



REPUBLIC OF KENYA

**MINISTRY OF LANDS, PUBLIC WORKS, HOUSING, AND URBAN
DEVELOPMENT**

STATE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Tender Document

for

**PROPOSED CONSTRUCTION OF SOCIAL HOUSING AND ASSOCIATED
INFRASTRUCTURE IN MARIGUINI, NAIROBI COUNTY –**

TENDER NO.

MLPWHUD/SDHUD/AHP /388/2023-2024

Ministry of Lands, Public Works, Housing, and Urban Development,
State Department for Housing and Urban Development,
P.O Box 30119-00100
Nairobi, Kenya
Tel: +254-020-2713833

Closing Date: Friday, 12th July, 2024 at 9:00. a.m.

PROJECT DATA SHEET

PROJECT: PROPOSED CONSTRUCTION OF SOCIAL HOUSING AND ASSOCIATED INFRASTRUCTURE IN MARIGUINI, NAIROBI COUNTY

Item	DETAILS OF SITE	PROJECT PARTICULARS	
1	Tender No	MLPWHUD/SDHUD/AHP/388/2023-2024	
2	Site location	Starehe Constituency, Nairobi County	
4	Land Size	Approximately 6.7 Acres	
5	Scope	<p>10 Blocks (2,920 units), distributed as follows</p> <p>1 Room Social Housing : 1,760 Units 2 Room Social Housing : 580 Units 3 Room Social Housing : 580 Units</p> <p><i>Note: Bidders are notified that the Procuring Entity may make changes to the scope of works during evaluation of tenders</i></p>	
6	Amenities	Shops, social hall	
7	External works	Roads & Parking works, Boundary wall, Landscaping, Sewer reticulation	
8	Built area	125,699.00sm	

TABLE OF CONTENTS

PREFACE	iv
APPENDIX TOTHE PREFACE	v
GUIDELINES FOR PREPARATION OF TENDER DOCUMENTS	v
2. PART 1 - TENDERING PROCEDURES	v
3. PART 2 - PROCUREMENT ENTITY'S REQUIREMENTS	vi
4. PART 3 - CONDITIONS OF CONTRACT AND CONTRACT FORMS	vi
INVITATION TOTENDER	viii
PART 1:TENDERING PROCEDURES	1
SECTION I - INSTRUCTIONS TO TENDERERS	1
A. GENERALPROVISIONS	1
1.0 Scope of tender	1
2.0 Fraud and corruption.....	1
3.0 Eligible tenderers	1
4.0 Eligible goods, equipment, and services.....	3
5.0 Tenderer's responsibilities	3
B. CONTENTS OF TENDER DOCUMENTS	4
6.0 Sections of Tender Document.....	4
7.0 Clarification of Tender Document, Site Visit ,Pre-tender Meeting	4
8.0 Amendment of Tender Documents	5
10.0 Language of Tender.....	5
11.0 Documents Comprising the Tender.....	5
12.0 Form of Tender and Schedules	6
13.0 Alternative Tenders	6
14.0 Tender Prices and Discounts	6
15.0 Currencies of Tender and Payment.....	6
16.0 Documents Comprising the Technical Proposal.....	7
17.0 Documents Establishing the Eligibility and Qualifications of The Tenderer	7
18.0 Period of Validity of Tenders.....	8
19.0 Tender Security	8
20.0 Format and Signing of Tender.....	9
D. SUBMISSION AND OPENINGOFTENDERS	11
21.0 Sealing and Marking of Tenders	11
22.0 Deadline for Submission of Tenders	11
23.0 Late Tenders.....	11
24.0 Withdrawal, Substitution, and Modification of Tenders.....	11
25.0 Tender Opening.....	12
E. EVALUATION AND COMPARISONOFTENDERS	12
26.0 Confidentiality	12
27.0 Clarification of Tenders	13
29.0 Determination of Responsiveness.....	13
30.0 Non-material Non-conformities.....	13
31.0 Arithmetical Errors	14

33.0	Margin of Preference and Reservations.....	14
34.0	Nominated Subcontractors.....	14
35.0	Evaluation of Tenders.....	15
36.0	Comparison of tenders.....	15
37.0	Abnormally low tenders and abnormally high tenders.....	15
	Abnormally Low Tenders.....	15
	Abnormally high tenders.....	15
38.0	Unbalanced and/or front-loaded tenders.....	16
39.0	Qualifications of the tenderer.....	16
40.0	Lowest evaluated tender.....	16
41.0	Procuring entity's right to accept any tender, and to reject any oral tenders.....	16
	F. AWARD OF CONTRACT.....	17
42.0	Award criteria.....	17
43.0	Notice of intention to enter into a contract.....	17
44.0	Standstill Period.....	17
44.0	Standstill Period.....	17
45.0	Debriefing By The Procuring Entity.....	17
46.0	Letter of Award.....	17
47.0	Signing of Contract.....	17
48.0	Performance Security.....	17
49.0	Publication of Procurement Contract.....	18
50.0	Procurement related Complaint and Administrative Review.....	18
	SECTION II - TENDER DATASHEET(TDS).....	18
	SECTION III - EVALUATION AND QUALIFICATION CRITERIA.....	22
1.	General Provisions.....	22
2.	Preliminary examination for Determination of Responsiveness.....	22
3.	Tender Evaluation.....	22
4.	Multiple Contracts.....	22
5.	Alternative Tenders.....	23
6.	Margin of Preference.....	23
7.	Post qualification and Contract ward.....	23
8.	QUALIFICATION FORM.....	25
	SECTION IV –TENDERING FORMS.....	28
1.	FOREIGN TENDERERS 40% RULE.....	28
2.	Form EQU: EQUIPMENT.....	29
3.	FORM PER - 1:.....	30
4.	FORM PER - 2:.....	31
5.	TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION.....	33
	OTHER FORMS.....	43
1.	FORM OF TENDER.....	43
a)	TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE.....	46
b)	CERTIFICATE OF INDEPENDENT TENDER DETERMINATION.....	50
c)	SELF-DECLARATION FORM - SELF DECLARATION OF THE TENDERER.....	51
d)	APPENDIX 1 - FRAUD AND CORRUPTION.....	54
2.	FORM OF TENDER SECURITY – DEMAND BANK GUARANTEE.....	56
3.	FORM OF TENDER SECURITY (INSURANCE GUARANTEE).....	57
4.	FORM OF TENDER-SECURING DECLARATION.....	58
5.	APPENDIX TO TENDER.....	59

SECTION V – BILLS OF QUANTITIES	60
1. PREAMBLES	63
2. Bill No. 1 – Preliminary Items	67
3. Bill No. 2: Work Items	38
4. Bill No. 3: Schedule of Daywork Rates - Labour	69
5. Bill No. 3: Schedule of Daywork Rates - Materials.....	70
6. Bill No. 3: Schedule of Daywork Rates - Contractor's Equipment.....	71
7. Bill No. 3: Daywork Summary	71
8. Bill No. 4: Provisional Sums.....	72
9. GRAND SUMMARY	72
SECTION VI - SPECIFICATIONS.....	73
SECTION VII - DRAWINGS.....	73
SECTION VIII - GENERAL CONDITIONS OF CONTRACT (GCC)	74
1. General Provisions.....	74
2. The Procuring Entity	80
3. The Engineer	81
4. The Contractor.....	83
5. Nominated Subcontractors	91
6. Staff and Labor.....	92
7. Plant, Materials and Workmanship	95
8. Commencement, Delays and Suspension.....	97
9. Tests on Completion	100
10. Procuring Entity's Taking Over	100
11. Defects Liability	102
12. Measurement and Evaluation	104
13. Variations and Adjustments	105
14. Contract Price and Payment	109
15. Termination by Procuring Entity.....	115
16. Suspension and Termination by Contractor	117
17. Risk and Responsibility.....	119
18. Insurance.....	121
19. Force Majeure.....	124
20. Settlement of Claims and Disputes.....	126
Section IX - Special Conditions of Contract.....	130
SECTION X – CONTRACT FORMS	132
FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD	133
FORM No. 2 –REQUEST FOR REVIEW	135
FORM No. 3 – LETTER OF AWARD	135
FORM No. 4 – CONTRACT AGREEMENT	136
FORM No. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee].....	137
FORM No. 6- PERFORMANCE SECURITY [Option 2 – Performance Bond]	138
FORM No. 7 – ADVANCE PAYMENT SECURITY	140
FORM No. 8 – RETENTION MONEY SECURITY.....	141
FORM No. 9 – BENEFICIAL OWNERSHIP DISCLOSURE FORM.....	142

