



**REPUBLIC OF KENYA**  
**NATIONAL GOVERNMENT**  
**CONSTITUENCY DEVELOPMENT FUND**  
**BILLS OF QUANTITIES**

**FOR**

**PROPOSED CONSTRUCTION OF 4 CLASSROOM IN  
NOONKOPIR PRIMARY SCHOOL**

***TENDER NO. CWO/KJDE/CLSRM/04/2019/2020***

**ISSUED BY: PUBLIC WORKS OFFICER KAJIADO COUTY  
THROUGH CLERK OF WORKS  
NG CDF KAJIADO EAST CONSTITUENCY  
P.O. BOX 804**

**KITENGELA**

**PREPARED BY:  
COUNTY WORKS OFFICER  
KAJIADO COUNTY  
P.O. BOX 64 - 01100**

**KAJIADO**

***On behalf of Noonkopir Primary School project management committee***

**JULY 2020**

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**REPUBLIC OF KENYA**

**CONSTITUENCY DEVELOPMENT FUND**

**BILLS OF QUANTITIES**

Supplied as part of the Contract for the **Proposed Construction of a Classroom in Kajiado East Constituency.**

Issued by:-

**CLERK OF WORKS,  
CDF KAJIADO EAST CONSTITUENCY,  
P.O. BOX 804,  
KITENGELA.**

The contract for the above mentioned works entered into the.....day of.....20...., by the undersigned parties refer to these Bills of Quantities consisting of pages numbered on page 2 and the General Specification for Building Works 1976 Edition consisting of 332 pages numbered A to index ll4, (together with any amendments thereto issued since date of publication) both of which shall be read and construed as part of the said contract.

**Signed** \_\_\_\_\_

**Date** \_\_\_\_\_

**AUTHORIZED OFFICER**

**Counter-signed** \_\_\_\_\_

\_\_\_\_\_

**FUND ACCOUNT MANAGER**

**CONTRACTOR**

**Date** \_\_\_\_\_ **Date** \_\_\_\_\_

**SPECIAL NOTES**

The contractor is required to check the number of pages of these Bills of Quantities and should he find any missing or in duplicate, or figures indistinct, he must inform the Clerk of Works, Constituency development fund , Kajiado East constituency, Kitengela office at once and have the same rectified.

Further, should the contractor be in doubt about the precise meaning of any item or figure for reason any whatsoever, he must inform the Clerk of works, CDF Kajiado East Constituency, in order that the correct meaning may be decided before the date of submission of tenders.

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

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## FORM OF TENDER

To: \_\_\_\_\_ [*Name of Employer*]

\_\_\_\_\_ [*Date*]

\_\_\_\_\_ [*Name of Contract*]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to Construct, install and complete such Works and remedy any defects therein for the Sum of Kshs. \_\_\_\_\_ [*Amount in figures*]

Kenya Shillings \_\_\_\_\_

\_\_\_\_\_ [*Amount in words*]

2. We undertake, if our tender is accepted, to commence the works as soon as is reasonable possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the works comprised in the contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until \_\_\_\_\_ [*Insert date*], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

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

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

Duly authorized to sign tenders for and on behalf of:

\_\_\_\_\_ [*Name of contractor*]

\_\_\_\_\_ [*Address of Contractor*]

Witness: Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**FORM OF AGREEMENT**

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

WHEREAS THE Employer is desirous, that the other contractor executes

\_\_\_\_\_  
(Name and identification number) (hereinafter called "the Works") located  
at \_\_\_\_\_ [*Place/location of the works*] and the employer has  
accepted the tender submitted by the contractor for the execution and completion of such works  
and the remedying of any defects therein for the contract price of Kshs \_\_\_\_\_ [*Amount  
in figures*] Kenya Shillings \_\_\_\_\_ [*Amount in  
words*].

NOW THIS AGREEMENT WITNESSETH as follows:

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

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4. The employer hereby covenants to pay the contractor in consideration of the execution and completion of the works and the remedying of defects therein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

The common seal of \_\_\_\_\_

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

Signed sealed, and delivered by the said \_\_\_\_\_

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

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

In the presence of [i]  
Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

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

Address \_\_\_\_\_

Signature \_\_\_\_\_

**FORM OF TENDER SECURITY**

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

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

THE CONDITIONS of this obligation are:

- 1. If after tender opening the tenderer withdraws his/her tender during the period of Tender Validity Specified in the instructions to tenderers  
Or
- 2. If the tenderer, having been notified of the acceptance of his/her tender by the Employer during the Period of Tender Validity:
  - (a) Fails or refuses to execute the form of Agreement in accordance with the instructions to tenderers, if required; or
  - (b) Fails or refuses to furnish the Performance Security, in accordance with the instructions to tenderers;

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

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

\_\_\_\_\_  
[Date]

\_\_\_\_\_  
[Signature of the Bank]

\_\_\_\_\_  
[Witness]

\_\_\_\_\_  
[Seal]

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**PERFORMANCE BANK GUARANTEE**

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

Dear Sir,

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

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

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. \_\_\_\_\_ (amount of Guarantee in Figures) Kenya Shillings \_\_\_\_\_ (amount of guarantee in words), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings \_\_\_\_\_

(amount of Guarantee in words) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

We further agree that no change addition or other modification of the terms of the contract or of the works to be performed there under or of any of the contract documents which may be made between you and the contractor shall in any way release us from any liability under this guarantee and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the certificate of completion.

Signature and Seal \_\_\_\_\_

Name of the Bank or financial institution \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Witness: Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Date: \_\_\_\_\_



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**SECTION 'A'**  
**INSTRUCTIONS TO TENDERERS**

**INSTRUCTIONS TO TENDERERS.**

**1. General**

- 1.1 The Employer as defined in the appendix to conditions of contract invites tenders for works contract as described in the tender documents. The successful tenderer will be expected to complete the works by the intended completion date specified in the tender documents.
- 1.2 All tenderers shall provide the qualification information, a statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or has not been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design specifications, and other documents for the project or being proposed as project manager for the contract. A firm that has been engaged by the employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender.
- 1.3 All tenders shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 1.4 In the event that pre-qualification of potential tenderers has been undertaken, only tenders from pre-qualified tenderers will be considered for award of contract. These qualified tenderers should submit with their tenders any information updating their original pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission
- 1.5 Where no pre-qualification of potential tenderers has been done, all tenderers shall include the following information and documents with their tenders, unless otherwise stated:
  - (a) Copies of original documents defining the constitution or legal statutes, 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 contraction equipment proposed to carry out the Contract and an undertaking that they will be available for the contract.

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- (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 tender's bankers;
- (i) Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and
- (j) Proposals for subcontracting components of the works amounting to more than 10 percent of the contract price

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

- (a) the tender shall include all the information listed in clause 1.5 above for each joint venture partner;
- (b) the tender shall be signed so as to be legally binding on all partners:
- (c) all partners shall be jointly and severally liable for the execution of the contract in accordance with the contract terms:
- (d) one of the partners will be nominated as being in charge, authorised to incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and
- (e) the execution of the entire contract, including payment, shall be done exclusively with the partner in charge.

1.7 To qualify for award of the contract tenderers shall meet the following minimum qualifying criteria:

- (a) Annual volume of construction work of at least 2.5 times the estimated annual cash flow for the Contract:
- (b) Experience as main contractor in the construction of at least two works of a nature and complexity equivalent to the Works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete):
- (c) Proposals for the timely acquisition (own, lease, hire, etc., etc.) of the essential equipment listed as required for the Works:

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

## **2. Tender Document**

- 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) Appendix to Instructions to Tenderers
  - (c) Form of Tender and Qualification Information
  - (d) Conditions of Contract
  - (e) Appendix to Conditions of Contract
  - (f) Specifications
  - (g) Bills of Quantities
  - (h) Standard Forms

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- 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 very respect will be at the tenderer's risk and may result in rejection of his tender.
- 2.3 A prospective tenderer requiring any clarification of the tendering documents may notify the employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The employer will 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.
- 2.4 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the employer shall extend, as necessary, the deadline for submission of tenders, in accordance with Clause 4.2 herebelow.

