SECURITY
[Option 1 - Unconditional Demand Bank Guarantee]
[Guarantor letterhead]
Beneficiary:[insertnameandAddressofProcuringEntity]
Date: [Insert date of issue]
Guarantor:[Insertnameandaddressofplaceofissue,unlessindicatedintheletterhead]
Wehavebeeninformedthat(hereinafter called "the Contractor")hasenteredintoContractNodated
with(nameof ProcuringEntity)(theProcuring Entityasthe Beneficiary), for the execution of
(hereinaftercalled"theContract").
Furthermore, weunderstandthat, according to the conditions of the Contract, aperformance guarantee is required.
AttherequestoftheContractor,weasGuarantor,herebyirrevocablyundertaketopaytheBeneficiaryanysumor sums not exceeding in total anamount of (in words), such sum being payable in the types and
proportionsofcurrenciesinwhichtheContractPriceispayable,uponreceiptbyusoftheBeneficiary'scomplying
demandsupported by the Beneficiary's statement, whether in the demand itselfor in a separate signed document accompanying or identifying
the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove
or to show grounds for your demand or the sum specified therein.
This guarantee shall expire, not later than the
received by us at the office indicated above on or before that date.
The Guarantor agrees to a,one-time extension of this guarantee for aperiod not to exceed [sixmonths] [oneyear],
inresponsetotheBeneficiary'swrittenrequestforsuchextension, such request to be presented to the Guarantor
beforetheexpiryoftheguarantee."
[Name of Authorized Official, signature(s) and seals/stamps]
Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.
'The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of
Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.
any, and denominated entire in the currency of the Contract of a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup>Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

# FORMNo.6- PERFORMANCE SECURITY

# [Option 2– Performance Bond]

	ote:ProcuringEntitiesareadvisedtousePerforma PerformanceBondduetodifficultiesinvolvedincal	anceSecurity–UnconditionalDemandBankGuaranteeinstead [lingBondholdertoaction]
[G	uarantor letterhead or SWIFT identifier code]	Beneficiary:
	[insertnameandAddressofProcuringEntit	y/ Date:
	[Insert date of issue] PERFOR	MANCE
BC	ONDNo.:	
Gu	narantor: [Insert name and address of place of	fissue, unless indicated in the letterhead]
1.	By this Bond	as Principal (hereinafter called "the Contractor") and as Surety (hereinafter called
	amountof proportions of currencies in which the C	] as Surety (hereinafter called] as Obligee (hereinafter called "the ProcuringEntity") in theforthepaymentofwhichsumwellandtrulytobemadeinthetypes and ontract Price is payable, the Contractor and the Surety bind themselves, cessors and assigns, jointly and severally, firmly by these presents.
2.		awrittenAgreementwiththeProcuringEntitydatedtheday orin accordance with the documents, plans, ichtotheextenthereinprovidedfor,arebyreferencemadeparthereof
3.	the said Contract (including any amotherwise, its hall remain in full force and effective to the said Contract (including any amotherwise, its hall remain in full force and effective to the said Contract (including any amotherwise, its hall remain in full force and effective to the said Contract (including any amotherwise, its hall remain in full force and effective to the said Contract (including any amotherwise, its hall remain in full force and effective to the said Contract (including any amotherwise, its hall remain in full force and effective to the said Contract (including any amotherwise, its hall remain in full force and effective to the said Contract (including any amotherwise, its hall remain in full force and effective to the said Contract (including any amotherwise, its hall remain in full force and effective to the said Contract (including any amotherwise, its hall remain in full force and effective to the said Contract (including any amotherwise, in the said Contract (including any amotherwise, in the said Contract (including any amotherwise).	Obligationissuchthat, if the Contractorshall promptly and faithfully perform nendments thereto), then this obligation shall be null and void; ect. Whenever the Contractorshall be, and declared by the Procuring Procuring Entity having performed the Procuring Entity sobligations y the default, or shall promptly:
	a) CompletetheContractinaccordancew	ithitstermsandconditions; or
	Contractinaccordancewithitstermsan SuretyofthelowestresponsiveTenderd andmakeavailableasworkprogresses(Contract or Contracts of completion completionlesstheBalanceoftheContracty may be liable hereunder, "BalanceoftheContractPrice," as used	dtenderersforsubmissiontotheProcuringEntityforcompletingthe dconditions,andupondeterminationbytheProcuringEntityandthe ers,arrangeforaContractbetweensuchTenderer,andProcuringEntity (eventhoughthereshouldbeadefaultorasuccessionofdefaultsunder the on arranged under this paragraph) sufficient funds to pay the cost of ractPrice;butnotexceeding,includingothercostsanddamagesfor which the the amount set forth in the first paragraph hereof. The term inthisparagraph,shallmeanthetotalamountpayablebyProcuring (lesstheamountproperlypaidbyProcuringEntitytoContractor;or
	c) PaytheProcuringEntitytheamountreq itstermsandconditionsuptoatotalnote	uiredbyProcuringEntitytocompletetheContractinaccordancewith xceedingtheamountofthisBond.
4.	TheSuretyshallnotbeliableforagreatersum	thanthespecifiedpenaltyofthisBond.
5.	Taking-OverCertificate.Norightofactions	ted before the expiration of one year from the date of the issuing of the hallaccrueonthisBondtoorfortheuseofanypersonorcorporation ortheheirs, executors, administrators, successors, and assigns of the
6.	Intestimonywhereof,theContractorhasher presentstobesealedwithhiscorporatesealdu	euntosethishandandaffixedhisseal, and the Suretyhascausedthese ulyattestedbythesignatureofhislegalrepresentative,thisday_of20

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Inthepresenceof	
SIGNEDON	on behalfof
By	in the capacityof
Inthenresenceof	

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# CONFIDENTIAL BUSINESS QUESTIONARE

You are required to give the particulars indicated in part 1 and either part 2 (a), 2(b) or 2(c) whichever applied to your type of business.