TENDER DOCUMENTS FOR PROCUREMENT OF WORKS (BUILDING AND ASSOCIATED CIVIL ENGINEERING WORKS)

1) NAME AND CONTACT ADDRESSES OF PROCURING ENTITY

**Ministry of Lands, Public Works, Housing, and Urban Development,
State Department for Housing and Urban Development,
P.O Box 30119-00100
Nairobi, Kenya
Tel: +254-020-2713833**

2) Invitation to Tender (ITT) No: MLPWHUD/SDHUD/AHP /388/2023-2024

3) Tender Name: PROPOSED CONSTRUCTION OF SOCIAL HOUSING AND ASSOCIATED INFRASTRUCTURE IN MARIGUINI, NAIROBI COUNTY

INVITATION TO TENDER

PROCURING ENTITY: STATE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONTRACT NAME AND DESCRIPTION: PROPOSED CONSTRUCTION OF SOCIAL HOUSING AND ASSOCIATED INFRASTRUCTURE IN MARIGUINI, NAIROBI COUNTY

1. The **STATE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT** invites sealed tenders for the construction of **PROPOSED CONSTRUCTION OF SOCIAL HOUSING AND ASSOCIATED INFRASTRUCTURE IN MARIGUINI, NAIROBI COUNTY**
2. Tendering will be conducted under open competitive method (National) using a standardized tender document. Tendering is open to Contractors Registered in the appropriate Category for Builders Works
3. The tender is open to those who meet the requirements of eligibility as contained in this invitation and the tender documents
4. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours at the address given below.
5. A complete set of tender documents may be obtained, downloaded and viewed by interested tenderers for free from the website www.housingandurban.go.ke. Tenderers who download the tender document must forward their particulars immediately to the Principal Secretary, State Department for Housing and Urban Development to facilitate any further clarifications or addendum that may be issued. Further clarifications and Addendum shall be posted at www.housingandurban.go.ke.
6. Tender documents may be viewed and downloaded for free from the website <https://housingandurban.go.ke/tenders/>. Tenderers who download the tender document must forward their particulars immediately to **the Principal Secretary, State Department for Housing and Urban Development, procurement@housingandurban.go.ke** to facilitate any further clarification or addendum that may be issued. Further clarifications and Addendum shall be posted at www.housingandurban.go.ke.
7. Tenders shall be quoted be in Kenya Shillings and shall include all taxes. Tenders shall remain valid for **120 days** from the date of opening of tenders.
8. All Tenders must be accompanied by a by a **Tender Security as specified in the Tender Data Sheet Clause ITT 19.1**.
9. The Tenderer **shall** chronologically serialize all pages of the tender documents submitted in the numerical format i.e., 1, 2, 3, 4 including the cover page. Tender Document must be tape bound and not Spiral bound. Spiral bound documents shall be automatically disqualified. In addition, bidders **MUST** submit a soft copy in PDF format during bid opening which is a replica of the original bid document. **This instruction is issued pursuant to Section 74(1)(j) of the Public Procurement and Assets Disposal Act, 2015.**
10. Completed tenders must be delivered to the address below on or before, **Friday, 12th July, 2024 at 9:00am. (East African Time)**. Electronic Tenders **will not** be permitted.
11. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and times specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
12. Late tenders will be rejected.
13. The addresses referred to above are:

A. Address for obtaining further information

**State Department for Housing and Urban Development
Room 606 B, 6th Floor, Ardhi House, 1st Ngong Avenue
P.O. Box 30119 -00100
NAIROBI.**

B. Address for Submission of Tenders.

**State Department for Housing and Urban Development
Tender Box, 6th Floor, Ardhi House, 1st Ngong Avenue
P.O. Box 30119 -00100
NAIROBI.**

C. Address for Opening of Tenders.

**State Department for Housing and Urban Development
Boardroom, 6th Floor, Ardhi House, 1st Ngong Avenue
P.O. Box 30119 -00100
NAIROBI.**

Head, Supply Chain Management Services
For: PRINCIPAL SECRETARY

PART1: TENDERING PROCEDURES

SECTION I - INSTRUCTIONS TO TENDERERS

A GENERAL PROVISIONS

10 Scope of tender

11 The Procuring Entity as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The name, identification, and number of lots (contracts) of this Tender Document are specified in the TDS.

12 Throughout this tendering document:

- a) The term “inwriting” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the TDS, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- b) if the context so requires, “singular” means “plural” and vice versa.
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

20 Fraud and corruption

21 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015, Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.

22 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.

23 Tenderers shall permit and shall cause their agents (whether declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Procuring Entity to inspect all accounts, records and other documents relating to any initial selection process, pre-qualification process, tender submission, proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Procuring Entity.

24 Unfair Competitive Advantage - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **Data Sheet** and make available to all the firms together with this tender document all information that would in that respect give such firm any unfair competitive advantage over competing firms.

30 Eligible tenderers

31 A Tenderer may be a firm that is a private entity, a state-owned enterprise or institution subject to ITT 3.8, or an individual or any combination of such entities in the form of a joint venture (JV) under an existing agreement with the intent to enter into such an agreement supported by a letter of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.

32 Public Officers of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse, their business associates or agents and firms/organizations in which they have a substantial or controlling interest shall not be eligible to tender or be awarded a contract. Public Officers are also not allowed to participate in any procurement proceedings.

33 A Tenderer shall not have a conflict of interest. Any tenderer found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest for the purpose of this tendering process, if the tenderer:

- a) Directly or indirectly controls, is controlled by or is under common control with an other tenderer.
 - b) Receives or has received any director indirect subsidy from another tenderer.
 - c) Has the same legal representative as an other tenderer.
 - d) Has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the tender of an other tenderer, or influence the decisions of the Procuring Entity regarding this tendering process.
 - e) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the goods or works that are the subject of the tender.
 - f) Any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as a consultant for Contract implementation.
 - g) Would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the contract specified in this Tender Document.
 - h) Has a close business or personal relationship with senior management or professional staff of the Procuring Entity who has the ability to influence the bidding process and:
 - i) Are directly or indirectly involved in the preparation of the Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract; or
 - ii) May be involved in the implementation or supervision of such Contract unless the conflicts stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.
- 34** A tenderer shall not be involved in corrupt, coercive, obstructive or fraudulent practice. A tenderer that is proven to have been involved in any of these practices shall be automatically disqualified.
- 35** A Tenderer (either individually or as a JV member) shall not participate in more than one Tender, except for permitted alternative tenders. This includes participation as a subcontractor in other Tenders. Such participation shall result in the disqualification of all Tenders in which the firm is involved. Members of a joint venture may not also make an individual tender, be a sub-contractor in a separate tender or be part of another joint venture for the purposes of the same Tender. A firm that is not a tenderer or a JV member may participate as a subcontractor in more than one tender.
- 36** A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT3.9. A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed sub-contractors or sub-consultants for any part of the Contract including related Services.
- 37** A Tenderer that has been debarred from participating in public procurement shall be ineligible to tender or be awarded a contract. The list of debarred firms and individuals is available from the website of PPR www.ppra.go.ke.
- 38** A Tenderer that is a state-owned enterprise or a public institution in Kenya may be eligible to tender and be awarded Contract(s) only if it is determined by the Procuring Entity to meet the following conditions, i.e. if it is:
- i) A legal public entity of Government and/or public administration,
 - ii) financially autonomous and not receiving any significant subsidies or budget support from any public entity or Government, and;
 - (iii) operating under commercial law and vested with legal rights and liabilities similar to any commercial enterprise to enable it compete with firms in the private sector on an equal basis.
- 39** Firms and individuals shall be ineligible if their countries of origin are:
- (a) As a matter of law or official regulations, Kenya prohibits commercial relations with that country;
 - (b) By an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

A tenderer shall provide such documentary evidence of eligibility satisfactory to the Procuring Entity, as the Procuring Entity shall reasonably request.