### **3. Preparation of Tenders.**

- 3.1 All documents relating to the tender and any correspondence shall be in English Language. That is to say all the following documents
- a) Instructions to Tenderers,
  - b) Appendix to Instruction Tenderers
  - c) Form of Tender,
  - d) Conditions of Contract,
  - e) Appendix to Conditions of Contract
  - f) Specifications
  - g) Tender Security:
  - h) Priced Bill of Quantities:
  - i) Qualification Information Form and Documents:
  - j) Alternative offers where invited: and

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- k) Any other materials required be completing and submitting 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 provision 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 90 days from the date of submission. However, in exceptional circumstances, the employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderes' responses shall be made in writing. A tenderer may refuse the request without forfeiting the tender security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of tender security for the period of the extension, and in compliance with Clause 3.7-3.11 in all respects
- 3.7 The tenderer shall furnish, as part of the tender, a tender security for the amount specified in the invitation to tender. This shall be in the form of a bank draft or a bank guarantee from an established and reputable bank approved by the employer. Similarly, each tenderer must submit the name of a surety who shall be an established Bank or Reputable financial institution approved by the employer who will be willing to be bound to the Government of Kenya in the sum equal to Five **(5%)** of the contract sum for the due performance of the contract and must submit together with his tender, the form of surety undertaking attached there to duly filled in, and signed by the proposed Surety agreeing to sign a Bond to that effect when and if called upon to do so. (This does not apply for contracts whose value is below Kshs. 100,000/=)
- 3.8 The format of the Tender Security should be in accordance with the Form of Tender Security included in Section G - Standard Forms or any other form acceptable to the employer. Tender security shall be valid for 30 days beyond the validity of the tender.
- 3.9 Any tender not accompanied by an acceptable tender security shall be rejected. The Tender Security of a joint venture must define as "Tenderer" all joint venture partners and list them in the following manner: a joint venture consisting of ..... " and" ....."

- 3.10 The tender securities of unsuccessful tenderers will be returned within 28 days of the end of tender validity period specified in Clause 3.6.
- 3.11 The tender security of the successful tenderer will be discharged when the tenderer has and signed the Contract Agreement 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, tendering 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 tender shall provide all information necessary for a complete evaluation of the alternative, including design calculations, technical specifications breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any of the lowest evaluated tender conforming to the basic technical requirements shall be considered.
- 3.14 The tenderer shall prepare the tender documents as described in Clause 3.2 of these Instructions to tenderers, bound with the volume containing the Form of Tender.
- 3.15 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the tenderer, pursuant to Clause 1.5 (a) or 1.6 (b), as the case may be. The person or persons signing the tender shall initial all pages of the tender where alterations or additions have been made.

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

- 4.1 The tenderer shall tightly seal the envelope containing the tender document. The envelope shall:

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- (a) be addressed to the employer at the address provided in the invitation to tender:
- (b) bear the name and identification number of the contract as defined in the invitation to tender; and
- (c) provide a warning not to open before the specified time and date for tender opening.

4.2 Tender 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 tender by issuing an amendment in accordance with Sub-Clause 2.5 in which case all rights and obligations of the employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.

4.3 Any tender received after the deadline prescribed in clause 4.2 will be returned to the tenderer un-opened.

4.4 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 4.2. each tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 3.13 and 4.1, with the outer and inner envelopes additionally marked "MODIFICATION" and "WITHDRAWAL" as appropriate. No tender may be modified after the deadline for submission of tenders.

4.5 Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended pursuant to Clause 3.6 may result in the forfeiture of the tender security pursuant to Clause 3.11

4.6 Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with Clause 4.4 or be included in the original tender submission.

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

5.1 The tenders will be opened by the employer, including modifications made pursuant to Clause 4.4, in the presence of the tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender. Envelopes marked "WITHDRAWAL" shall be opened and read out first. Tenderers' and Employer's representatives who are present during the opening shall sign a register evidencing their attendance.

5.2 The tenderers' names, the tender prices, the total amount of each tender and of any alternative tender (if alternatives have been requested or permitted), any discounts, tender modifications and withdrawals, the presence or absence of tender security, and such other details as may be considered



The proposed construction of 4 standard classrooms in Noonkopir primary school appropriate, will be announced by the employer at the opening. The employer will prepare minutes of the tender opening, including the information disclosed to those present.

- 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 tenderes or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 To assist in the examination, evaluation, and comparison of tenders, the employer at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance, with Clause 5.7
- 5.5 Prior to the detailed evaluation of tenders, the employer will determine whether each tender
- (a) meets the eligibility criteria defined in Clause 1.7
  - (b) has been properly signed
  - (c) is accompanied by the required securities: and
  - (d) is substantially responsive to the requirements of the tendering documents.

A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality, or performance of the works: which limits in any substantial way, inconsistent with the tendering documents, the employer's rights or the tenderer's obligations under the contract: or whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

- 5.6 If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by connection or withdrawal of the non-conforming deviation or reservation.
- 5.7 Tenders determined to be substantially responsive will be checked for any arithmetic 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

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- (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
  - (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of tender shall prevail.
  - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected builder's work (i.e. corrected Tender Sum less P.C and Provisional Sums).
  - (e) The Error Correction Factor shall be applied to all builder's works (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 sum as 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

The proposed construction of 4 standard classrooms in Noonkopir primary school otherwise result in unsolicited benefits for the employer will not be taken into account in tender evaluation.

- 5.11 The tenderer shall not influence the employer on any matter relating to his tender from the time of the tender opening to the time the contract is awarded. Any effort by the tenderer to influence the employer or his employees in his decision on tender evaluation, tender comparison, or contract award may result in the rejection of the tender.
- 5.12 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the contract price excluding provisional sums to a non-indigenous sub-contractor.

## **6. Award of Contract**

- 6.1 Subject to Clause 6.2. the award of the contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such tender has been determined to be eligible in accordance with the provision of Clauses 1.2 and (b) qualified in accordance with the provisions of clause 1.7 and 1.8
- 6.2 Notwithstanding clause 6.1 above, the employer reserves the right to accept or reject any tender, and to cancel the tendering process and reject all at any time prior to the award of contract, without thereby incurring any liability to the affected tenderers or any obligation to inform the affected tenderers of the grounds for the action.
- 6.3 The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all contract documents called the "Letter of Acceptance") will state the sum (hereinafter and in all contract documents called the "Contract Price") that the employer will pay the contractor in consideration of the execution, completion, and maintenance of the works by the contractor as prescribed by the contract.
- The notification of award will constitute the formation of the contract, subject to the tenderer furnishing performance security in accordance with Clause 6.6 and signing the agreement in accordance with Clause 6.4.
- 6.4 The agreement will incorporate all agreements between the relevant parties and sent to the successful tenderer, within 30 days following the notification of award, within 21 days of receipt the successful tenderer will sign the agreement and return it to the employer.

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- 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 Form of a Bank Guarantee, and shall be issued at the tenderer's option, by a reputable bank located in Kenya and acceptable to the employer.
- 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.

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**SECTION 'B'**

**APPENDIX TO INSTRUCTIONS TO TENDERERS**

## AMENDMENTS TO STANDARD INSTRUCTIONS TO TENDERERS

1. Instruction number 1.3 in the Standard Instruction to Tenderers **shall not** apply to this tender.
2. For purposes of instruction number 1.5 (a) in the standard instruction to tenderers, tenderers shall be required to have been registered with the Ministry of Public Works in the work category indicated in the advertisement inviting contractors to tender for these works.
3. Instruction number 1.5 (j) in the Standard Instruction to Tenderers **shall not** apply to this tender.
4. For purposes of instruction number 1.7 (a) in the Standard Instruction to Tenderers, tenderers shall be required to have achieved a minimum of annual volume of construction work of at least the estimated annual cash flow for this contract. Further under instruction No. 1.7, 5.5 and rule 13 of Procurement Act 2005, the tenderers shall be expected to have met the following qualification criteria on which they shall be evaluated:-

- (a) **Bid Bond** – The tenderer must submit a bid bond/ security of **Kshs. Sixty Thousand Only( 60,000.00)** from an approved bank operating under the Banking Act.

Qualification Information: The tenderers shall provide mandatory qualification information as detailed in the tender document, including the following:-

- (b) (i) **Tender Questionnaires** – The form must be duly filled and signed by authorised signatory from the firm.
- (ii) **Past Performance Data** – The tenderer must attach copies of records of past jobs undertaken by the firms as well as those currently on-going, indicating who were/are the supervising consultants as well as the clients and their contacts.
- (iii) **Key Staff** – The tenderer must submit a copy of the list of key Management and technical staff to handle the project, their bio- data as well as their academic, professional and experience in the proposed work.
- (iv) **Plant and Equipment** – The tenderer shall provide a list of relevant plant and equipment suitable for the proposed works. Documentary evidence of ownership or ability to hire must be attached.
- (v) **Audited Financial Statements** – The tenderer must submit certified copies of Audited Financial Accounts of the firm for the last Three (3) years beginning from 2005. The Audited Accounts must be certified, signed and sealed by the auditors, who audited the accounts

Tenderers are reminded that their failure to meet all the above qualification criteria shall render their bids non-responsive.