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

Part 1 General			
Location of Business o	f Business		
premises		• • • • • • • • • • • • • • • • • • • •	••
Plot			
No		Street/Road	
Postal address	Tel No		Fax
Email			
Nature of			
	•••••	• • • • • • • • • • • • • • • • • • • •	
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Registration Certificate			
	iness which you can handle	e at any one time- Kshs	
Name of your			
			•••••
Branch			
Pa	rt 2 (a) - Sole Proprietor		
Your name in			
full	Age	<u> </u>	• • • • • • • • • • • • • • • • • • • •
Origin		ž	
Citizenship details			
-	t 2 (b) – Partnership		
Given details of partner			
Name	Nationality	Citizenship details	Shares
Tunic	rationant y	Citizensinp details	Shares
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Part 2 (c) – Registered	Company		
Private or Public			
	ssued capital of company		
Nominal Kshs			
Issued Kshs			
Given details of all dire	ectors as follows		
Name	Nationality	Citizenship details	Shares
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THO OSED CONSTRUCTION OF HOST HALLT COMMERCAL ALBAH THE
DateSignature of Candidate

# 

Date of this Tender submission
Tender No. [insert identification]
Name and description of Tender
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 sum of Kenya Shillings
[amount in words].
2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the 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 [ <i>Insert date</i> ], and it shall remain binding upon us and maybe accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding Contract between us. We further understand that you are not bound to accept the lowest or any tender you may receive.
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:  **
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]

### **DECLARATION NOT TO ENGAGE IN CORRUPTION**

I hereby declare that I will not engage in corrupt or fraudulent practice and I have not been debarred from participating in procurement proceedings, I/We recognize that Public Procurement is based on a free and fair
competitive Tendering process which should not be opened to abuse.
I/wedeclare that I/We
will not offer or facilitate directly or indirectly any inducement or
reward to any public officer, their relations or business associates, in accordance with the tender
No
Signed by
Date
signeddate
Stamp

# PROPOSED CONSTRUCTION OF HOSPITALITY COMPLEX AT ALDAI T.T.I SWORN STATEMENT

Having studied the tender information we/Ihere by state:-

- 1) The information furnished in our application in our application is accurate to the best of our knowledge.
- 2) That in case of being awarded the tender we acknowledge that this grants us the opportunity to participate in construction of works as per our tender submission.
- 3) When the legal, technical or financial conditions or the contractual capacity of the firm changes, we commit ourselves to inform you and acknowledge your right to review the tender awards made.
- 4) We enclose all the required documents and information required for the tender evaluation

Applicants name
Witness name
Date
Signature and rubber stamp of the Director

### ALDAI TECHNICAL TRAINING INSTITUTE

TEL: 0700746828
EMAIL: aldaitti@gmail.com
Website www.aldaitti.ac.ke



P.O BOX 149, 30305 KOBUJOI

TENDER FORM		
Tenderers Name	 	
Postal address		
Tel No		
Physical address	 	
Tender no		
DADT A TECHNICAL EVAL		

### PART A. TECHNICAL EVALUATION

Bidders to provide the following information

- 1. Copy of certificate of incorporation/registration.
- 2. Copy of KRA pin certificate and valid tax compliance certificate.
- 3. Duly filled form of tender, questionnaire signed and stumped
- 4. Evidence of similar goods/works for the past five years at least three organization
- 5. Proof of financial ability to carry out the Tender
- 6.Bidders under reserved category should have relevant registration certificate

NB/ The Technical evaluation will be evaluated prior to the financial evaluation.

For a bidder to be considered for financial evaluation the bidder must score 60% in the technical evaluation as formatted below.

NO	REQUIREMENT	MAX. POINTS	POINTS AWARDED	REMARKS
1	Certificate of Incorporation	10		
2	VAT Registration certificate and valid tax compliance	10		
3	Dully filled form of tender	10		
4	Evidence of similar works	10		
5	Current single business permit	5		
6	Detailed company profile	10		
7	Bid bond	10		
8	NCA 6 and above	10		
	TOTALS	75		

# **Stage 2: Other requirements**

No	requirement	Max. points	Points awarded	remarks
1	Telephone	3		
2	Name of the banker	3		
3	Nature of business	2		
4	Value of business the firm can			
	handle at once			
	Less than ksh 10,000,000	2		
	30,000,000 upwards	4		
5	Fully filled stumped and signed	3		
	declaration form			
6	Dully filled, stumped and	3		
	signed sworn statement			
7	Cr12	5		
	totals	25		

	declaration form				
6	Dully filled, stumped and	3			
	signed sworn statement				
7	Cr12	5			
	totals	25			
FO (The	Il you accept your bid to be evaluation team will make comments every.	ately below) below based or	YES  n the findings about the	ria and abide by the	em during the entire
APP	ACCEPT THE FIRM  ROVED/NOT APPROVED		REJECT THE F	IRM	
EVA	LUATION COMMITTEE MEMBI	ERS			
NAN 1	<b>ЛЕ</b>		SIGNATURE	DATE	
2					
3					
4					
5					
6					

# BILLS OF QUANTITIES FOR PROPOSED CONSTRUCTION OF CLASSROOMS, HOSPITALITY RESTAURANT AND KITCHEN AT ALDAI T.T.I, NANDI COUNTY

### **CLIENT**:

ALDAI TECHNICAL INSTITUTE P.O BOX 149-30305

KOBUJOI.