- 3.10** Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, local sub-contracts and labor) from citizen suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided for this purpose in “*SECTION II - EVALUATION AND QUALIFICATION CRITERIA, Item 9*”.
- 3.11** Pursuant to the eligibility requirements of ITT 3.10, a tender is considered a foreign tenderer, If it is registered in Kenya and has less than 51 percent ownership by nationals of Kenya and if it does not subcontract to foreign firms or individuals more than 10 percent of the contract price, excluding provisional sums. JVs are considered as foreign tenderers if the individual member firms registered in Kenya have less 51 percent ownership by nationals of Kenya. The JV shall not subcontract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 3.12** The National Construction Authority Act of Kenya requires that all local and foreign contractors be registered with the National Construction Authority and be issued with a Registration Certificate before they can undertake any construction works in Kenya. Registration shall not be a condition for tender, but it shall be a condition of contract award and signature. A selected tenderer shall be given opportunity to register before such award and signature of contract. Application for registration with National Construction Authority may be accessed from the website www.nca.go.ke.
- 3.13** The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke.
- 4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing valid tax compliance certificate or tax exemption certificate issued by the Kenya Revenue Authority.
- 40 Eligible goods, equipment, and services**
- 41** Goods, equipment and services to be supplied under the Contract may have their origin in any country that is not ineligible under ITT 3.9. At the Procuring Entity's request, Tenderers may be required to provide evidence of the origin of Goods, equipment and services.
- 42** Any goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.
- 50 Tenderer's responsibilities**
- 51** The tenderer shall bear all costs associated with the preparation and submission of his/her tender, and the Procuring Entity will in no case be responsible or liable for those costs.
- 52** The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine and inspect 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 the tenderer's own expense.
- 53** The Tenderer and any of its personnel or agents will be granted permission by the Procuring Entity to enter upon its premises and lands for the purpose of such visit. The Tenderer shall indemnify the Procuring Entity against liability arising from death or personal injury, loss of or damage to property, and any other losses and expenses incurred as a result of the examination and inspection.

- 54 The tenderer shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including charts, as necessary or required.

B. CONTENTS OF TENDER DOCUMENTS

60 Sections of Tender Document

- 61 The tender document consists of Parts 1, 2, and 3, which includes all the sections specified below, and which should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART 1: Tendering Procedures

Section I – Instructions to Tenderers
Section II – Tender Data Sheet (TDS)
Section III- Evaluation and Qualification
Criteria Section IV – Tendering Forms

PART 2: Works' Requirements

Section V - Bills of Quantities
Section VI - Specifications
Section VII - Drawings

PART 3: Conditions of Contract and Contract Forms

Section VIII - General Conditions (GCC)
Section IX - Special Conditions of Contract
Section X- Contract Forms

- 62 The Invitation to Tender Notice issued by the Procuring Entity is not part of the Contract documents. Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the Tender document, responses to requests for clarification, the minutes of a pre-arranged site visit and those of the pre-Tender meeting (if any), or Addenda to the Tender document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.
- 63 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the Tender Document and to furnish with its Tender all information and documentation as is required by the Tender document.
- ### **70 Clarification of Tender Document, Site Visit, Pre-tender Meeting**
- 71 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the **TDS** or raise its enquiries during the pre-Tender meeting if provided for in accordance with ITT 7.2. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender documents in accordance with ITT 7.4, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring Entity shall also promptly publish its response at the web page identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents following the procedure under ITT 8 and ITT 22.2.
- 72 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the site(s) of the required contracts and obtain all information that may be necessary for preparing a tender. The costs of visiting the Site shall be at the Tenderer's own expense. The Procuring Entity shall specify in the **TDS** if a pre-arranged Site visit and or a pre-tender meeting will be held, when and where. The Tenderer's designated representative is invited to attend a pre-arranged site visit and a pre-tender meeting, as the case may be. The purpose of the site visit and the pre-tender meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 73 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

- 74** Minutes of a pre-arranged site visit and those of the pre-tender meeting, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents. Minutes shall not identify the source of the questions asked.
- 75** The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-arranged site visit and those of the pre-tender meeting at the web page identified in the **TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-arranged site visit and those of the pre-tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT 8 and not through the minutes of the pre-Tender meeting. Non-attendance at the pre-arranged site visit and the pre-tender meeting will not be a cause for disqualification of a Tenderer.
- 80** **Amendment of Tender Documents**
- 81** At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tender Documents by issuing addenda.
- 82** Any addendum issued shall be part of the Tender Documents and shall be communicated in writing to all who have obtained the Tender Documents from the Procuring Entity. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's website in accordance with ITT 7.5.
- 83** To give Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity should extend the deadline for the submission of Tenders, pursuant to ITT 22.2.

C. PREPARATION OF TENDERS

9. Cost of Tendering

The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

10.0 Language of Tender

The Tender, as well as all correspondence and documents relating to the tender exchanged by the tenderer and the Procuring Entity, shall be written in the English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate and notarized translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

11.0 Documents Comprising the Tender

- 11.1** The Tender shall comprise the following:
- a) Form of Tender prepared in accordance with ITT 12;
 - b) Schedules including priced Bill of Quantities, completed in accordance with ITT 12 and ITT 14;
 - c) Tender Security or Tender-Securing Declaration, in accordance with ITT 19.1;
 - d) Alternative Tender, if permissible, in accordance with ITT 13;
 - e) **Authorization**: written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 20.3;
 - f) **Qualifications**: documentary evidence in accordance with ITT 17 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
 - g) **Conformity**: a technical proposal in accordance with ITT 16;
 - h) Any other document required in the **TDS**.
- 11.2** In addition to the requirements under ITT 11.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed JV Agreement. Change of membership and conditions of the JV prior to contract signature will render the tender liable for disqualification.

12.0 Form of Tender and Schedules

- 12.1 The Form of Tender and Schedules, including the Bill of Quantities, shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 20.3. All blank spaces shall be filled in with the information requested. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
- 12.2 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

13. Alternative Tenders

- 13.1 Unless otherwise specified in the TDS, alternative Tenders shall not be considered.
- 13.2 When alternative times for completion are explicitly invited, a statement to that effect will be included in the **TDS**, and the method of evaluating different alternative times for completion will be described in Section III, Evaluation and Qualification Criteria.
- 13.3 Except as provided under ITT 13.4 below, Tenderers wishing to offer technical alternatives to the requirements of the Tender Documents must first price the Procuring Entity's design as described in the Tender Documents and shall further provide all information necessary for a complete evaluation of the alternative by the Procuring Entity, including drawings, design calculations, technical specifications, breakdown of prices, and proposed construction methodology and other relevant details. Only the technical alternatives, if any, of the Tenderer with the Winning Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.
- 13.4 When specified in the **TDS**, Tenderers are permitted to submit alternative technical solutions for specified parts of the Works, and such parts will be identified in the **TDS**, as will the method for their evaluating, and described in Section VII, Works' Requirements.

14.0 Tender Prices and Discounts

- 14.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Bill of Quantities shall conform to the requirements specified below.
- 14.2 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items against which no rate or price is entered by the Tenderer shall be deemed covered by the rates for other items in the Bill of Quantities and will not be paid for separately by the Procuring Entity. An item not listed in the priced Bill of Quantities shall be assumed to be not included in the Tender, and provided that the Tender is determined substantially responsive notwithstanding this omission, the average price of the item quoted by substantially responsive Tenderers will be added to the Tender price and the equivalent total cost of the Tender so determined will be used for price comparison.
- 14.3 The price to be quoted in the Form of Tender, in accordance with ITT 12.1, shall be the total price of the Tender, including any discounts offered.
- 14.4 The Tenderer shall quote any discounts and the methodology for their application in the Form of Tender, in accordance with ITT 12.1.
- 14.5 It will be specified in the **TDS** if the rates and prices quoted by the Tenderer are or are not subject to adjustment during the performance of the Contract in accordance with the provisions of the Conditions of Contract, except in cases where the contract is subject to fluctuations and adjustments, not fixed price. In such a case, the Tenderer shall furnish the indices and weightings for the price adjustment formulae in the Schedule of Adjustment Data and the Procuring Entity may require the Tenderer to justify its proposed indices and weightings.
- 14.6 Where tenders are being invited for individual lots (contracts) or for any combination of lots (packages), tenderers wishing to offer discounts for the award of more than one Contract shall specify in their Tender the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted in accordance with ITT 14.4, provided the Tenders for all lots (contracts) are opened at the same time.