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5. Under instruction number 3.4 in the Standard Instruction to Tenderers rates and prices quoted by the tenderer **shall not be subject to adjustment during the performance of the contract.** This contract shall be a '**fixed price contract**'.
  6. Under instruction number 3.6 in the Standard Instruction to Tenderers, tenders shall remain valid for a period of **120 days** from the date of submission.
  7. Under instruction number 3.8 in the Standard Instruction to Tenderers, Bid Bond /Tender Security shall remain valid for a period of **150 days** from the date of submission i.e. 30 days beyond the validity of the tenders.
  8. Under instruction number 3.10 in the Standard Instruction to Tenderers, tender securities of unsuccessful tenderers will be returned within **30 days** of the end of tender validity period specified in Clause 3.6.
  9. The bidder should submit only one (1 No) ORIGINAL COPY of the bills of quantities and not two as indicated in clauses 4.1 of instruction to tenderers.

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**SECTION 'C'**  
**STANDARD FORMS**



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### **STANDARD FORMS**

- (i) Tender Questionnaire
- (ii) Qualification Information
- (iii) Confidential Business Questionnaire
- (iv) Site Visit Certification Form

**TENDER QUESTIONNAIRE**

Please fill in block letters

Full names of tenderer

.....

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

.....

Telephone number (s) of tenderer

.....

Telex address of tenderer

.....

Name of tenderer's representative to be contacted on matters of tender during the tender period

.....

Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex).

.....

.....

Signature of Tenderer

Make copy and Deliver to: \_\_\_\_\_(Name of Employer)

## QUALIFICATION INFORMATION

### 1. Individual Tenderers or Individual Members of Joint Ventures

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

Place of registration: \_\_\_\_\_

Principal place of business \_\_\_\_\_

Power of attorney of signatory of tender \_\_\_\_\_

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

Year	Volume	
	Currency	Value

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

Project Name	Name of client Type And contract person	Type of work performed and year of completion	Contract Amount

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- 1.4 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below. Refer also to Clause 1.7( c ) of the

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

- 1.5 Qualification and experience of key personnel proposed for administration and execution of the contract. Attach biographical data. Refer also to Clause (c) of the instructions to tenderers and Clause 9.1 of the conditions of contract.

Position	Name	Years of Experience (general)	Years of experience in proposed position

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- 1.6 Proposed subcontracts and firms involved. Refer to Clause 7.1 of the Conditions of Contract.

Sections of the Works	Value of Subcontract	Subcontractor (name and address)	Experience in Similar work

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

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

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- 1.9. Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contracted by the employer.

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- 1.10 Statement of compliance with the requirements of Clause 1.2 of the instructions to tenderers. Descriptions, drawings and charts, as necessary, to comply with the requirements of the tendering document.

- 1.11 Proposed Programme (Work method and Schedule) in accordance with requirement of clause 1.3 of the Instruction to Tenderers. Description, drawings and charts as necessary to comply with the requirements of the tendering documents.

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1.12 Litigation History: please attach documentary evidence.

<b>Year</b>	<b>Client/ Employer</b>	<b>Name of Contract</b>	<b>Nature of Business</b>	<b>Concluded/ Ongoing</b>
<b>2020</b>				
<b>2019</b>				
<b>2018</b>				
<b>2017</b>				
<b>2016</b>				

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**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

**Part 1 - General**

Business Name .....

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

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

Postal Address.....Tel .....

Nature of Business .....

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

Maximum value of business which you can handle at any time: Kenya.  
Shillings.....

Name of your bankers .....

Branch.....

**Part 2 (a) - Sole Proprietor**

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

Nationality in full .....Country of Origin .....

Citizenship details .....





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**STATEMENT OF FOREIGN CURRENCY REQUIREMENTS**

(See Clause 23 of the Conditions of Contract)

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

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

Currency in which foreign exchange element is required:

.....  
.....

Date: The.....Day  
of.....20.....

Enter 0% (Zero Percent) if no payment will be made in foreign currency.

Maximum foreign currency requirement shall be \_\_\_\_\_(Percent)  
of the Contract Sum, Less Fluctuations.

\_\_\_\_\_  
Signature of Tenderer)

**DETAILS OF SUB-CONTRACTOR**

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

Failure to comply with this requirement may invalidate the tender.

1 Portion of works to be sublet: .....

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

.....

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

.....  
.....  
.....  
.....  
.....

2 Portion of works to be sublet: .....

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

.....

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

.....  
.....  
.....  
.....  
.....

\_\_\_\_\_  
(Signature of Tenderer)

Date\_\_\_\_\_

**SITE VISIT CERTIFICATION FORM**

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

.....  
(Name of Department)

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

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

have actually visited the site for the Proposed.....

.....  
.....

.....  
(Name of proposed works for which bids are invited)

This .....day of.....month.....2007.....

.....  
**Signature**

.....  
**official stamp**

**Declaration (by Tenderer)**

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

-----  
**Signature**

-----  
**Date**

-----  
**Official stamp**

**SVC/1**

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**SECTION 'D':**

**CONDITIONS OF CONTRACT**

## **CLAUSES IN THE STANDARD CONDITIONS OF CONTRACT**

1. Definition
2. Interpretation
3. Language and Law
4. Project Manager's Decisions
5. Delegation
6. Communications
7. Sub-Contractors
8. Other Contractors
9. Personnel
10. Works
11. Safety and Temporary Works
12. Discoveries
13. Works Programmes<sup>34</sup>
14. Possession of Site
15. Access to Site
16. Instructions
17. Extension or Acceleration of Completion Date
18. Management Meetings
19. Early Warnings
20. Defects
21. Bills of Quantities
22. Variations
23. Payment Certificates, Currency of Payments and Advance Payments
24. Compensation Events
25. Price Adjustments
26. Retention
27. Liquidated Damages
28. Securities
29. Day works
30. Liabilities and Insurance
31. Completion and Taking Over
32. Final Account
33. Termination
34. Payment Upon Termination
35. Release from Performance
36. Corrupt Gifts and Payments of Commission
37. Settlement of Disputes
38. Nominated Sub-Contractors

## CONDITIONS OF CONTRACT

### 1. Definitions

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

**"Bill of Quantities"** means the priced and completed Bill of Quantities forming part of the tender.

**"Compensation Events"** are those defined in Clause 24 hereunder.

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

**The Contract"** means agreement entered into between the Employer and the contractor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein to execute, complete, and maintain the works.

**"The Contractor"** refers to the person or corporate body whose tender to carry out the works has been accepted by the employer.

**"The Contractor's Tender"** is the completed tendering document submitted by the contractor to the employer.

**"The Contract Price"** is the stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the contract.

**"Days"** are calendar days; **"Months"** are calendar months

**"A Defect"** is any part of the Works not completed in accordance with the contract.

**"The Defect Liability Certificate"** is the certificate issued by Project Manager upon correction of defects by the Contractor.

**"The Defect Liability Period"** is the period named in the contract data and calculated from the Completion Date.

**"Drawings"** include calculations and other information provided or approved by the Project Manager for the execution of the contract.

**"Day works"** are works inputs subject to payment on a time basis for labour and the associated materials and plant.

**"Employer"**, or the **"Procuring entity"** as defined in the Public Procurement regulations (i.e. Central or Local Government administration,

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Universities, Public Institutions and Corporations, etc) is the party who employees the contractor to carry out the Works.

**"Equipment"** is the contractor's machinery and vehicles brought temporarily to the site for the execution of the works.

**"The Intended Completion Date"** is the date on which it is intended that the contractor shall complete the works. Only the Project Manager may revise the intended completion date by issuing an extension of time or an acceleration order.

**"Materials"** are all supplies, including consumables, used by the contractor for incorporation in the works.

**"Plant"** is any integral part of the works that shall have a mechanical, electrical, chemical, or biological function.

**"Project Manager"** is the person named in the appendix to conditions of contract (or any other competent person appointed by the employer and notified to the contractor, to act in replacement of the project manager) who is responsible for supervising the execution of the works and administering the Contract and shall be an "Architect" or a Quantity Surveyor" registered under the Architects and Quantity Surveyors Act Cap 525 or an "Engineer" registered under Engineers Registration Act 530.

**"Site"** is the area defined as such in the appendix of contract.

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

**"Specifications"** means the specifications of the works included in the contract and any modification or addition made of approved by the Project Manager.

**"Start Date"** is the latest date when the contractor shall commence execution of the works. It does not necessarily coincide with the site possession date(s).

**"A Subcontractor"** is a person or corporate body who has a contact with the contractor to carry out a part of the works in the contract, which includes works on the site.

**"Temporary works"** are works designed, constructed, installed, and removed by the contractor which are needed for construction or installation of the works.

**"A Variation"** is an instruction given by the Project Manager which varies the Works.

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

**"Employer's Representative"** is the Permanent Secretary of the relevant Government Ministry or Head of Department authorised by the Treasury to expend public funds for the purpose of the Contract.