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	GROUND FLOOR ELEMENT NO. 01 Substructure				
	Site clearence (All Provisional)				
A	Clear site of all bushes, shrubs and small trees of girth not exceeding 600mm diameter measured 1 metre from ground level and dispose all the arising materials.	792	SM		
В	Soil wheel and deposit on site and later spread as directed by the project manager	792	SM		
С	Excavate from stripped level to reduce level depth not exceeding 300mm	310	СМ		
	Excavation to column bases				
D	Excavate for square columns bases depth not exceeding 2.5 metres and dispose off the excavated material as directed	116	СМ		
	Excavation to foundation trenches				
Е	Extra over excavation for excavation in rock irrespective of class and dispose the arising materials away from site at distance not less than 100 metres	69	СМ		
F	Excavate for foundation strip from stripped, of depth not exceeding 1.5m and dispose off as directed by the P.M	156	СМ		
	Form work to column bases				
G	Soft sawn celcured timber form work to column bases, girth exceeding 200mm but not exceeding 350mm	100	SM		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	Form work to foundation strip				
A	Softwood sawn celcured timber formwork of girt exceeding 150mm but not exceeding 255mm	97	SM		
	Reinforcement to column bases (Provisional)				
В	12mm high tensile square twisted bars including tying wires, spacer blocks and hooks to BS 4461	1234	KG		
	Reinforcement to foundation strip (Provisional)				
C	10mm diameter, ditto	520	KG		
D	8mm diameter, ditto  Concrete works	340	KG		
	mass concrete class 10 - 15mm (1:3:6)aggregate in :-				
Е	50mm thick blinding under strip foundation	156	SM		
F	Ditto in column bases	144	SM		
	Class 20/20mm aggregate, mix (1:2:4) Vibrated concrete				
	<u>to:-</u>				
G	Column bases	39	CM		
Н	Foundation strip	30	CM		
	Formwork to stub column				
I	Softwood sawn celcured timber formwork to column bases	96	SM		
J	Reinforcement to stub column (All provisional) 16mm diameter high tensile square twisted steel bars to BS 4461 including tying wires, hooks and spacer blocks all in position.	730	KG		
K	Ditto but Y 8 bars	160	KG		
	Class 20/20mm aggregate, mix (1:2:4) Vibrated concrete to:-				
M	Stub Column	6	CM		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	Foundation walling				
A	200mm thick hand dressed approved natural stone walling reinforced with 20mm thick hoop iron at every second course and laid with (1:3) cement sand mortar	339	SM		
	Hardcore filling				
В	300mm thick approved hardcore filling consolidated in 150mm layers and well compacted.	554	SM		
	Murram Blinding				
С	75mm thick approved hardcore filling consolidated two layers and well compacted.	554	SM		
D	Prepare and apply "Gladiator TC" (organophosphates chlorpyritos) coverage 8SM per litre as "HIGH CHEM LTD" or other equal and approved.	554	SM		
Е	1000 Gauge Damp Proof membrane with lap allowance of 200mm	554	SM		
F	Mesh fabric reinforcement with 150mm laps allowance allowance for laps) reference A 142 to BS 1483.  B.S 1483.	554	SM		
	Formwork to edges of slab				
G	Soft sawn timber formwork to edges of ground floor slab, girth exceeding 75mm but not exceeding 150mm	121	LM		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	Class 20/20mm aggregate. mix (1:2:4) Vibrated concrete to:-				
A	150mm thick Class 20/20mm reinforced vibrated concrete to ground floor slab	260	СМ		
	Plinth treatment				
В	12mm thick render (400 mm girth) of cement to sand (1:4) to receive bituminous paint (M.s.)	62	SM		
С	Prepare and apply one undercoat and two finishing coats of black bituminous paint	62	SM		
	Plunking and strutting				
D	Allow for plunking and strutting to sides of excavations		ITEM		
	Removal of water				
Е	Allow for keeping of the excavation free from mud and all water including spring and running water by pumping, pailing or any other approved means		ITEM		
	<u>Disposal</u>				
F	Load surplus excavated material and cart away from site distance not less than 500 metres	98	СМ		
	<u>Fillings</u>				
G	Return fill in and ram selected excavated materials around foundation	138	СМ		
Н	Paving slabs 600x600x50mm thick precast concrete slabs on including 50mm sand bed and 100mm thick compacted hardcore sub-				
	base to fall, jointing and pointing in cement sand mortar (1:3) and compaction.	225	SM		
	Total carried to collection				