147 All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the rates and prices and the total Tender Price submitted by the Tenderer.

150 Currencies of Tender and Payment

151 The currency(ies) of the Tender and the currency(ies) of payments shall be the same.

152 Tenderers shall quote entirely in Kenya Shillings. The unit rates and the prices shall be quoted by the Tenderer in the Bill of Quantities, entirely in Kenya shillings.

a) A Tenderer expecting to incur expenditures in other currencies for inputs to the Works supplied from outside Kenya (referred to as “the foreign currency requirements”) shall (if so allowed in the **TDS**) indicate in the Appendix to Tender the percentage(s) of the Tender Price (excluding Provisional Sums), needed by the Tenderer for the payment of such foreign currency requirements, limited to no more than two foreign currencies.

b) The rates of exchange to be used by the Tenderer in arriving at the local currency equivalent and the percentage(s) mentioned in (a) above shall be specified by the Tenderer in the Appendix to Tender and shall be based on the exchange rate provided by the Central Bank of Kenya on the date 30 days prior to the actual date of tender opening. Such exchange rate shall apply for all foreign payments under the Contract.

153 Tenderers may be required by the Procuring Entity to justify, to the Procuring Entity's satisfaction, their local and foreign currency requirements, and to substantiate that the amounts included in the unit rates and prices and shown in the Schedule of Adjustment Data in the Appendix to Tender are reasonable, in which case a detailed break down of the foreign currency requirements shall be provided by Tenderers.

16.0 Documents Comprising the Technical Proposal

The Tenderer shall furnish a technical proposal including a statement of work methods, equipment, personnel, schedule and any other information as stipulated in Section IV, Tender Forms, insufficient detail to demonstrate the adequacy of the Tenderer's proposal to meet the work's requirements and the completion time.

170 Documents Establishing the Eligibility and Qualifications of the Tenderer

171 Tenderers shall complete the Form of Tender, included in Section IV, Tender Forms, to establish Tenderer's eligibility in accordance with ITT 4.

172 In accordance with Section III, Evaluation and Qualification Criteria, to establish its qualifications to perform the Contract the Tenderer shall provide the information requested in the corresponding information sheets included in Section IV, Tender Forms.

173 If a margin of preference applies as specified in accordance with ITT 33.1, national tenderers, individually or in joint ventures, applying for eligibility for national preference shall supply all information required to satisfy the criteria for eligibility specified in accordance with ITT 33.1.

174 Tenderers shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement process or contract management.

175 The purpose of the information described in **ITT 17.4** above overrides any claims to confidentiality which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

176 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT 6.4. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

- 177** All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.
- 178** If a tenderer fails to submit the information required by these requirements, its tender will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.
- 179** If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:
- i) If the procurement process is still ongoing, the tenderer will be disqualified from the procurement process,
 - ii) if the contract has been awarded to that tenderer, the contract award will be set aside depending on the outcome of (iii),
 - iii) the tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other person have committed any criminal offence.
- 17.10** If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences of ITT 17.8 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error which was not attributable to the intentional act, negligence or recklessness of the tenderer.

18.0 Period of Validity of Tenders

- 18.1.** Tenders shall remain valid for the Tender Validity period specified in the **TDS**. The Tender Validity period starts from the date fixed for the Tender submission deadline (as prescribed by the Procuring Entity in accordance with ITT 22). A tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
- 18.2** In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT 19, it shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Tenderer may refuse the request without forfeiting its Tender security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

190 Tender Security

- 191** The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender Security as specified in the **TDS**, in original form and, in the case of a Tender Security, in the amount and currency **specified** in the **TDS**. A Tender-Securing Declaration shall use the form included in Section IV, Tender Forms.
- 192** If a Tender Security is specified pursuant to ITT 19.1, the Tender Security shall be a demand guarantee in any of the following forms at the Tenderer's option:
- i) cash;
 - ii) a bank guarantee;
 - iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority;
 - (iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya, from a reputable source, and an eligible country.
- 193** If an unconditional bank guarantee is issued by a bank located outside Kenya, the issuing bank shall have a correspondent bank located in Kenya to make it enforceable. The Tender Security shall be valid for thirty (30) days beyond the original validity period of the Tender, or beyond any period of extension if requested under ITT 18.2.
- 194** If a Tender Security or Tender-Securing Declaration is specified pursuant to ITT 19.1, any Tender not accompanied by a substantially responsive Tender Security or Tender-Securing Declaration shall be rejected by the Procuring Entity as non-responsive.

- 195** If a Tender Security is specified pursuant to ITT 19.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the Contract and furnishing the Performance Security and any other documents required in the TDS. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.
- 196** The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security, and any other documents required in the TDS.
- 197** The Tender Security may be forfeited or the Tender-Securing Declaration executed:
- a) if a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer on the Form of Tender, or any extension there to provided by the Tenderer; or
 - b) if the successful Tenderer fails to:
 - i) sign the Contract in accordance with ITT47; or
 - ii) furnish a Performance Security and if required in the TDS, and any other documents required in the TDS.
- 198** Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA to debar the Tenderer from participating in public procurement as provided in the law.
- 199** The Tender Security or the Tender-Securing Declaration of a JV shall be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of tendering, the Tender Security or the Tender-Securing Declaration shall be in the names of all future members as named in the letter of intent referred to in ITT 4.1 and ITT 11.2.

19.10 A tenderer shall not issue a tender security to guarantee itself.

200 Format and Signing of Tender

- 201** The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 11 and clearly mark it "ORIGINAL." Alternative Tenders, if permitted in accordance with ITT 13, shall be clearly marked "ALTERNATIVE." In addition, the Tenderer shall submit copies of the Tender, in the number specified in the **TDS** and clearly mark them "COPY." In the event of any discrepancy between the original and the copies, the original shall prevail.
- 202** Tenderers shall mark as "CONFIDENTIAL" all information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 203** The original and all copies of the Tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderer. This authorization shall consist of a written confirmation as specified in the **TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 204** In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 205** Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. SUBMISSION AND OPENING OF TENDERS

210 Sealing and Marking of Tenders

- 211** The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
- a) in an envelope or package or container marked "ORIGINAL", all documents comprising the Tender, as

- described in ITT 11; and
- b) in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
 - c) if alternative Tenders are permitted in accordance with ITT 13, and if relevant:
 - i) in an envelope or package or container marked “ORIGINAL –ALTERNATIVE TENDER”, the alternative Tender; and
 - ii) in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- a) bear the name and address of the Procuring Entity,
- b) bear the name and address of the Tenderer; and
- c) bear the name and Reference number of the Tender.

212 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

220 Deadline for Submission of Tenders

221 Tenders must be received by the Procuring Entity at the address specified in the **TDS** and no later than the date and time also specified in the **TDS**. When so specified in the **TDS**, tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the **TDS**.

222 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the Tender Documents in accordance with ITT 8, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

23.0 Late Tenders

The Procuring Entity shall not consider any Tender that arrives after the deadline for submission of tenders, in accordance with ITT 22. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned unopened to the Tenderer.

240 Withdrawal, Substitution, and Modification of Tenders

241 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITT 20.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) prepared and submitted in accordance with ITT 20 and ITT 21 (except that withdrawals notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” “SUBSTITUTION,” “MODIFICATION;” and
- b) received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 22.

242 Tenders requested to be withdrawn in accordance with ITT 24.1 shall be returned unopened to the Tenderers.

243 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

25. Tender Opening

251 Except in the cases specified in ITT 23 and ITT 24.2, the Procuring Entity shall publicly open and read out all Tenders received by the deadline, at the date, time and place specified **in the TDS**, in the presence of Tenderers' designated representatives who chooses to attend. Any specific electronic Tender opening procedures required if electronic Tendering is permitted in accordance with ITT 22.1, shall be as specified in the **TDS**.