## 2. Interpretation

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

Immediately after the execution of the contract, the project manager shall furnish both the employer and the contractor with two copies each of all the contract documents. Further, as and when necessary the project manager shall furnish the contractor (always with a copy to the employer) with three (3) copies of such further drawings or details or descriptive schedules as are reasonably necessary either to explain or amplify the contract drawings or to enable the contractor to carry out and complete the works in accordance with these conditions.

## 3.Languages and Law

- 3.1 Language of the contract and the law governing the contract shall be English Language and the laws of Kenya respectively unless otherwise stated.

## 4. Project Manager's Decisions



- The proposed construction of 4 standard classrooms in Noonkopir primary school
- 4.1 Except where otherwise specifically stated, the project manager will decide contractual matters between the employer and the contractor in the role representing the employer.

5. **Delegation**

- 5.1 The project manager may delegate any of his duties and responsibilities to others after notifying the contractor.

6. **Communication**

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

7. **Subcontracting**

- 7.1 The contractor may subcontract with the approval of the project manager, but the contract without the approval of the employer in writing. Subcontracting shall not alter the contractor's obligations.

8. **Other Contractors**

- 8.1 The contractor shall cooperate and share the site with other contractors, public authorities, utilities etc, as listed in the appendix to conditions of contract and also with the employer, as per the directions of the project Manager. The contractor shall also provide facilities and services for them. The employer may modify the said list of other contractors etc., and shall notify the contractor or any such modification.

9. **Personnel**

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

10 **Works**

- 10.1 The Contractor shall construct and install the works in accordance with the specifications and drawings. The works may commence on the start date and shall be carried out in accordance with the program submitted by the contractor, as updated with the approval of the project manager, and complete them by the intended completion date.

## 11 **Safety and Temporary Works**

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

## 12. **Discoveries**

- 12.1 Anything of historical or of other interest of or signification value unexpectedly discovered on site shall be the property of the employer. The contractor shall notify the project manager of such discoveries and carry out the project manager's instructions for dealing with them.

## 13. **Works Programme**

- 13.1 Within the time stated in the appendix to conditions of contract, the contractor shall submit to the project manager for approval a program showing the general methods, arrangements, order, and timing for all the activities in the works. An update of the program shall be a program showing the actual achieved on each activity and the effect of the progress achieved on the timing of the remaining work. Including any changes to the Sequence of the activities.

The contractor shall submit to the project manager for approval an updated program at intervals no longer than the period stated in the appendix to conditions of contract. If the contractor does not submit an updated program within this period, the project manager may withhold the amount stated in the said appendix from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted. The project manager's approval of the program shall not alter the contractor's obligations. The contractor may revise the program and submit it to the project manager again at any time. A revised program shall show the effect of variations and compensation events.

## 14. **Possession of Site**

- 14.1 The employer shall give possession of all parts of the site to the contractor. If possession of a part is not given by the date stated in the appendix to conditions of contract, the employer will be deemed to have delayed the start of the relevant activities, and this will be a compensation event.

**15 Access to Site**

15.1 The contractor shall allow the project manager and any other person Authorised by the project manager, access to the site and to any place where work in connection with the contract is being carried out or is intended to be carried out.

**16 Instructions**

16.1 The contractor shall carry out all instructions of the project manager, which are in accordance with the contract.

**17. Extension or Acceleration of Completion Date**

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

17.2 No bonus for early completion of the parties for actions to be taken shall be decided by the project manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

**18. Management Meetings**

18.1 A contract management meeting shall be held monthly and attended by the project manager and the contractor. Its business shall be to review the plans for the remaining work and to deal the matters raised in accordance with early warning procedures. The project manager shall record the minutes of the management meetings and provide copies of the same to those attending the meeting and the employer. The responsibility of the parties for action shall be decided by the project manager either at the management meeting or after the management meeting and stated in writing to all the who attended the meeting.

**19. Early Warning**

19.1 The contractor shall warn the project manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the works, increase the contract price or delay the execution of the works. The project manager may require the contractor to provide an estimate of the expected effect of the future event or circumstance on the contract price and completion date. The contractor as soon as reasonably possible shall provide the estimate.

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- 19.2 The contractor shall cooperate with the project manager in making and Considering proposals on how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instructions of the project manager.

## 20 Defects

- 20.1 The project manager shall inspect the contractor's work and notify the contractor of any defects shall are found. Such inspection shall not affect the contractor's responsibilities. The project manager may instruct the contractor to search for a defect and to uncover and test any work that the project manager considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the contractor, however, if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the contract price.
- 20.2 The project manager shall give notice to the contractor of any defects before the end of the defects liability period, which begins at completion, and is defined in the appendix to conditions of contract. The defects liability period shall be extended for as long as defects remain to be corrected.
- 20.3 Every time notice of a defect is given, the contractor shall correct the notified defect within the length of time specified by the project's notice. If the contractor has not corrected a defect within the time specified in the project manager's notice, the project manager will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the contract price.

## 21. Bills of Quantities

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

## 22. Variations

- 22.1 All variations shall be included in updated programs produced by the contractor.
- 22.2 The contractor shall provide the project manager with a quotation for carrying out the variations when requested to do so. The project manager shall assess the quotation, which shall be given within seven days of the request of within any

The proposed construction of 4 standard classrooms in Noonkopir primary school longer period as may be stated by the project manager and before the variation is ordered.

- 22.3 If the work in the variation corresponds with an item description in the Bills of quantities and if in the opinion of the project manager, the quantity of work is not above the limit stated in Clause 21-2. or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the bills of quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the bills of quantities, the quotation by the contractor shall be in the form of new rates for the relevant items of work.
- 22.4 If the contractor's quotation is unreasonable, the project manager may order the variation and make a change to the contract price, which shall be based on the project manager's own forecast of the effects of the variation on the contractor's costs.
- 22.5 If the project manager decides that the urgency of carrying the work would prevent a quotation being given and considered without delaying the work. No quotation shall be given and the variation shall be treated as a compensation event.
- 22.6 The contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.
- 22.7 When the program is updated, the contractor shall provide the project manager with an updated cash flow forecast.

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

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

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- 23.4 If an amount certified is increased in a later certificate or as a result of an award by an arbitrator, the contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount have been certified in the absence of dispute
- 23.5 Items of the works for which no rate or price has been entered in will not be paid for by the employer and shall be deemed covered by other rates and prices in the contract.

The contract price shall be stated in Kenya Shillings. All payments to the contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the contract agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the appendix to conditions of contract. If the contractor indicated foreign currencies for payment than the currencies of the countries if original of related goods and services the employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The employer and the project manager shall be notified promptly by the contractor of any changes in the expected foreign currency requirements of the contractor during the execution of the works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the contract price shall then be amended by agreement between employer and the contractor in order to reflect appropriately such changes.

- 23.6 In the event that an advance payment is granted, the following shall apply:-
- (a) On signature of the contract, the contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance of 10 % (ten percent) of the original amount of the contract. The advance shall not be subject to retention money.
  - b) No advance payment may be made before the contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the employer in the amount of the advance Payment. The guarantee shall be in the same currency as the advance.
  - c) Reimbursement of the lump sum advance shall be made by deductions from the interim payments and where applicable from the balance owing to the contractor. Reimbursement shall begin when the amount of the sums due under the contract reaches 20% of the original amount of the contract. It shall have been completed by the time 80% of this amount is reached. The amount to be repaid by way of successive deductions shall be calculated by means of the formula:

$$R = \frac{A(x1-x11)}{80 - 20}$$

Where:

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R = The amount to be reimbursed

A = The amount of the advance which has been granted

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

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

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

## 24. Compensation Events

24.1 The following issues shall constitute Compensation Events:

- (a) The employer does not give access to a part of the site by the site possession date stated in the appendix to conditions of contract.
- (b) The employer modifies the list of other contractors, etc., in a way that affects the works of the contractor under the contract.
- (c) The project manager orders a delay of does not issue drawings, Specification so instructions required for execution of the works on time.
- (d) The project manager instructs the contractor to uncover or to carry out additional test upon the work, which is then found to have no defects.
- (e) The Project Manager unreasonably does not approve a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers (including the site investigation reports), from information available publicly and from a visual inspection of the site.
- (g) The project manager gives an instruction for dealing with an unforeseen condition, caused by the employer or additional work required for safety or other reasons.
- (h) Other contractors, public authorities utilities, or the employer does not work within the dates and other constraints stated in the contract, and they cause delay or extra costs to the contractor
- (i) The effects on the contractor of any of the employer's risks.