MESCRIPTION	QTY	UNIT	RATE	TOTAL
COLLECTION				
Brought forward from page CH/1				
Brought forward from page CH/2				
Brought forward from page CH/3				
Brought forward from page CH/4				
Total for Element No. 01 Substructure Carried to				
Summary page				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	ELEMENT NO. 02 SUPERSTRUCTURE FRAME COLUMNS				
	Reinforced (Provisional)				
A	16mm square twisted reinforcing steel bars including spacers, hoks and tying wire all to position to BS 4461	882	KG		
В	Y 8mm diameter ditto	272	KG		
	Formwork to:-				
C	Softwood sawn timber formwork to columns	144	SM		
D	Vibrated reinforced concrete (1:2:4) / 20-20mm aggregate in columns	11	СМ		
	Main and intermediate beams Reinforcement (All Provisional)				
Е	20mm square twisted reinforcing steel bars inluding spacers, hooks and tying wires to position	342	KG		
F	Ditto to 16mm bar	920	KG		
G	Ditto to 12mm bar	506	KG		
	Ditto to 8mm bar	880	KG		
	Total Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	Main intermediate Beams Concrete works				
A	Class 20/20mm aggregate, mix (1:2:4) Vibrated and reinforced concrete beams	106	СМ		
	Formwork to:-				
В	Softwood cypress sawn celcured timber formwork to sides and soffit of beam	503	SM		
	Walling				
	200mm Thick Walling				
С	200mm thick medium dressed one side natural stone walling reinforced with 20mm hoop iron at every second course laid with (1:4) cement sand mortar	503	SM		
	Ditto but 100mm	108	SM		
	Water proofing				
D	200mm wide bituminous felt damp proof course bedded in (1:3) cement sand mortar	286	LM		
	Suspended Floor Slab Reinforcement (Provisional)				
E	10mm high tensile square reinforcement steel bars, including tying wires and spacer blocks all to position	2,810	KG		
	8mm high tensile square reinforcement steel bars, including tying wires and spacer blocks all to position	824	KG		
	Total Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	Formwork to edges of slab				
A	Softwood sawn formwork to edges of floor slab exceeding 75mm but exceeding 150mm	178	LM		
В	Sawn softwood formwork to soffits of suspended floor slab	560	SM		
	Concrete Works Vibrated reinforced concrete class 20-20mm aggregate (1:2:4) in:-				
С	150mm thick suspended slab	94	CM		
	Total Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	COLLECTION				
	Brought forward from page CH/6				
	Brought forward from page CH/7				
	Brought forward from pageCH/8				
	Total for Element No. 02 Superstructure Frame Carried				
	to Summary				

TEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	ELEMENT NO. 03 DOORS				
A	2000mm x 2400 high door complete with 50 x 2400 fixed angle frame with 'UNION" 1- lever steel door lock, 3 x 200mm lockable tower bolts.	5	NO		
Е	Flush Doors  45mm thick solidcore mahogany veneered both sides flush door overall size 900 x 2400mm high	9	No		
	The following in wrot mahogany or other equal and approved hardwood				
F	Frames 150 x 50 mm hardwood with one labour plugged and screwed to the wall	94	LM		
G	40 x 20 mm moulded Architrave plugged and screwed to the wall	84	LM		
Н	20mm diameter Quadrant	84	LM		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	Iron Mongery Supply and fix the following iron - mongery as "Union" or any other equal and approved manufacturer with matching screws and all the other accessories				
A	100mm long brass butt hinges	42	PRS		
В	<ul><li>3 - lever, 75mm rebated mortice lock complete with</li><li>3 - keys and set of chromium plate handles of</li><li>' UNION " or other equal and approved</li></ul>	21	NO		
С	38mm diameter rubber doorstop with rawlbolt fixed to concrete floor or wall	21	NO		
D	100mm brass tower bolts	21	NO		
Е	Door closer as briton	21	NO		
	Painting and Decoration				
F	Prime back of frame exc.100mm but not exc.200mm girth.	94	LM		
G	Prepare and apply one undercoat and two finishing coats of first quality clear varnish to doors	54	SM		
Н	Frame Ditto but girth 100-200mm	94	LM		
I	250 x 25 thick mild steel fixing cramps one end split and fanged and build into natural stone walling and other end drilled and screwed to frame	84	NO		
J	6mm thick clear glass fixed to metal frame (M.S) with putty in panes exceeding 0.50m2 but not exceeding 1.0m2.	4	SM		
	Total carried to collection				

ITEM	DESCRIPTION	UNIT	RATE	TOTAL
	COLLECTION			
	Brought forward from page CH/10			
	Brought forward from page CH/11			
	Total for Element No.03 Doors			
	Carried to Summary			