252 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelopes with the

corresponding Tender shall not be opened but returned to the Tenderer. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

253 Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

254 Next, envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

255 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Price, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

256 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further for evaluation. The Form of Tender and pages of the Bill of Quantities (to be decided on by the tender opening committee) are to be initialed by the members of the tender opening committee attending the opening.

257 At the Tender Opening, the Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT 23.1).

258 The Procuring Entity shall prepare minutes of the Tender Opening that shall include, as a minimum: -

- a) the name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- b) the Tender Price, per lot (contract) if applicable, including any discounts;
- c) any alternative Tenders;
- d) the presence or absence of a Tender Security, if new as required;
- e) number of pages of each tender document submitted.

259 The Tenderers' representatives who are present shall be requested to sign the minutes. The omission of a Tenderer's signature on the minutes shall not invalidate the contents and effect of the minutes. A copy of the tender opening register shall be distributed to all Tenderers.

E. EVALUATION AND COMPARISON OF TENDERS

26. Confidentiality

261 Information relating to the evaluation of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other persons not officially concerned with the Tender process until information on Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 43.

262 Any effort by a Tenderer to influence the Procuring Entity in the evaluation of the Tenders or Contract award decisions may result in the rejection of its tender.

263 Notwithstanding ITT 26.2, from the time of tender opening to the time of contract award, if a tenderer wishes to contact the Procuring Entity on any matter related to the tendering process, it shall do so in writing.

27.0 Clarification of Tenders

27.1 To assist in the examination, evaluation, and comparison of the tenders, and qualification of the tenderers, the Procuring Entity may, at its discretion, ask any tenderer for a clarification of its tender, given a reasonable time for a response. Any clarification submitted by a tenderer that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the tenders, in accordance with ITT 31.

27.2 If a tenderer does not provide clarifications of its tender by the date and time set in the Procuring Entity's

request for clarification, its Tender may be rejected.

28.0 Deviations, Reservations, and Omissions

28.1 During the evaluation of tenders, the following definitions apply: -

- a) "*Deviation*" is a departure from the requirements specified in the tender document;
- b) "*Reservation*" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tender document; and
- c) "*Omission*" is the failure to submit part or all of the information or documentation required in the Tender document.

29.0 Determination of Responsiveness

29.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the tender itself, as defined in ITT 11.

29.2 A substantially responsive Tender is one that meets the requirements of the Tender document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:

- a) Affecting any substantial way, the scope, quality, or performance of the Works specified in the Contract;
- b) limit in any substantial way, inconsistent with the tender document, the Procuring Entity's rights or the tenderer's obligations under the proposed contract;
- c) if rectified, would unfairly affect the competitive position of other tenderers presenting substantially responsive tenders.

29.3 The Procuring Entity shall examine the technical aspects of the tender submitted in accordance with ITT 16, to confirm that all requirements of Section VII, Works' Requirements have been met without any material deviation, reservation or omission.

29.4 If a tender is not substantially responsive to the requirements of the tender document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

30.0 Non-material non-conformities

30.1 Provided that a tender is substantially responsive, the Procuring Entity may waive any non-conformities in the tender.

30.2 Provided that a Tender is substantially responsive, the Procuring Entity may request that the tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities in the tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the tender. Failure of the tenderer to comply with the request may result in the rejection of its tender.

30.3 Provided that a tender is substantially responsive, the Procuring Entity shall rectify quantifiable non-material non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified in the TDS.

31.0 Arithmetical Errors

31.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

31.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis: -

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall lead to disqualification of the tender as non-responsive.
- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive. and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail

31.3 Tenderers shall be notified of any error detected in their bid during the notification of award.

32.0 Conversion to Single Currency

For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted in to a single currency as specified in the **TDS**.

33.0 Margin of Preference and Reservations

33.1 A margin of preference may be allowed only when the contract is open to international competitive tendering where foreign contractors are expected to participate in the tendering process and where the contract exceeds the value/threshold specified in the Regulations.

33.2 A margin of preference shall not be allowed unless it is specified so in the **TDS**.

33.3 Contracts procured on basis of international competitive tendering shall not be subject to reservations exclusive to specific groups as provided in ITT 33.4.

33.4 Where it is intended to reserve a contract to a specific group of businesses (these groups are Small and Medium Enterprises, Women Enterprises, Youth Enterprises and Enterprises of persons living with disability, as the case may be), and who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses or firms belonging to the specified group are eligible to tender. No tender shall be reserved to more than one group. If not so stated in the Invitation to Tender and in the Tender documents, the invitation to tender will be open to all interested tenderers.

34.0 Nominated Subcontractors

34.1 Unless otherwise stated in the **TDS**, the Procuring Entity does not intend to execute any specific elements of the Works by subcontractors selected/nominated by the Procuring Entity. In case the Procuring Entity nominates a subcontractor, the subcontract agreement shall be signed by the Subcontractor and the Procuring Entity. The main contract shall specify the working arrangements between the main contractor and the nominated subcontractor.

34.2 Tenderers may propose sub-contracting up to the percentage of total value of contracts or the volume of works as specified in the **TDS**. Subcontractors proposed by the Tenderer shall be fully qualified for their parts of the Works.

34.3 Domestic subcontractor's qualifications shall not be used by the Tenderer to qualify for the Works unless their specialized parts of the Works were previously designated so by the Procuring Entity in the **TDS** a scan be met by subcontractors referred to hereafter as 'Specialized Subcontractors', in which case, the qualifications of the Specialized Subcontractors proposed by the Tenderer may be added to the qualifications of the Tenderer.

35. Evaluation of Tenders

35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies the Procuring Entity shall determine the Lowest Evaluated Tender in accordance with ITT 40.

35.2 To evaluate a Tender, the Procuring Entity shall consider the following:

- a) Price adjustment in accordance with ITT 31.1 (iii); excluding provisional sums and contingencies, if any, but including Daywork items, where priced competitively;
- b) price adjustment due to discounts offered in accordance with ITT 14.4;
- c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 32;
- d) price adjustment due to quantifiable non material non-conformities in accordance with ITT 30.3; and
- e) any additional evaluation factors specified in the **TDS** and Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

354 Where the tender involves multiple lots or contracts, the tenderer will be allowed to tender for one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT 35.2. The methodology to determine the lowest evaluated tenderer or tenderers base done lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36.0 Comparison of tenders

The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37.0 Abnormally low tenders and abnormally high tenders

Abnormally Low Tenders

371 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regard to the Tenderer's ability to perform the Contract for the offered Tender Price or that genuine competition between Tenderers is compromised.

372 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

373 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally high tenders

374 An abnormally high tender price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

375 In case of a normally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case may be.

376 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38.0 Unbalanced and/ or front-loaded tenders

381 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or frontloaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

382 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:

- a) accept the Tender;
- b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding a 30% of the Contract Price;
- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works;
- d) reject the Tender,

390 Qualifications of the tenderer

391 The Procuring Entity shall determine to its satisfaction whether the eligible Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender, meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.

392 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 17. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors (other than Specialized Sub-contractors if permitted in the Tender document), or any other firm(s) different from the Tenderer.

393 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated price to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

400 Lowest evaluated tender

Having compared the evaluated prices of Tenders, the Procuring Entity shall determine the Lowest Evaluated Tender. The Lowest Evaluated Tender is the Tender of the Tenderer that meets the Qualification Criteria and whose Tender has been determined to be:

- a) Most responsive to the Tender document; and
- b) the lowest evaluated price.

41.0 Procuring entity's right to accept any tender, and to reject any or all tenders.

The Procuring Entity reserves the right to accept or reject any Tender and to annul the Tender process and reject all Tenders at any time prior to Contract Award, without there by incurring any liability to Tenderers. Incase of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. AWARD OF CONTRACT

42.0 Award criteria

The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

430 Notice of Intention to Enter into a Contract/Notification of Award

Upon award of the contract and prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:

- a) the name and address of the Tenderer submitting the successful tender;
- b) the Contract price of the successful tender;
- c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in (c) above already reveals the reason;
- d) the expiry date of the Standstill Period; and
- e) instruction son how to request a debriefing and/ or submit a complaint during the stand still period;

440 Stand still period

44.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.