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- (j) The project manager unreasonably delays issuing a Certificate of Completion.
  - (k) Other compensation events described in the contract or determined by the project manager shall apply.
- 24.2 If a compensation event would cause additional cost or would prevent the works being completed before the intended completion date, the contract price shall be increased and/or the intended completion date shall be extended. The project manager shall decide whether and by how much the contract price shall be increased and whether and by how much the intended completion date shall be extended.
- 24.3 As soon as the contractor has provided information demonstrating the effect of each compensation event upon the contractor's forecast cost, it shall be assessed by the project manager, and the contract price shall be adjusted accordingly. If the contractor's forecast is deemed unreasonable, the project manager shall adjust the contract price based on the project manager's own forecast. The project manager will assume that the contractor will early competently and promptly to the event.
- 24.4 The contractor shall not be entitled to compensation to the extent that the employer's interests are adversely affected by the contractor not having given early warning or not having co-operated with the project manager
- 24.5 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the appendix to conditions of contract.
- 24.6 The contractor shall give written notice to the project manager of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter.

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

## 25. **Price Adjustment**

- 25.1 The Project Manager shall adjust the contract price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the contract and the date of completion. The adjustment shall be the change in the amount of tax payable by the contractor.
- 25.2 The contract price shall be deemed to be based on exchange rate current at the date of tender submission in calculating the cost to the contractor of materials to be specifically imported (by express provisions in the contract bills of quantities or specifications) for permanent incorporation in the works. Unless otherwise stated in the contract, if at any time during the period of the contract exchange rates shall be varied and this shall affect the cost to the contractor of such materials, then the project manager shall assess the net difference in the cost of such materials. Any



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25.3 Unless otherwise stated in the contract the contract price shall be deemed to have been calculated in the manner set out below and in sub-clauses 25.4 and shall be subject to adjustment in the events specified there under:

- (i) The prices contained in the contract bills of quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the joint Building Council of Kenya (J.B.C) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the contractor in his pricing shall be attached in the appendix to conditions of contract.
- (ii) Upon J.B.C determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the contract price shall be increased or decreased by the amount assessed by the project manager based upon the differences, expressed as a percentage, between the rate set out. In the schedule of basic rates issued 30 days before the date for Submission of tenders and the rate published by the J.B.C and applied to the quantum of labour incorporated within the amount of work remaining to be executed at the date of publication of such increase or decrease.
- (iii) No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of completion except during such other period as may be granted as an extension of time under clause 17.0 of these conditions.

25.4 The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the basic prices of materials to be permanently incorporated in the works as determined by the J.B.C and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the contractor in his pricing shall be attached in the appendix to conditions of contract.

25.5 Upon the J.B.C determining that any of the said basic prices are increased or decreased then the contract price shall be increased or decreased by the amount to be assessed by the project manager based upon the difference between the price set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C and applied to the quantum of the relevant materials which have not been taken into account in arriving at the amount of any interim certificate under clause 23 of these conditions issued before the date of publication of such increase or decrease.

25.6 Not adjustment shall be made in respect of changes in basic prices of materials which occur after the date for completion except during such other period as may be granted as an extension of time under clause 17.0 of the conditions.

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- 25.7 The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of any materials included in the schedule of basic rates.

## 26 **Retention**

- 26.1 The employer shall retain from each payment due to the contractor the Proportion stated in the Appendix to Conditions of Contract until completion of the whole of the works. On completion of the whole of the works, half the total amount retained shall be repaid to the contractor and the remaining half when the defects liability period has passed and the project management has certified that all defects notified to the contractor before the end of this period have been corrected.

## 27 **Liquidated Damages**

- 27.1 The contractor shall pay liquidated damages to the employer at the rate stated in the appendix to conditions of contract for each day that the actual completion date is later than the intended completion date. The employer may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages shall not alter the contractor's liabilities.
- 27.2 If the intended completion date is extended after liquidated damages have been paid, the project manager shall correct any overpayment of liquidated damages by the contractor by adjusting the next payment certificate. The contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rate specified in Clause 23.30

## 28 **Securities**

- 28.1 The performance security shall be provided to the employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a reputable bank acceptable to the employer, and denominated in Kenya Shillings. The performance security shall be valid until a date 30 days beyond the date of issue of the certificate of completion.

## 29 **Day works**

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

### 30 **Liability and Insurance**

30.1 From the start date until the Certificate of Making Defects 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;
- (ii) Negligence, breach of statutory duty or interference with any legal right by the employer or by any person employed by or contracted to him except the contractor.
- (b) The risk of damage to the Works, Plant Materials, and Equipment to the extent that it is due to a fault of the employer or in employer's design, or due to war or radioactive contamination directly affecting the place where the works are being executed.

30.2 From the completion date until the Certificate of Making Defects has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the employer's risk except loss or damage due to:

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

30.3 From the start date until the Certificate of Making Defects has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitations, the works, plant, materials, and equipment) which are not employer's risk are contractor's risks.

The contractor shall provide, in the joint names of the employer and the Contractor, insurance cover from the start date to the end of the defects Liability period, in the amount stated in the appendix to conditions of Contract for the following events:

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

30.4 Policies and certificates for insurance shall be delivered by the contractor to the project manager for the project manager's approval before the start date all such

The proposed construction of 4 standard classrooms in Noonkopir primary school insurance shall provide for compensation required to rectify the loss or damage incurred.

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

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

### 31 **Completion and taking over**

31.1 Upon deciding that the works are complete, the contractor shall issue a written request to the project manager to issue a certificate of completion of the works. The employer shall take over the site and the works within Seven (7) days of the project manager's issuing a certificate of completion.

### 32 **Final Account**

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

### 33 **Termination**

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

(a) the contractor stops works for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the project manager;

(b) the project manager instructs the contractor to delay the progress of the works, and the instruction is not withdrawn within 30 days;

(c) the contractors declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the project manager is not paid by the employer to the contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate) of issue.

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- (e) the project manager gives notice that failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the Project manager.
  - (f) the contractor does not maintain a security, which is required.
- 33.2 When either party to the contract gives notice of a breach of contract to the project manager for a cause other than those listed under Clause 33.1 above the project manager shall decide whether the breach is fundamental or not.
- 33.3 Notwithstanding the above, the employer may terminate the contract for convenience.
- 33.4 If the contract is terminated, the contractor shall stop work immediately, make the site safe and secure, and leave the site as soon as reasonably possible. The project manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the works executed and materials goods, equipment and temporary buildings on site.

#### 34 **Payment Upon Termination**

- 34.1 If the contract is terminated because of a fundamental breach of contract by the contractor, the project manager shall issue a certificate for the value of the works done and materials ordered and delivered to site up to the date of the issue of the certificate. Additional liquidated damages shall not apply. If the total amount due to the employer exceeds any payment due to the contractor, the difference shall be a debt payable by the contractor.
- 34.2 If the contract is terminated for the employer's convenience or because of a fundamental breach of contract by the employer, the project manager shall issue a certificate for the value of the work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the contractor's personnel employed solely on the works, and the contractor's costs of protecting and securing the works.
- 34.3 The employer may employ and pay other persons to carry out and complete the works and to rectify any defects and may enter upon the works and use all materials on the site, plant, equipment and temporary works.
- 34.4 The contractor shall, during the execution or after the completion of the works under this clause remove from the site as and when required, within such reasonable time as the project manager may in writing specify, any temporary buildings, plant, machinery appliances, goods or materials belonging to or hired by him, and in default the employer may (without being responsible for any loss or damage) remove and sell and sell any such property of the contractor, holding the proceeds less all costs incurred to the credit of the contractor.

Until after completion of the works under this clause the employer shall not be bound by any other provision of this contract to make any payment to the contractor, but upon such completion as aforesaid and the verification within a

The proposed construction of 4 standard classrooms in Noonkopir primary school reasonable time of the accounts therefor the project manager shall certify the amount of expenses properly incurred by the employer and, if such amount added to the money paid to the contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this contract the difference shall be a debt payable to the employer by the contractor: and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the employer to the contractor.

### 35 **Release from Performance**

35.1 If the contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the employer or the contractor, the project manager shall certify that the contract has been frustrated. The contractor shall make the site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it.

### 36 **Corrupt gifts and payments of commission**

The contractor shall not:

- (a) Offer or give or agree to give to any person in the service of the employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the employer or for showing or forbearing to show favour or 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 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 for the contractor) shall be an offence under the provision of the Public Procurement Regulations issued under The Exchequer and Audit Act Cap 412 of the Laws of Kenya.