ITEM	DESCRIPTION		UNIT	RATE	TOTAL
	ELEMENT NO. 04				
	<u>Windows</u>				
	Galvanized steel casement windows (supply and fix				
	the following windows casement frames				
	complete with hinges .stars. fasteners. permanent				
	vent with mosquito gauze and sheet good assembled and				
	fixed to opening including cutting and pinning lugs to				
	concrete or blockwork surround and bedding frame in				
	cement and sand mortar (1:3) glazing and grill(m.s) to:-				
A	3000 x 1500mm frame all welded joints ground smooth and				
	finished with red oxide coat with two side hanglights; one				
	fixed bottom light and two fixed light	1	NO		
	2500x1500mm ditto	1	NO		
	2000x1500mm ditto	22	NO		
	1500x1200mm dito	1	NO		
	600x600mm ditto	2	NO		
	1000x1200mm ditto	1	NO		
В					
	Burglar proofing				
	Supply and fix openings galvanized mild steel grill				
	framed				
	40 x 25 x 3 mm thick R.H.S including pinning lugs to				
	concrete or blockwork and bedding frame in cement sand (1:4) mortar to:-				
	·				
C	3000 x 1500mm with 40x25x3mm burglar proofing in	2	NO		
	varied approved patterns, curves	2	NO		
	2500x1500mm ditto	2	NO		
	2000x1500mm ditto	42	NO		
D	1500x1200mm dito	2	NO		
	1500x600mm ditto	0	NO		
	600x600mm ditto	2	NO		
	1000x1200mm ditto	1	NO		
	Total carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
A	Glazing  6mm thick clear glass fixed to metal frame (M.S) with putty in panes exceeding 0.50m2 but not exceeding 1.0m2.	136	SM		
В	6mm thick obscured glazing fixed to metal frame (m.s) with putty in panes not exceeding 0.50 square metres	10	SM		
С	Window Cill  75mm thick x 250mm wide precast concrete (1:2:4) weathered throated and grooved and bedded on 200mm thick walls including heavy duty weld mesh and building in concrete blockwork	ed, 104	LM		
D	Prepare and apply one undercoat and two finishing coats of first quality gloss oil paint both internal and external surface of windows	288	SM		
Е	The following in chrome plate curtain rails 20mm diameter hollow section chrome plated curtain tracks and including 2 No mahogany end brackets (2 No) 2000mm long	34	NO		
	Carried to Collection				
	Collection				
	Brought forward from page CH/13				
	Brought down from above				
	Total for Element No. 04 Windows Carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	Element No. 05				
	Floor finishes				
A	300X300x8mm thick terrazo floor tile finish fixed with cem	114	SM		
	slurry or any other equal and approved				
	Screed				
В	30mm thick cement sand screed (1:3) mortar trowelled				
	rough and hard to receive tiles	440	SM		
D	20x100mm terrazo skirting	272	LM		
	Ceramic tiles in wet areas				
	<u>Floor tiles</u>				
Е	30mm thick cement sand screed (1:3) mortar trowelled				
	rough to receive floor tiles (m.s)	88	SM		
F	300 x 300mm x 8mm thick coloured ceramic as "SAJ" fixed				
	with approved adhesive	88	SM		
G	100 x 25mm thick ceramic skirting	46	LM		
	Wall finishes				
Н	150 x 150 x 6mm coloured ceramic wall tiles fixed with				
	approved adhesive	70	SM		
I	8mm thick cement sand (1:6) plaster backings to wall to				
	receive tiles	70	SM		
_	plaster  12 mm thick coment lime and (1.1.6) plaster travelled				
J	12mm thick cement lime sand (1:1:6) plaster trowelled				
	smooth to receive paint(m.s), internal walls	736	SM		
K	Ditto but render ( keying in) external walls	220	SM		
L	Ditto to columns and beams	248	SM		
	Wall master (25 kg)		21.1		
M	Prepare and apply 3 coats satin micro first quality wall				
	master to Pm approval to external walls	220	SM		
N	Ditto but render to columns and beams	248	SM		
1.1	Painting and decoration	2-10	SIVI		
О					
	Prepare and apply one undercoat and two finishing coats of				
	first grade silk matt plastic emulsion paint to internal walls	736	SM		
	C 00% 0 1 1 0 1 1	, 00	Sivi		
	Soffits of suspended floor slab				
P	12mm thick places travelled amouth to marine asim/				
	12mm thick plaster trowelled smooth to receive paint(m.s)	554	SM		
Q	Prepare and apply one undercoat and two finishing coats of first grade silk matt plastic emulsion paint		a		
	Thist grade shk matt plastic emuision paint	554	SM		
	Total for Element No. 06 Finishes Carried to Summary				
	1 of the inemaliance of the summary		Ī	Ī	

EM DESCRIPTION	QTY	UNIT	RATE	TOTAL
Summary page for Ground Floor				
Substructure brought forward from page CH/5				
Superstructure Frame brought forward from page CH/ 9				
Doors brought forward from page CH/12				
Windows brought forward from page CH/14				
Finishes brought forward from page CH/ 15				
Total for Ground Floor Works Carried to Main Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	FIRST FLOOR ELEMENT NO. 01 SUPERSTRUCTURE FRAME	-			
	COLUMNS				
	Reinforcements (Provisional)				
A	16mm square twisted reinforceing steel bars including spacers, hoks tying wires all to positions to BS 4461 (24No.) columns	882	KG		
В					
C	Y8mm diameter ditto, stirrups	272	KG		
	Formwork to:-				
D	Softwood sawn timber formwork to rectangular columns  Concrete works	116	SM		
E	Vertical reinforced concrete (1:2:4) class 20/20mm	6	CM		
	Beams				
Е	Reinforcement (All Provisional)				
E	12mm square twisted reinforcing steel bars including spacers, hooks and tying wires to position	1796	KG		
F	8mm stirrups ditto	880	KG		
	Total carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	Main and intermediate beams Concrete works	-			
A	Class 20/20mm aggregate, mix (1:2:4) Vibrated and reinforced concrete beams	130	СМ		
	<u>Formwork</u>				
В	Softwood cypress sawn celcured timber formwork to sides and soffits of ring beam	406	SM		
С	Walling 200mm Thick Walling 200mm thick medium dressed natural stone concrete walling reinforced with 20mm hoop iron at every two second course laid with (1:4) cement sand mortar (External wall)	554	SM		
-					
D	150mm thick internal walls	72	SM		
	Water proofing				
Е	200mm wide bituminous felt damp proof course bedded in (1:3) cement sand mortar	296	LM		
F	150mm thick ditto internal walls	32	LM		
	Total Carried to Collection				

M DESCRIPTION	QTY	UNIT	RATE	TOTAL
COLLECTION				
Brought forward from page CH/17				
Brought forward from page CH/18				
Total for Element No.01 Superstructure /Frame				
Carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	ELEMENT NO. 02				
	DOORS				
A	2000mm x 2400 high door complete with 50 x 2400 fixed				
	angle frame with 'UNION" 1- lever steel door lock, 3 x				
	200mm lockable tower bolts.	4	NO		
	Flush Doors				
D	45mm thick solidcore mahogany veneered both sides flush				
	door overall size 900 x 2100mm	8	NO		
	The following in wrot mahogany or other equal and				
	approved hardwood				
_	<u>Frames</u>				
Е	150 x 50 mm hardwood with one labour plugged and	26	LM		
	screwed to the wall				
F	40 x 20 mm moulded Architrave plugged and screwed	21	LM		
	to the wall				
G	20mm diameter Quadrant	21	LM		
	Glazing				
Н	6mm thick clear glass not exceeding 050m2 glazing				
	including putty	2	SM		
	Total carried to collection				
			I		