44.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter into a Contract with the successful Tenderer.

45.0 Debriefing by The Procuring Entity

45.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 43, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing within five days of receipt of the request.

45.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

46.0 Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 42.1, upon addressing a complaint that has been filed with in the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

47.0 Signing of Contract

47.1 Upon the expiry of the fourteen days of the Notification of Intention to enter in to contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

47.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

47.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period.

48.0 Performance Security

48.1 Within twenty-one (21) days of the receipt of the Letter of Award from the Procuring Entity, the successful Tenderer shall furnish the Performance Security and, any other documents required in the **TDS**, in accordance with the General Conditions of Contract, subject to ITT 38.2 (b), using the Performance Security and other Forms included in Section X, Contract Forms, or another form acceptable to the Procuring Entity. A foreign institution providing a bank guarantee shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent bank is not required.

48.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security and other documents required in the **TDS** or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

48.3 Performance security shall not be required for contracts estimated to cost less than the amount specified in the Regulations.

49.0 Publication of Procurement Contract

Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- a) name and address of the Procuring Entity;
- b) name and reference number of the contract being awarded, a summary of its scope and the selection method used;

- c) the name of the successful Tenderer, the final total contract price, the contract duration;
- d) dates of signature, commencement and completion of contract;
- e) names of all Tenderers that submitted Tenders, and their Tender prices as readout at Tender opening.

50.0 Procurement related Complaints and Administrative Review

50.1 The procedures for making Procurement-related Complaints are as specified in the **TDS**.

50.2 A request for administrative review shall be made in the form provided under contract forms.

Section II - Tender Data Sheet (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
A. General	
ITT 1.1	The name of the contract is PROPOSED CONSTRUCTION OF SOCIAL HOUSING AND ASSOCIATED INFRASTRUCTURE IN MARIGUINI, NAIROBI COUNTY The reference number of the Contract is: TENDER No MLPWHUD/SDHUD/AHP /388/2023-2024
ITT 2.4	The Information made available on competing firms is as follows: N/A
ITT 2.4	The firms that provided consulting services for the contract being tendered for are: N/A
ITT 3.1	Maximum number of members in the Joint Venture (JV) shall be: Two
B. Contents of Tender Document	
ITT 7.1	The Tenderer will submit any request for clarifications in writing at the Address: (1) Name of Procuring Entity: State Department of Housing and Urban Development (2) Physical address for hand Courier Delivery to an office: 1st Ngong avenue, Ardhi House, 6th Floor, Wing B, Room 606 (3) Postal Address; P.O. Box 30119-00100 Nairobi (4) Officer to be contacted: Head, Supply Chain Management Services Email: <i>procurement@housingandurban.go.ke</i>
ITT 7.2	A pre-arranged meeting / pretender site visit shall take place at the following date, time and place: Date: 25 th June, 24 Time: 10.00am Place: Mariguini Pre-Tender meeting shall take place at the following date, time and place: Date: _ 20th July, 2024 Time: 10.00am (GMT+3) Place: Ardhi House 6th Floor Boardroom, Wing B
ITT 7.3	The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than 2 Days before the meeting.
ITT 7.5	The Procuring Entity’s website where Minutes of the pre-Tender meeting and the pre-arranged pretender will be published is <u>https://housingandurban.go.ke/tenders/</u>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 9.1	<p>For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is:</p> <p>(1) Name of Procuring Entity: State Department of Housing and Urban Development</p> <p>(2) Physical address for hand Courier Delivery to an office: 1st Ngong avenue, Ardhi House, 6th Floor, Wing B, Room 606</p> <p>(3) Postal Address; P.O. Box 30119-00100 Nairobi</p> <p>(4) Officer to be contacted: Head, Supply Chain Management Services Email: <i>procurement@housingandurban.go.ke</i></p>
C. Preparation of Tenders	
ITT 11.1 (h)	<p>The Tenderer shall submit the following additional documents in its Tender (In addition to those described under ITT 11.1 (a) to (g)):</p> <ol style="list-style-type: none"> 1. Certified copy of Registration certificate from National Construction Authority, Category NCA1 and above in Building works (General Building Contractor), and the current Practising License. (For Kenyan Contractors, the required level of registration is NCA, Category 1, Building Works with Kenyan National Construction Authority. All other (main/ prime contractors) outside Kenya must have a registration or certification, in their respective country, that is demonstrably equivalent to Kenya's NCA, Category 1. Contractors must visit the NCA website to self-assess their registration level and provide sufficient detail to demonstrate the equivalence of their registration/certification to NCA, Category 1.) 2. Copies of audited accounts and bank statements for each of the last three year(s) beginning from the most recent year (2021, 2022 and 2023). 3. Certified Copy of Company Registration / Incorporation Certificates. (For Main Contractor and Domestic Sub-Contractors) - (certified by commissioner for oaths) 4. Certified copy of Valid Tax Compliance Certificate, including a certified copy of the company's Pin Certificate. (For Main Contractor and Domestic Sub-Contractors) 5. Provide letter of Authority to seek references from bidder's bank (letter addressed to specific Banks giving authority to Client to verify the bank statements for the Main Contractor). 6. A copy of company's list of directors, beneficial owners, name of proprietor or names of partners (Copy of CR12 / CR13) issued within the last one year and showing the list of directors (certified by commissioner for oaths)

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	<p>The Bidder is required to be registered by the authorities listed below and provide the relevant documentation. If not, the bidder shall provide the listed Domestic Sub-Contractors and provide the relevant applicable documents showing their qualification:</p> <p>i.) Electrical Installations Sub-contractor</p> <ol style="list-style-type: none"> Company Certificate of Incorporation Valid NCA category 1 Company Registration – Electrical Engineering Services [Electrical Installations] Valid Company Tax Compliance Certificate EPRA Electrical Contractor License Class A-1 <p>ii.) Lift Installations Sub-contractor</p> <ol style="list-style-type: none"> Company Certificate of Incorporation Valid NCA category 1 Company Registration - Electrical Engineering Service [Lifts] Valid Company Tax Compliance Certificate EPRA Electrical Contractor License Class A-2 <p>iii.) ICT / Security Installations Sub-contractor</p> <ol style="list-style-type: none"> Company Certificate of Incorporation Valid NCA category 1 Company Registration - Electrical Engineering Service [ICT/ Security Installations / CCTV] Valid Company Tax Compliance Certificate Communication Authority of Kenya [Telecommunication Contractor’s licence] <p>iv.) Mechanical Plumbing, Drainage Installations Sub-contractor</p> <ol style="list-style-type: none"> Company Certificate of Incorporation Valid NCA category 1 Company Registration - Mechanical Engineering Services [Plumbing, Drainage, Sanitary Fittings & Firefighting] Valid Company Tax Compliance Certificate Plumber’s License Drain-Layer’s License
ITT 13.1	Alternative Tenders shall not be considered.
ITT 13.2	Alternative times for completion shall not be permitted. (For Alternative Tenders)
ITT 13.4	Alternative technical solutions shall not be permitted for the following parts of the Works.
ITT 14.5	The prices quoted by the Tenderer shall be Fixed
ITT 15.2 (a)	Foreign currency requirements not allowed
ITT 18.1	The Tender validity period shall be 120 days
ITT 18.3	<p>(a) The Number of days beyond the expiry of the initial tender validity period will be 30 days.</p> <p>(b) The Tender price shall be adjusted by the following percentages of the tender price:</p> <p>(i) By <u> N/A </u>% of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and</p> <p>(ii) By <u> N/A </u>% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.</p>
ITT 19.1	<p>Tenderer shall provide a Tender Security</p> <p>Tender Security shall be required, the amount and currency of the Tender Security shall be Kenya Shillings One Hundred Million (Kshs.100,000,000) issued by a Reputable Financial Institution Valid for a period of 180 days from the tender opening date. The format to match the provided Form; “FORM OF TENDER SECURITY- [Option 1–Demand Bank Guarantee]”</p>