### 37 **Settlement of Disputes**

37.1 In case any dispute or difference shall arise between the employer or the project manager on his behalf and the contractor, either during the progress or after the completion or termination of the works, such dispute shall be notified in writing by either party to the 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 agreed 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

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

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

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

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- 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 **Nominated Sub-Contractors**

- 38.1 The following provisions of this Condition shall apply where Prime Cost Sums are included in the Bills of Quantities or arise as a result of Project Manager's instructions given in regard to the expenditure of provisional sums in respect of persons to be nominated by the Project Manager to supply and fix materials or goods or to execute work.
- (a) Such sums shall be understood to mean the net cost after deducting any trade or other discount and shall be expended in favour of such persons as the Project Manager shall instruct and all specialists or others who are nominated by the Project Manager are hereby declared to be sub-contractors employed by the contractor and are referred to in this conditions as "nominated sub-contractor". Provided that the Project Manager shall not nominate any person as a sub-contractor against whom the Contractor shall make reasonable objection, or (save where the Project Manager and Contractor shall otherwise agree) who will not enter into a sub-contract which provides (inter alia):
- i. That the nominated sub-contractor shall carry out and complete the sub-contract works in every respect to the reasonable satisfaction of the Contractor and the Project Manager and in conformity with all reasonable directions and requirements of the Contractor.
  - ii. That the nominated sub-contractor shall observe, perform and comply with all the provisions of this contract on the part of the contractor to be observed, performed and complied with (other than clause 30 of this conditions, if applicable) so far as they relate and apply to the sub-contract works or to any portion of the same.
  - iii. That the nominated sub-contractor shall indemnify the contractor against the same liabilities in respect of the sub-contract works as those for which the contractor is liable to indemnify the government under this Contract.



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- iv. That the nominated sub-contractor shall indemnify the Contractor against claims in respect of any negligence, omission or default of such sub-contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, and shall insure himself against any such claims and produce the policy or policies and receipts in respect of premiums paid as and when required by either the Project Manager or the Contractor.
- v. That the sub-contract works shall be completed within the period or (where they are to be completed in sections) periods there in specified, that the contractor shall not without the written consent of the Project Manager grant any extension of time for the completion of the sub-contract works or any section thereof, and that the contractor shall inform the Project Manager of any representation made by the nominated sub-contractor as to the cause of any delay in the progress or completion of the sub-contract works or of any section thereof.
- vi. That if the nominated sub-contractor shall fail to complete the sub-contract works or (where the sub-contract works are to be completed in sections) any section thereof within the period therein specified or within any extended time granted by the contractor with the written consent of the Project Manager and the Project Manager certifies in written to the contractor that the same ought reasonably so to have been completed, the nominated sub-contractor shall pay or allow to the contractor either a sum calculated at the rate therein agreed as liquidated and ascertained damages for the period during which the said works or any section thereof, as the case may be, shall so remain or have remained incomplete or (where no such rate is therein agreed) a sum equivalent to any loss or damage suffered or incurred by the contractor and caused by the failure of the nominated sub-contractor as aforesaid.
- vii. That payment in respect of any work, materials or goods comprised in the sub-contract shall be made within 14 days after receipt by the contractor of the Project Manager's certificate under clause 23 of these conditions which states as due an amount calculated by including the total value of such work, materials or goods and shall when due be subject to the retention by the contractor of the sums mentioned in sub-paragraph (viii) of paragraph (a) of this condition.
- viii. That the contractor shall retain from the sum directed by the Project Manager as having been included in the calculation of the amount stated as due in any certificate issued under clause 23 of these conditions in respect of the total value of work, materials or goods executed or supplied by the nominated sub-contractor the percentage of such value named in the appendix to these conditions as percentage of certified value retained up to a total amount the sum which bears the same ratio to the sub-contract price as the unreduced sum named in the appendix to these conditions as limit of retention fund bears to the contract sum; and that the contractor's interest in any sums so retained ( by whomsoever held) shall be fiduciary as trustee for the nominated sub-contractor (but without obligation to invest); and that the nominated sub-contractor's beneficial interest in such sums shall be subject only to the right of the contractor to have recourse

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- ix. That the Project Manager and his representative shall have a right of access to the workshops and other places of the nominated sub-contractor as mentioned in clause 11 of these conditions.
  
- (b) The Project Manager shall direct the Contractor as to the total value of the work, materials or goods executed or supplied by a nominated sub-contractor included in the calculation of the amount stated as due in any certificate issued under clause 23 of these conditions and shall forth with inform the nominated sub-contractor in written of the amount of the said total value. The sum representing such total value shall be paid by the contractor to the nominated sub-contractor within 14 days of receiving from the Project Manager the certificate less only (i) any retention money which the contractor may be entitled to deduct under the terms of the sub-contract and (ii) any sum to which the contractor may be entitled in respect of delay in the completion of the sub-contract works or any section thereof.
  
- (c) Before issuing any certificate under clause 23 of these conditions the Project Manager may request the contractor to furnish to him reasonable proof that all amounts included in the calculation of the amount stated as due in previous certificates in respect of the total value of the work, materials or goods executed or supplied by any nominated sub-contractor have been duly discharged, and if the contractor fails to comply with any such request the Project Manager shall issue a certificate to that effect and thereupon the Government may itself pay such amounts to any nominated sub-contractor concerned and deduct the same from any sums due or to become due to the Contractor.
  
- (d) (i) The Contractor shall grant nominated sub-contractor extension of the period within the sub-contract works or (where the sub-contract works are to be completed in sections) any section thereof is to be completed without the written consent of the Project Manager, provided always that the Contractor shall inform the Project Manager of any representations made by the nominated sub-contractor as to the cause of any delay in the progress or completion of the sub-contract works or of any section thereof, and that the consent of the Project Manager shall not be unreasonably withheld.
  
- (ii) If any nominated sub-contractor fails to complete the sub-contract works or (where the sub-contract works are to be completed in sections) any section thereof within the period specified in the sub-contract or within any extended time granted by the contractor with the written consent of the Project Manager, then if the same ought reasonably so to have been completed the Project Manager shall certify in written accordingly; immediately upon issue the Project Manager shall send a duplicate of any such certificate to the nominated sub-contractor.

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- (e) If the Project Manager desires to secure final payment to any nominated sub-contractor before final payment is due to the Contractor, and if such sub-contractor has satisfactorily indemnified the Contractor against any latent defects, then the Project Manager may in an Interim Certificate include an amount to cover the said final payment, and thereupon the Contractor shall pay to such nominated sub-contractor the amount so certified. Upon such final payment, the amount named in the Appendix to these conditions as Limit of Retention fund shall be reduced by the sum which bears the same ratio to the amount as does such sub-contractor's sub-contract price to the Contract Sum, and save for latent defects the Contractor shall be discharged from all liability for the work materials or goods executed or supplied by such sub-contractor under the sub-contract to which the payment relates.
  - (f) Neither the existence nor the exercise of the foregoing powers nor anything else contained in these conditions shall render the Government in any way liable to any nominated sub-contractor.
  - (g) Where the contractor in the ordinary course of his business directly carries out works for which prime cost sums are included in the Bills of Quantities and where items of such works are set out in the Appendix to these Conditions or he has so informed the Project Manager and the Project Manager is prepared to receive tenders from the Contractor for such items, then the Contractor shall be permitted to tender for the same or any of them but without prejudice to the Government's right to reject the lowest or any tender. If the Contractor's tender is accepted, he shall not sub-let the work without the consent of the Project Manager.
  - (h) Where the terms of a contract between the Contractor and a nominated sub-contractor so require or the Project Manager shall so authorize in writing the Contractor shall make the advance payments to the sub-contractor before delivery of the goods, and the Contractor shall be allowed interest for the period from the date of such advance payment on the value of such goods calculated at the rate of  $\frac{3}{4}$  per cent month until the value of the said goods is included in a certificate in accordance with clause 23.
  - (i) The Contractor shall enter into sub-contracts with the nominated sub-contractors adopting for this purpose the latest edition of the Agreement and schedule of Conditions of Building Sub-contract published by the Kenya Association of Building and Civil Engineering Contractors with the sanction of the East Africa Institute of Architects, but with the following amendments incorporated therein:
    - (i) *Clause 11*- Delete the words "the Agreement and Schedule of Conditions of Building Contract currently published by the East Africa Institute of Architects" and insert the words "clause 22 of the Conditions of Contract contained in the Ministry of Works Contract Agreement 1970 and the amendment Sheet 1974".
    - (ii) *Clause 25* – Add at the end of the first paragraph the words: "The sub-contractor shall be responsible for and pay the cost of any further scaffolding he may require."

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- (j) Any sums due to any nominated sub-contractor may upon the certification of the Project Manager at his absolute discretion be paid direct by the Government to that sub-contractor and not paid through the agency of the contractor.
- (k) The contractor shall allow all nominated sub-contractors every facility for carrying out their work and shall provide not only attendance as defined in the Standard Method of Measurement of Building Works but also special attendance comprising unloading, facilities for storage (as specified under “storage of Materials” hereafter) , hoisting, providing water and power (as specified under “water and Electricity Supply” hereafter) and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of sub-contractor’s work. The Contractor shall further provide templates, dimensions and supervision for the proper carrying out of the sub-contractor’s work and shall be responsible for the accuracy of the same.
- (l) The Contractor shall insert under the various prime cost sums included in the Bills of Quantities such percentage additions as he may require to cover his overheads and profits and such lump sums as he may require to cover the attendances upon the nominated sub-contractors referred to above. Such percentage additions in respect of overheads and profits shall be deducted from the Contract Sum and in lieu thereof the Contractor shall be paid the said percentages of the actual amounts directed to be expended in respect of the relevant prime cost sums. Lump sums for attendance shall be adjusted *pro rata* to the physical extent of the work executed.