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	Iron Mongery  Supply and fix the following iron - mongery as "Union" or any other equal and approved manufacturer with matching screws and all the other accessories				
A	100mm long brass butt hinges	13	PRS		
В	3 - lever, 75mm rebated mortice lock complete with 3 - keys and set of chromium plate handles of 'UNION" or other equal and approved	5	NO		
С	38mm diameter rubber door stop with rawlbolt fixed to concrete floor or wall	13	NO		
D	100mm brass tower bolts	13	NO		
Е	Door closer as briton	13	NO		
	Painting and Decoration				
F	Prime back of frame exc.100mm but not exc.200mm girth.	26	LM		
G	Prepare and apply one undercoat and two finishing coats of first quality clear polryethene varnish to doors intern externally	19 al &	SM		
Н	Frame Ditto but girth 100-200mm	26	LM		
I	250 x 25 thick mild steel fixing cramps one end split and fanged and build into natural stone walling and other end drilled and screwed to frame	30	NO		
	Total carried to collection				

TEM DESCRIPTION	QTY	UNIT	RATE	TOTAL
COLLECTION				
Brought forward from page CH/20				
Brought forward from page CH/21				
Total for Element No.03 Doors				
Carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	ELEMENT NO. 03				
	Windows				
	Galvanized purpose made steel casement windows (suppl	<u>v</u>			
	and fix the following windows using heavy duty steel				
	complete with hinges ,stars, fasteners, permanent				
	vent with mosquito gauze and assembled and fixed to				
	opening including cutting and pinning lugs to concrete				
	or blockwork surround and bedding frame in cement				
	and sand mortar (1:3) glazing and grill (m.s) to:-				
A	3000 x 1500mm frame all welded joints ground smooth and				
	finished with red oxide coat with two side hanglights; one				
	fixed bottom light and two fixed light	1	NO		
	2500x1500mm ditto	1	NO		
	2000x1500mm ditto	21	NO		
	1500x1200mm ditto	1	NO		
	1000x1200mm ditto	0	NO		
В	600x600mm ditto	2	NO		
	Burglar proofing				
	Supply and fix openings galvanized mild steel grill				
	framed				
	40 x 25 x 3 mm thick R.H.S including pinning lugs to				
	concrete or blockwork and bedding frame in cement				
	sand (1:4) mortar to:-				
	SMART VALLY MARKET EVE				
С	3000 x 1500mm with 45x25x3mm burglar proofing in				
	varied approved patterns, curves	1	NO		
	2500x1500mm ditto	1	NO		
	2000x1500mm ditto	21	NO		
	1500x1200mm ditto	1	NO		
	1000x1200mm ditto	0	NO		
	600x600mm ditto	2	NO		
D					
	Total carried to collection				
	1 otal carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	Glazing				
A	6mm thick clear glass fixed to metal frame (M.S) with putty in panes exceeding 0.50m2 but not exceeding 1.0m2.	238	SM		
В	6mm thick obscured glazing fixed to metal frame (m.s) with putty in panes not exceeding 0.50 square metres	3	SM		
	Window Cill				
С	75mm thick x 250mm wide precast concrete(1:2:4) weathered throated and grooved and bedded on 200mm thick walls including all necessary reinforcement and building in	d 106	LM		
	Painting and Decoration				
D	Prepare and apply one undercoat and two finishing coats of first quality gloss oil paint both internal and external surface of windows	488	SM		
E	The following in chrome plated curtain rails 20mm diameter hollow section chrome, plated curtain tracks and including 2 No. mahogany end brackets (2 No) 2000mm long	38	NO		
	Carried to collection				
	<u>Collection</u>				
	Brought forward from page CH/23 Brought down from above				
	Total for Element No. 04 Windows Carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	Element No. 04				
	Floor finishes				
A	8mm thick terrazo floor tile finish fixed with cement	114	SM		
	slurry or any other equal and approve.				
D	Screed 1 (1.2)				
В	30mm thick cement sand screed (1:3) mortar trowelled	440	CM		
	rough and hard to tiles	440	SM		
D	20x100mm terrazo skirting	214	LM		
	Ceramic tiles in wet areas				
	Floor tiles				
Е	30mm thick cement sand screed (1:3) mortar trowelled	0.5	a		
_	rough to receive floor tiles (m.s)	88	SM		
F	300 x 300mm x 8mm thick coloured ceramic as "SAJ" fixed	00	CM		
G	with approved adhesive 100 x 25mm thick ceramic skirting	88 46	SM LM		
U	Wall finishes	40	LIVI		
Н	150 x 150 x 6mm coloured ceramic wall tiles fixed with				
	approved adhesive	70	SM		
I	receive tiles	70	SM		
	plaster				
J	12mm thick cement lime sand (1:1:6) plaster trowelled	780	SM		
K	Ditto but render to external walls	220	SM		
L	Ditto render to columns and beams	246	SM		
	Wall master (25 kg)				
M	Prepare and apply 3 coats satin micro first quality wall				