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 20.1	In addition to the original of the Tender, the number of copies is: <u>One soft copy in PDF which is a replica of the original bid document submitted. This instruction is issued pursuant to Section 74(i)(j) of the Public Procurement and Assets Disposal Act, 2015.</u> The tenderer shall return a priced copy of the Bills of Quantities in excel format as provided in a compact disc or Flash disk together with the scanned PDF. The excel must be a true copy original and the priced part of the PDF bidding document. No alterations should be made to the descriptions and quantities in the excel BQ.
ITT 20.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: Notarized or Certified Power of Attorney and Board Resolution/s allowing the signatory to submit the bid, negotiate, and possibly execute the Project Agreement on behalf of the Bidder's Company
D. Submission and Opening of Tenders	
ITT 22.1	(A) For <u>Tender submission purposes</u> only, the Procuring Entity's address is: Name of Procuring Entity: State Department of Housing and Urban Development Postal Address: Principal Secretary, State Department of Housing and Urban Development P.O. Box 30119-00100 Nairobi Attention: Head, Supply Chain Management Services Physical address for hand Courier Delivery: 1st Ngong avenue, Ardhi House, 6th Floor, Tender Box Date and time for submission of Tenders: 12th July, 2024 at 9.00am (East African Time). Tenders shall not submit tenders electronically.
ITT 25.1	The Tender opening shall take place at the time and the address for Opening of Tenders provided below: Name of Procuring Entity: State Department of Housing and Urban Development Physical address for the location: 1st Ngong avenue, Ardhi House, 6th Floor State date and time of tender opening: Friday, 12th July, 2024 at 9:00am. (East African Time).
ITT 25.1	If Tenderers are allowed to submit Tenders electronically, they shall follow the electronic tender submission procedures specified below [<i>insert a description of the electronic Tender opening procedures</i>]: _____ N/A _____ _____
E. Evaluation, and Comparison of Tenders	
ITT 30.3	The adjustment shall be based on the Average price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.
TT 32.1	The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: Kenya Shillings The source of exchange rate shall be: The Central bank of Kenya (mean rate) The date for the exchange rate shall be: the deadline date for Submission of the Tenders.
ITT 33.2	A margin of preference shall not apply.
ITT 33.4	The invitation to tender is extended to the following group that qualify for Reservations _____ N/A _____ _____

Reference to ITC Clause	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
ITT 34.1	At this time, the Procuring Entity intends to execute certain specific parts of the Works by subcontractors selected in advance.
ITT 34.2	Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: <i>25% of the total contract amount</i> . Tenderers planning to subcontract more than 10% of total volume of work shall specify, in the Form of Tender, the activity(ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.
ITT 34.3	<p>The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows:</p> <ol style="list-style-type: none"> 1. Electrical Works 2. Lift Installations works 3. Plumbing and Mechanical Works 4. Supply and Delivery of Doors and Windows 5. Civil Works <p>For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Tenderer for the purpose of evaluation.</p>
ITT 35.2 (e)	<p>Additional requirements apply;</p> <ol style="list-style-type: none"> 1) Additional requirements are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria. 2) Tenderers who have three (3) or more ongoing projects with the State Department for Housing and Urban Development will NOT be considered for award unless the Tenderer demonstrates that they have achieved a minimum completion rate of 40% for the three or more ongoing projects. Tenderer to attach the most-current Interim Payment Certificate issued by the State Department as supporting documentation.
ITT 48.1	<p>Other documents required in addition to the Performance Security are;</p> <ol style="list-style-type: none"> 1) <i>Works Programme/Implementation Plan</i> 2) <i>Cash Flow Projections</i>
ITT 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA Website www.ppra.go.ke or email complaints@ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:</p> <p>For the attention: Director General</p> <p>Title/position: Director General</p> <p>Procuring Entity: State Department of Housing and Urban Development</p> <p>Email address: <u><i>procurement@housingandurban.go.ke</i></u></p> <p>In summary, a Procurement-related Complaint may challenge any of the following (among others):</p> <ol style="list-style-type: none"> (i) the terms of the Tender Documents; and (ii) the Procuring Entity's decision to award the contract.

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

10 GENERAL PROVISIONS

- 11** This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity shall use **the Standard Tender Evaluation Document for Goods and Works** for evaluating Tenders.
- 12** Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:
- For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
 - Value of single contract - Exchange rate prevailing on the date of the contract signature.
 - Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

13 EVALUATION AND CONTRACT AWARD CRITERIA

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that(i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

2.0 PRELIMINARY EXAMINATION FOR DETERMINATION OF RESPONSIVENESS

Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other mandatory requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements provided for in the preliminary evaluation criteria outlined below. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered non- responsive and will not be considered further.

The following mandatory requirements shall be used for determination of Responsiveness at the preliminary evaluation.

A. Preliminary and Mandatory Requirements Checklist

S/No	PRELIMINARY EVALUATION CRITERIA / MANDATORY REQUIREMENTS FOR MAIN CONTRACTOR
MR1	Original Tender document must be TAPE-BOUND and submitted alongside a Soft Copy (PDF & Excel) as per TDS 20.1. Tender documents submitted as spiral bound or in a box file SHALL AUTOMATICALLY BE DISQUALIFIED . In addition, the documents must be chronologically serialized on all pages and attachments.
MR2	Form of Tender in the company Letter head duly Completed, Signed and Stamped by The Tenderer in the format provided, and prepared in accordance with ITT 12 and ITT 14
MR3	The Bills of Quantities section of the submitted Tender Document must be complete as issued , with no alteration, addition or qualification of any kind whatsoever made by the Tenderer to the text of the document. Any alterations, additions or qualifications shall be considered as material deviations
MR4	Certified copy of Registration certificate from National Construction Authority, Category NCA1 and above in Building works (General Building Contractor), and the current Practicing License. (For Kenyan Contractors, the required level of registration is NCA, Category 1, Building Works with Kenyan National Construction Authority. All other (main/ prime contractors) outside Kenya

	must have a registration or certification, in their respective country, that is demonstrably equivalent to Kenya's NCA, Category 1. Contractors must visit the NCA website to self-assess their registration level and provide sufficient detail to demonstrate the equivalence of their registration/certification to NCA, Category 1.)
MR5	Provide proof of registration with the National Construction Authority for Specialized (Sub)Contractors under ITT 34.3, in accordance with ITT 11.1(h).
MR6	A Tender Security shall be required. The said Tender Security shall be Kenya Shillings Sixty Million (Kshs.60,000,000) issued by a Reputable Financial Institution Valid for a period of 180 days from the tender opening date. The format to match the provided Form; “FORM OF TENDER SECURITY- [Option 1–Demand Bank Guarantee]”
MR7	Provide Written Form of Power Attorney for authorizing signatory of the bidder, signed by Commissioner for Oaths.
MR8	Site visit Certificate (To be confirmed)
MR9	Copies of audited accounts and bank statements for each of the last three year(s) beginning from the most recent year (2021, 2022 and 2023).
MR10	Certified Copy of Company Registration / Incorporation Certificates. (For Main Contractor and Domestic Sub Contractors) - (certified by commissioner for oaths)
MR11	Provide letter of Authority to seek references from bidder’s bank (letter addressed to specific Banks giving authority to Client to verify the bank statements for the Main Contractor).
MR12	Certified copy of Valid Tax Compliance Certificate, including a certified copy of the company’s Pin Certificate. (For Main Contractor and Domestic Sub Contractors). Tax Compliance Certificates with “Invalid” or “Withdrawn” status shall result to AUTOMATIC DISQUALIFICATION.
MR13	Dully filled, signed and stamped Confidential Business Questionnaire as per enclosed format. In case of a joint venture all parties must submit a valid confidential business questionnaire as per attached format;
MR14	A copy of company’s list of directors, beneficial owners, National Identity Card(s) for Sole Proprietorship/Partnership; (Copy of CR12 / CR13) issued within the last 12 months and showing the list of directors (certified by commissioner for oaths).
MR16	Compliance with TDS - ITT 35.2 (e): Tenderers who have three (3) or more ongoing projects with the State Department for Housing and Urban Development will NOT be considered for award unless the Tenderer demonstrates that they have achieved a minimum completion rate of 40% for the three or more ongoing projects. Tenderer to attach the most-current Interim Payment Certificate issued by the State Department as supporting documentation.
	NB: Bidders who do not meet all of the above requirements shall be considered non-responsive and their tenders will not be evaluated further. In case of Joint Ventures (JVs), Parties must provide the documents. Joint Ventures to provide Power of Attorney and intent letter to enter Joint Venture. For copies of Original Documents to be accepted as valid, they must be certified by a commissioner of oath. The Bidder must attach a valid annual practicing license and active email address for commissioner of oaths.