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**SECTION 'E'**

**APPENDIX TO CONDITIONS OF CONTRACT**

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**PARTICULAR INSERTIONS TO BE MADE IN THE AGREEMENT AND  
CONDITIONS OF CONTRACT**

*Clause 1.1*                    The Employer is: Noonkopir primary school on behalf of  
*CdfKajiado East represented by clause 1.1*

The Employer's Representative is: *The clerk of works,  
CdfKajiado East Constituency.  
Address: P.O. Box 804, KITENGELA.*

The Project Manager is: *The Clerk of Works  
(CdfKajiado East, Kitengela)  
Address: P.O. Box 804, Kitengela  
Telephone:*

The intended completion date for the whole of the works shall be  
*agreed with the Project Manager.*

The defects liability period is *180 days*.

The works consist of **Proposed Construction of a Classroom in Kajiado East constituency.**

The Contract Period shall be **12 weeks from the date of site possession.**

The start date shall be *agreed with the project manager.*

The following documents shall also form part of the contract: *Appendix these Conditions*

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

The site possession date shall be *agreed with the project manager*

The site is located Noonkopir primary school.

Other contractors, utilities etc to be engaged by the employer on site include those for the execution of:

1. Electrical installations
2. Mechanical Engineering Services

*Clause 30:*    The minimum Insurance cover shall be Contractor's **All Risk Insurance**

*Clause 32:*    Period of Final Measurement Three *months*.

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*Clause 27:* Liquidated and Ascertained Damages shall be **KShs.5,000.00 per week or part thereof**

*Clause 23:* Period of Interim Certificates **Monthly**

*Clause 23:* Period of Honoring Certificates **45 days if no complain or query**

*Clause 23:* Percentage of Certified value retained **10%**

*Clause 23:* Limit of Retention Fund **5%**

*Under Clause 23:* The Project Manager shall be responsible for the preparation of the Interim Payment Certificates for the Contractor.

*Under Clause 32:* The Project Manager shall be responsible for the preparation of the Final Account of the project.

*Under Clause 25:* **Fluctuation** Clause 25.4 to 25.5 **shall not apply.**

*Under Clauses 6.5 & 28.1:* Performance Security shall be **0% of Contract Sum.**

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## **SECTION F**

### **THE BILL OF QUANTITIES**



ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b>4 STANDARD CLASSROOMS WITH VERANDAH</b>					
<b>BILL NO. 1</b>					
<b><u>SUBSTRUCTURES ( PROVISIONAL )</u></b>					
<b><u>EXCAVATION AND EARTHWORKS</u></b>					
<b>Site clearance</b>					
A	All bushes, shrubs and undergrowth, grub up roots and burn all the arisings.	SM	400		
<b>Excavations in earth</b>					
<b>Normal ; to remove vegetable soil ; starting from ground level</b>					
B	Average 150mm deep	SM	300		
<b>Normal ; to reduce levels ;</b>					
C	300mm deep	CM	92		
D	Not exceeding 1.5m deep	CM	470		
<b>E.O</b>					
<b>Excavations in hard rock</b>					
E	Exceeding 1.5M but not exceeding 3.0M deep	CM	4		
<b>Keeping excavations free of water</b>					
<b>Planking and strutting</b>					
F	Allow for maintaining and supporting sides of excavations and for keeping the same free from fallen materials, rubbish	Item			
G	Allow for keeping excavations free of water and mud by pumping, bailing or other approved means	Item			
<b>Carried to collection</b>					

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>DISPOSAL</u></b> <b>Excavated materials</b>				
A	Return, fill and ram	CM	170		
B	Load, wheel and deposit on site as directed	CM	210		
	<b><u>FILLING</u></b> <b>Hardcore ; making up levels</b>				
C	300mm Thick, depositing and compacting in layers 150mm thick	SM	300		
	<b>Quarry dust</b> <b>Blinding surfaces of hardcore</b>				
D	50mm Thick	SM	300		
	<b><u>ANTI-TERMITE TREATMENT</u></b> <b>Applying "Termidor" or other approved insecticide with ten-year guarantee as per manufacturer's written instructions</b>				
E	To murrum surfaces and tops of foundation walls	SM	300		
	<b><u>CONCRETE WORKS</u></b> <b>Insitu concrete ; plain</b> <b>Normal ; mass concrete 1:4:8</b> <b>Blinding</b>				
F	50mm Thick	SM	92		
	<b>Insitu concrete ; Reinforced</b> <b>Normal ; Concrete 1:2:4 ; Vibrated</b> <b>Foundation in trenches</b>				
	<b><i>Carried to collection</i></b>				

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	Irrespective of thickness <b>Beds</b>	CM	17		
B	100mm Surface bed	SM	300		
C	Ramps	CM	1		
	<b><u>REINFORCEMENT</u></b>  Bars ; m.s ; high yield ; cold worked ; B.S. 4461 ; including bends, hooks, tying wire, distance blocks and spacers  In any location				
D	8mm Diameter	KG	180		
E	12mm Diameter  Fabric B.S 4483  Reference A142 ; 200 x 200mm ; wgt 2.22Kgs/m2 ( measured net no allowance made for laps ) ; including bends, tying wire and distance blocks	KG	750		
F	In any location  <b><u>FORMWORK</u></b>  Edges of slab	SM	300		
G	75 - 150mm Wide	M	130		
	<b><i>Carried to collection</i></b>				

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>WALLING</u></b>				
	<b>Natural Stonework</b> <b>Approved local stone ; roughly squared ; bedding and in jointing cement sand mortar (1:3 )</b>				
	<b>Walls</b>				
A	200mm Thick	SM	200		
	<b><u>DPC</u></b> <b>B.S 743 ; Type "A" bitumen hessian based ; 150mm laps ; ( no allowance made for laps )</b>				
	<b>Horizontal ; 1NO of layer</b>				
B	200mm Wide ; bedded in cement sand mortar ( 1:3 )	M	100		
	<b><u>D.P.M</u></b> <b>Polythene ; 500G ; 150mm laps ( measured nett - allow for laps )</b>				
	<b>Horizontal ; 1NO of layer</b>				
C	Over 300mm wide	SM	300		
	<b><u>PLINTH</u></b> <b>Render</b>				
	<b>25mm Thick ; 1NO coatwork to concrete base or masonry surface</b>				
D	Concrete or masonry walling	SM	50		
	<b>Three coats ; black bituminous paint to</b>				
E	Rendered surfaces	SM	50		
	<b><i>Carried to collection</i></b>				

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b><u>COLLECTION</u></b>				
	P/65				
	P/66				
	P/67				
	P/68				
	<b>TOTAL CARRIED TO SUMMARY</b>				

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>BILL NO. 2</b>				
	<b><u>CONCRETE WORKS</u></b>				
	<b>Insitu concrete ; Reinforced Normal ; Concrete 1:2:4 ; Vibrated</b>				
A	Beams	SM	10		
	<b><u>REINFORCEMENT</u></b>				
	<b>Bars ; m.s ; high yield ; cold worked ; B.S. 4461 ; Including bends, hooks, tying wire, distance blocks and spacers In any location</b>				
B	8mm Diameter	KG	260		
C	12mm Diameter	KG	500		
	<b><u>FORMWORK</u></b>				
	<b>Sides or soffits</b>				
D	Beams	SM	100		
	<b><u>STEEL COLUMNS</u></b>				
E	75mm diameter x 2400mm long CHS mild steel top end with welded U - holder butt for 100 x 50mm wall plate (wall plate m.s) and other end with welded spikes bedded into concrete bed	NO.	16		
F	Twice drilling U-holder butt for 12mm diameter bolt, to receive wall plate (m/s)	NO.	16		
	<b><u>PAINTING AND DECORATING</u></b>				
	<b>One coat primer ; two coats gloss finish oil paint ; to "Crown Solo" paints or equal and approved metal surfaces</b>				
G	Column pipes	SM	12		
	<b><i>TOTAL CARRIED TO SUMMARY</i></b>				

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><b>BILL NO. 3</b></p> <p><b><u>WALLING</u></b></p> <p><b><u>MACHINE DRESSED NATURAL STONework</u></b></p> <p><b>Approved local stone ; fine chisel dressed all sides ; reinforced with hoop iron G500 in every alternate course ; bedding and jointing in cement sand mortar (1:3 )</b></p> <p><b><u>EXTERNAL WALLS</u></b></p> <p>A 200mm Thick</p> <p>B Ditto gable</p> <p>C Raking cutting</p>				
	<p><b>TOTAL CARRIED TO SUMMARY</b></p>				