	master to Pm approval to external walls	220	SM		
N	Ditto but to columns and beams	246	SM		
	Painting and decoration				
O	Prepare and apply one undercoat and two finishing coats of				
J	first grade silk matt plastic emulsion paint to internal walls	780	SM		
	Floor finishes carried to collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	Finishes ctnd Ceiling Board				
A	12mm thick chipboard ceiling panel 'V' jointed edges at 600c/c both ways (ms)	554	SM		
В	125 x 25mm cypress softwood cornice moulded and plugged to wall	792	LM		
C	600x600mm access trap door with 50x50mm timber to edge:	s 20	NO		
D	Painting and Decorating Prepare and apply one undercoat and two finishing coats of first grade plastic emulsion paint to ceiling surface	554	SM		
Е	Ditto but cornice  Fabricate and fix the following unwrot cypress timber	792	LM		
F	75 x 50mm brandering	484	LM		
G	50 x 50mm brandering	1452	LM		
	Total Carried to Collection				
	COLLECTION				
	Brought forward from page CH/25				
	Brought down from above				
	Total for Element No. 04 Finishes Carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	Summary page for First Floor				
	Superstructure Frame brought forward from page CH/ 19				
	Doors brought forward from page CH/22				
	Windows brought forward from page CH/24				
	Finishes brought forward from page CH/ 26				
	Total for First Floor Works Carried to Main Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	ELEMENT NO.5 ROOFING AND RAIN WATER GOODS				
	All work in this section shall be executed in accordance to M.O.P.W structural steel specifications 1973, and ammendment thereafter, rates to include all materials, labour, welding, cutting, shaping, drilling, connection and all other items necessary for satisfactory incorporation into the works. The following in 21No. steel roof trusses spanning 7500mm internally height 1750mm hoisted to and fixed at 6000mm high above general ground level				
A	hollow section (RHS) steel rafter	346	LM		
В	Ditto steel tie beam	316	LM		
C D	Fabricated and assemble in 50x50x3mm square hollow section (SHS) steel strut or tie  Fabricated and assemble in 50x50x3mm square steel angle bracing	332 100	LM		
	Total Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
С					
D	12mm diameter mild steel sagrod	168	LM		
E	Supply and fix onto bolts (MS) 6mm thick steel plate overall size 300x200 mm including of 4 no holes to fit 10mm diameter bolt	168	NO		
F	16mm diameter mild steel "U" bolt girth 800mm long with its upper end threaded to receive bolt and its lower end embedded into concrete ring beam including bolts and washers	128	NO		
G	4mm thick steel zed purlin overall girth 225mm fixed onto steel rafters	400	LM		
Н	Allow for welding steel brackets to receive timber branderings for fixing celotex ceiling board to cover a ceiling area of 1123 SM		ITEM		
I	Prepainted I.T.4 galvanized box profile corrugated iron sheet roof cover as "galsheet" or equivalent manufacturer fixed into steel zed purlin (MS) at 12000mm height above general ground level	980	SM		
J	Ridge cap to match roof cover	80	LM		
	Wrot cypress				
K	225x25mm facia board	184	LM		
	Total carried to collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
A	Painting and Decorating Prepare and apply one undercoat and two finishing coats of first grade gloss oil paint to fascia board.	184	LM		
	Rainwater Goods  Fabricate and assemble in gauge 18 prepainted steel sheet	t			
В	250 x 225mm box gutter	150	LM		
С	125 x 125mm down pipe clipped onto concrete wall with and including holder bats at 900mm centres	48	LM		
D	Extra over box gutter for making hole size 125 x 125mm	8	NO		
Е	Extra over box gutter for stripped end	296	NO		
G	Extra over down pipe for shoe  Prepare and apply one approved, primer, one undercoat and two coats of 'CROWN SOLO' or other equal and approved	8	NO		
	<u>super</u>				
Н	gloss paint to:- General surfaces of gutters, over 300mm girth external	90	SM		
I	Small pipes,externally	24	SM		
	Tongue and grooved timber				
J	25x100mm tongue & grooved boarding secret nailed to sawn cypress bearers or brandering at 600mm centres eaves  Prepare and apply one approved primer one undercoat and two	144	SM		
K	coats of 'CROWN SOLO' or other equal and approved polyurethane varnish to:- Surfaces of eaves, over 300mm girth external	144	SM		
	Total Carried to Collection				
	COLLECTION Brought forward from page CH/36				
	Brought forward from page CH/37				
	Brought down from above				
	Total for Element No.06 Roof construction Carried to Su	mmary			

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	ELEMENT NO.06 STAIRS  Vibrated reinforced concrete class (1:1:4) 20mm aggregate as described in:-				
A	Stairs	12	CM		
В	200mm thick stair landing	8	SM		
C	Stair beam	2	CM		
	Sawn formwork as described to:-				
D	Stoping soffits of stairs	14	SM		
E	Horizontal soffit of stair landing	8	SM		
F	Sides of stair beam	4	SM		
G	Edge of sloping stair girth 300mm	20	LM		
Н	Edge of stair landing girth 75mm -150mm	6	LM		
Ι	Edge of riser 75mm -150mm  Reinforcement (All Provisional)	64	LM		
	The following in high tensile reinforcement square twisted bar to B.S 4461 as described including cutting to lengths, bending, twisting and fixing, including all necessary tying and spacer blocks.				
J	12 diameter bar	530	KG		
K	10mm diameter bar	670	KG		
	Stair finishes 20mm thick cement sand (1:3) screed to:-				
L	Stair	36	SM		
M	Landing	20	SM		
N	Sides of stair width 300mm	10	LM		
	Total Carried to Collection		<u> </u>		
	Total Carried to Conection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	8.0mm thickgranito to:-				
A	Stair tread 300mm wide	65	LM		
В	Stair riser 150mm high	8	LM		
С	Landing	8	SM		
D	Sides of stair overall width 300mm	10	LM		
	Cement lime (1:1:6) sand plaster as described to:-				
Е	12mm thick in two coats to sloping soffites of stairs	14	SM		
F	12mm thick in two coats of horizontal soffites of landing	8	SM		
G	Prepare and apply one undercoat and two finishing coats of vinyl matt emulsion paint on plastered surface	22	SM		
	Ballustrating				
Н	75mm x 25mm x 3mm rectangular hollow section (RHS) steel botton rails welded and fixed in position	20	LM		
I	75mm x 25mm x 3mm ditto middle rail ditto	80	LM		
J	25mm x 25mm x3mm rectangular hollow section (RHS) baluster 1200mm long twice counter sunk, one end fanged and built into concrete bed (m.s)	176	NO		
	<u>Sundries</u>				
K	Weld baluster to metal rail	176	NO		
L	Extra over baluster for fanged end	176	NO		
M	Make hole in reinforced concrete for funged end and make good in cement sand mortar	176	NO		
	Total Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
A	Supply and weld on steel hand rail 4.00mm steel flat width 100mm	200	LM		
В	Supply and fix onto steel top rail 1125mm wrot mahogany or other equal and approved HARDWOOD handdrail with three labour	200	LM		
	Prepare and apply three coats of prime grade gloss paint	<u>to:</u>			
С	Metal surface girth 100 -200mm (top rail, middle rail and bottom rail)	176	LM		
D	Metal surface girth not exceeding 100mm	200	LM		
Е	Prepare and apply three coats of clear varnish on general surface of wood girth 200 - 300mm	156	LM		
	Total Carried to Collection				
	COLLECTION				
	Brought forward from page CH/31				
	Brought forward from page CH/32				
	Brought down from above				
	Total for Element No. 07 Stairs Carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	ELEMENT NO.07				
A	Balustrading to first floor balcony 75mm x 25mm x3mm rectangular hollow section RHS steel top and bottom rails welded and fixed in position	56	LM		
В	75 x 25 x 3mm ditto middle rail	28	LM		
С	25x 25x3mm rectangular hollow section RHS baluster 1200mm long twice counter sunk, one end fanged and built into concrete bed (m.s)	20	NO		
D	Sundries Weld baluster to metal rail	160	NO		
Е	Extra over baluster for fanged end	18	NO		
F	Make hole in reinforced concrete for fanged end and make good in cement sand mortar (1:3) mortar	20	NO		
G	Supply and weld on steel hand rail 4.00mm steel flat width 100mm	30	LM		
Н	Supply and fix onto steel top rail 125 x 50mm wrot mahogany or other equal and approved HARWOOD handrail with three labour	30	LM		
	Prepare and apply three coats of prime grade gloss paint				
	<u>to:-</u>				
I	Metal surface girth100 - 200mm (top rail, middle rail & bottom rail)	52	LM		
J	Metal surface girth not exceeding 100mm	1,000	LM		
K	Prepare and apply three coats of clear varnish on general surface of wood girth 200 - 300mm	30	LM		
	Total Element No.08 balustrating Carried to summary page				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	MAIN SUMMARY				
1	GROUND FLOOR WORKS FROM PAGE CH/16				
2	FIRST FLOOR WORKS FROM PAGE CH/27				
4	ROOF WORKS FROM PAGE CH/30				
5	STAIRS CH/33				
6	BALUSTRADE CH/34				
	TOTAL FOR BUILDER'S WORKS CARRIED TO				
	GRAND SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	PRIME COST AND PROVISIONAL SUMS				
A	Allow prime cost Sum of Kenya Shillings One million, (Kshs. 1,000,000.00) only for Electrical Installation and upgrading of main switch to be executed by a nominated Sub-Contractor		Sum		1,000,000.00
В	Allow for profit for sub Contractor on item "A" above	3	%		30,000.00
D	Allow for a prime cost sum of Kenya shillings Two million (Kshs. 2,400,000.00) only for internal drainage, internal				
	water distribution Sanitary fittings; water reticulation, external drainage and fire fighting Equipments		Sum		2,000,000.00
Е	Allow for profit for sub Contractor on item "D" above	3	%		72,000.00
G	Allow a provisional sum of Kenya shillings one million (Ksh. 1,000,000.00) only for project management team to be spent at the discretion of the pm.		Sum		1,000,000.00
	TOTAL FOR PRIME COST AND PROVISIONAL SUMS CARRIED TO GRAND SUMMARY				4,000,000.00
	JOING CARRIED TO GRAID BUILDING				4,000,000.00

GRAND SUMMARY							
ITEM	DESCRIPTION		OFFICIAL USE		TENDERER'S AMOUNT		
		PAGE	KSH.	CT.	KSHS.	СТ	
1	PRELIMINARIES FROM PAGE	PR/01					
2	BUILDER'S WORKS FROM PAGE	CH/35					
3	CIVIL WORKS FROM PAGE	CW/3					
4	SEPTIC TANK FROM PAGE	SP/6					
5	P C & PROVISIONAL SUMS FROM PAGE	PC/1	4,000,000.00				
	TOTAL TENDER INCLUSIVE OF ALL						
	GOVERNMENT TAXES CARRIED TO FORM OF TENDER		4,000,000.00				

Amount of tender in words: Kenya Shillings								
Tendere'rs name	••							
Tenderer's Signature and Stamp								
Address								
Witness Name and Signature	. <b></b>							
Address:								