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<b>BILL NO. 4</b>				
	<b><u>ROOF COVERING</u></b>				
	<b><u>ROOF CONSTRUCTION</u></b>				
	<b>Structural timbers ; sawn cypress ; pressure impregnated</b>				
	<b>The following in double pitch trusses ; 8.1m clear span ; including fabricating, hoisting and fixing in position approx. 3000mm above ground floor ;</b>				
	<b>Rafters</b>				
A	100 x 50mm	M	380		
	<b>Struts / ties</b>				
B	75 x 50mm	M	344		
	<b>Tie beams</b>				
C	100 x 50mm	M	352		
	<b>King posts</b>				
D	100 x 50mm	M	72		
	<b>Common rafters, wall plates etc.</b>				
	<b>Purlins</b>				
E	50 x 50mm	M	640		
	<b>Wall plate ; wall plate rag-bolted at 1200mm c/c ; 12mm diameter bolts</b>				
F	100 x 50mm	M	108		
	<b><i>Carried to collection</i></b>				



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	<p><b><u>ROOF COVERING</u></b></p> <p><b><u>CORRUGATED OR TROUGHED SHEET ROOFING</u></b></p> <p><b>IT5 Profiled Sheets ; G30 ; Blue pre-painted ; fixed to timber purlins ( m/s )</b></p> <p>Not exceeding 45 degrees from horizontal</p>	SM	390		
B	<p><b>Accessories</b></p> <p>Cappings to ridges</p> <p><b>Wrot cypress</b></p> <p><b>Fascia or barge board</b></p>	M	38		
C	<p>200 x 25mm</p>	M	100		
D	<p><b><u>PAINTING AND DECORATING</u></b></p> <p><b>One undercoat ; three coats Polyurathane varnish finish ; to "Crown Solo" paints or equal and approved</b></p> <p>Over 300mm Girth</p>	SM	100		
	<p><b><i>Carried to collection</i></b></p>				
	<p><b><u>COLLECTION</u></b></p> <p><b>P/72</b></p> <p><b>From above</b></p>				
	<p><b><i>TOTAL CARRIED TO SUMMARY</i></b></p>				

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><b><i>BILL NO. 5</i></b></p> <p><b><u>FINISHES</u></b></p> <p><b><u>FLOORS</u></b></p> <p><b>Bedding screed ; cement and sand ( 1:3 ) ; 32mm Thick ; 1NO coatbed ; steel trowelled ; smooth to concrete base ( m/s ) ; generally to</b></p>				
A	Floors ; level	SM	304		
B	Ramps ; sloping ; external	SM	24		
C	Skirting ; 100 x 20mm ; rounded top and coved at junction with floor	M	120		
	<p><b><u>INTERNAL WALLS</u></b></p> <p><b>Plaster ; 12mm first coat of cement sand ( 1:4 ) ; 3-5mm second coat of cement grout (1;10) ; steel trowelled</b></p>				
D	Concrete or stone walls	SM	400		
E	Blackboard	SM	120		
	<p><b>Plaster moulding ; 12mm first coat of cement sand ( 1:3 ) ; 3-5mm second coat of cement grout ; including chalk groove ; steel trowelled</b></p>				
F	75 x 175mm High ; chamfered	M	32		
	<p><b><u>PAINTING AND DECORATING</u></b></p> <p><b>Three coats silk vinyl paint ; to "Crown Solo" paints or equal and approved</b></p> <p><b>Plastered surfaces</b></p>				
G	Over 300mm girth	SM	400		
	<b><i>Carried to collection</i></b>				

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	<p><b>Three coats blackboard paint ; to "Crown Solo" paints or equal and approved</b></p> <p><b>Blackboard surfaces</b></p> <p>Over 300mm girth</p>	SM	120		
B	<p><b><u>EXTERNAL WALLS</u></b></p> <p><b>E.O.</b></p> <p>Neat recessed keying ; horizontal ; in 10mm diameter rod in cement and sand mortar (1:3) to external walling</p> <p><b>Plaster ; 12mm first coat of cement and sand ( 1:4 ) ; 3-5mm second coat of cement grout ; steel trowelled</b></p>	M	350		
C	<p>Beams</p> <p><b><u>PAINTING AND DECORATING</u></b></p> <p><b>Three coats silk vinyl paint ; to "Crown Solo" paints or equal and approved</b></p> <p><b>Plastered surfaces</b></p>	SM	36		
D	<p>Over 300mm girth</p> <p><b>Three coats blackboard paint ; to "Crown Solo" paints or equal and approved</b></p> <p><b>Blackboard surfaces</b></p>	SM	400		
E	<p>Over 300mm girth</p>	SM	120		
	<p><b><i>Carried to collection</i></b></p>				

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><b><u>COLLECTION</u></b></p> <p><b>P/74</b></p> <p><b>P/75</b></p>				
	<p><b><i>TOTAL CARRIED TO SUMMARY</i></b></p>				

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><b>BILL NO .6</b></p> <p><b><u>WINDOWS</u></b></p> <p><b><u>METALWORK</u></b></p> <p>Purpose made units  Mild Steel ; KS 02-18 neat cut and welded ;  all welds ground smooth and to even surfaces</p> <p>Casement windows ; standard metal casement sections comprising of ; standard "Z" section framing, transomes, mullions, permanent ventilator's, comprising T-bars, gauze and 16G sheet metal hood, 25x3mm flats at 150mm c/c both ways, all coupling mullions Etc; complete with bronze handles, peg stays and all other necessary ironmongery ; one coat red primer by manufacturer ;</p> <p>Steel ; for glazing with putty ; cutting and pinning lugs to concrete or masonry jambs, head and cill ; bedding in cement sand (1:3) mortar ; pointing all round frames easing, oiling, and adjusting opening lights on completion</p>				
A	Window overall size 1750 x 1700mm	NO.	12		
B	Window overall size 1750 x 1200mm	NO.	8		
C	<p><b><u>GLAZING</u></b></p> <p>Glass in openings  Sheet ; clear  5mm Thick ; to metal with putty</p> <p>0.10 - 0.50 SM</p>	SM	64		
	<b><i>Carried to collection</i></b>				

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	<p><b><u>PAINTING AND DECORATING</u></b></p> <p><b>One undercoat ; three coats gloss finish oil paint ; to "Crown Solo" paints or equal and approved metal surfaces</b></p> <p>Over 300mm Girth</p>	SM	36		
<i>Carried to collection</i>					
<p><b><u>COLLECTION</u></b></p> <p><b>P/77</b></p> <p><b>From above</b></p>					
<b>TOTAL CARRIED TO SUMMARY</b>					

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	<p><b>BILL NO. 7</b></p> <p><b><u>DOORS</u></b> Purpose made units</p> <p><b>Mild Steel ; KS 02-18 neat cut and welded ; all welds ground smooth and to even surfaces</b></p> <p><b>Steel lugs ; to two jambs, cutting and pinning to stonework in cement sand (1:3) mortar</b></p> <p>Metal door size 900 x 2400mm high overall fabricated from 75 x 50 x 3mm RHS frame, stiles, top, middle and bottom rails and infilled with G20 steel panels to full height including heavy duty pin and socket hinges, lock and all other necessary accessories. One coat red oxide primer all round before fixing</p>	NO.	4		
B	<p><b><u>PAINTING AND DECORATING</u></b></p> <p><b>Metal surfaces</b></p> <p>All metal surfaces generally</p>	SM	20		
	<p><b>TOTAL CARRIED TO SUMMARY</b></p>				

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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b><u>SUMMARY PAGE</u></b>					
1	SUBSTRUCTURES				
2	CONCRETE WORKS				
3	WALLING				
4	ROOF CONSTRUCTION				
5	FINISHES				
6	WINDOWS				
7	DOORS				
<b><i>Total for Proposed 4no. Classroom with Verandah carried to Grand Summary</i></b>					



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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<b><u>PROVISIONAL AND PRIME COST SUMS</u></b>					
The Contractor shall include in his tender the following to be deducted in whole or in part as directed by the Project Manager					
A	Allow a Provisional Sum of Kenya Shillings Ten Thousand ( <b>KES 40,000.00</b> ) only for Electrical Works.				
B	Allow a Provisional Sum of Kenya Shillings Thirty Thousand ( <b>KES 50,000.00</b> ) only for Contingencies				
C	Allow a Provisional Sum of Kenya Shillings fifty Thousand ( <b>KES 50,000.00</b> ) only for Project Management Committee.				
D	Allow a Provisional Sum of Kenya Shillings Twenty Thousand ( <b>KES 50,000.00</b> ) only for Project Supervision.				
<b>TOTAL CARRIED TO SUMMARY</b>					



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