STAGE 2: TECHNICAL EVALUATION CRITERIA FOR THE BIDDERS

Detailed Technical Examination

After the Preliminary Examination, the Procuring Entity shall conduct a Detailed Technical Evaluation on the responsive tenders to ensure they meet the technical requirements provided for in the Detailed Technical Evaluation criteria outlined below. Points shall be awarded as follows: -

No	Parameter	Maximum Points
1	Key Personnel	10
2	General Experience	5
3	Specific Construction Experience	25
4	Schedules of Contractor's equipment	10
5	Audited Financial Report for the last 3 years	15
6	Evidence of Financial Resources	25
7	Provision of calculations for Debt Profile: EBITDA / Interest (x times) from the audited financial states for the last three (3) years	5
8	Detailed Works Program and Methodology	5
Total		100

Tenders that do not meet the minimum required points of **70 points** in the Detailed Technical Evaluation will be considered non- responsive and will not be considered further.

Item	Description	Points Scored	Max. Points
1	Key Personnel as detailed here under NB: Attach Curriculum Vitae and certificates		10
	Project Manager for the firm <ul style="list-style-type: none"> • With relevant qualifications; qualification (1 mk) and registration (1 mk) - Total (2 mks) • With over 5 years' experience in similar works (2 mks) • With over 10 years' general experience (2 mk) • With experience below the requirements (0 mks) 		6
	Site Agent with the relevant Qualifications <ul style="list-style-type: none"> • With relevant qualifications; - Total (1 mk) • With over 5 years' experience in similar works (2 mk) • With over 10 years' general experience (1 mk) • With experience below the requirements (0 mks) 		4
2.	General Experience <ul style="list-style-type: none"> • Has been practicing as a Contractor for the last 10 years. (0.5 mk per year) 		5
3.	Specific Experience (5 No. Projects) NB: Attach Letter of Award, Certificates of Completion and Recommendation from the Client for EACH project. A bidder who fails to provide this requirement shall NOT be scored. <ul style="list-style-type: none"> • Project of similar nature, complexity, magnitude (Project value of Kshs.2 Billion) - 5 marks per project • Project of similar nature and complexity but of lower value than the one in consideration (Points prorated) • Not undertaken/completed project of similar nature (0 mks) 		25
4.	Schedules of Contractor's equipment For each specific equipment required in the construction work being tendered for. The awarding of marks for the categories will be as follows: <ul style="list-style-type: none"> ✓ Item 1 and 2 - 2 marks for meeting each category ✓ 3,4,5,6,7, 8, 9 and 10 - 1 mk for meeting each category 		10

Item	Description	Points Scored	Max. Points
5.	<p>Financial report: Audited financial report for the last Three [3] years (2021, 2022 and 2023)</p> <ul style="list-style-type: none"> Annual Turnover greater or equal to Kshs. 9,000,000,000 (Max Points) Annual Turnover below Kshs. 9,000,000,000 (Points prorated) Has not demonstrated/given evidence for turnover - (zero points) <p><i>NB: Bidders may provide consolidated financial statements if cash and cash equivalents are in separate project companies</i></p>		15
6.	<p>Evidence of financial resources: Cash in hand, Lines of Credit, overdraft facility, e.t.c (attach evidence)</p> <ul style="list-style-type: none"> Has financial resources equal or above Kshs. 500,000,000.00 (Max Points) Has financial resources below Kshs. 500,000,000.00 (Points prorated) Has not demonstrated/given evidence for the financial resources (zero points) <p><i>NB: Bidders may provide consolidated financial statements if cash and cash equivalents are in separate project companies</i></p>		25
7.	<p>Provision of calculations for Debt Profile: EBITDA / Interest (x times) from the audited financial states for the last three (3) years</p> <ul style="list-style-type: none"> Debt profile greater than or equal to 2x (5 mks) Debt profile between 1.5x and 2x (3 mks) Debt profile between 1x and 1.5x (1 mk) Debt profile below 1x (Zero mks) <p><i>NB: Bidders may provide consolidated financial statements if cash and cash equivalents are in separate project companies</i></p>		5
8.	<p>Detailed works program outlining the methodology of implementing the project to completion including the defects liability period.</p>		5
	<p>Adequacy of the proposed Works program:</p> <ul style="list-style-type: none"> Has attached a clear and legible Works Program (1mk) Program captures all elements specific to the proposed works (1mk) Program covers the required timeline and all elements are reasonably scheduled. (0.5 mk) 		2.5
	<p>Adequacy of the proposed methodology:</p> <ul style="list-style-type: none"> Captures the Contractor's Organization structure. (1mk) Captures all elements specific to the proposed works. (1mk) Captures the inclusion of all statutory requirements specific to the works (OSHA, NCA, NEMA, Stakeholder engagement, e.t.c.) (0.5 mk) 		2.5
	TOTAL POINTS		100
	MINIMUM POINTS		70

NB: Tenders attaining the minimum score of 70 points in the detailed technical evaluation shall be subjected to financial evaluation and comparison to determine the lowest evaluated price of the tender.

D. Financial Evaluation:

Financial Evaluation shall comprise of the following:

- a) **Completeness of the Bills of Quantities:** The Bills of Quantities section of the submitted Tender Document must be complete as issued, with no alteration, addition or qualification of any kind whatsoever made by the Tenderer to the text of the document. Any alterations, additions or qualifications shall be considered as material deviations as per ITT 31 and shall lead to Disqualification.
- b) **Examination of unit rates:** Each bid shall be subjected to an evaluation of unit rates. Bids shall be assessed to confirm uniformity and consistency in rates of similar individual line items. Bids not meeting this criterion shall be disqualified and error checks shall not be undertaken.
- c) **Error checks:** Successful bids from the examination of unit rates shall be evaluated for arithmetic errors. All arbitrary additions to the tender document shall be considered as arithmetic errors. An assessment of the bids taking into consideration the Tender Sum, corrections relating to arithmetic errors and any discounts offered shall be done to determine the bids' Evaluated Tender Sum.
- d) **Conformance with the estimated cost:** **The estimate for the project is Kshs Kshs.5,900,000,000.00 with a total plinth area of 125,699 Sqm . The development cost (all-inclusive for the built-up structures and all the external works) shall be up to Ksh. 40,000 per square metre based on the plinth areas.**

TENDERERS FAILING TO COMPLY WITH THIS REQUIREMENT SHALL BE DISQUALIFIED.

- e) **Ranking of the bids:** Ranking of the bids using their Evaluated Tender Sums shall be undertaken. The ranking shall be used to determine the bid with the Lowest Evaluated Tender sum, which shall be considered for award.

40 MULTIPLE CONTRACTS

- 41** Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and a lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

OPTION 1

- (i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- (ii) If a tenderer wins more than one Lot, the tender will be awarded a contract for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots. The tenderer will be awarded only the combinations for which the tenderer qualifies and the others will be considered for award to second lowest the tenderers.

OPTION 2

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combination with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combination provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

5.0 ALTERNATIVE TENDERS (ITT 13.1) N/A

Alternative Tenders (ITT 13.1)

An alternative if permitted under ITT 3.1, will be evaluated as follows:

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2 - Works requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

60 MARGIN OF PREFERENCE – NOT APPLICABLE

- 61 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of the foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty- one percent (51%).
- 62 Contractors shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractors qualifies for a margin of preference.
- 63 After Tenders have been received and reviewed by the Procuring Entity, responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:
- i) *Group A:* tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
 - ii) *Group B:* tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).
- 64 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award of contract. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 6.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

7. Post qualification and Contract ward (ITT 39), more specifically,

- a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.
- b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.
 - i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya **Kenya Shillings Five Hundred Million (Kshs.500,000,000.00)**
 - ii) Minimum average annual construction turnover of Kenya Shillings **Nine Billion (Kshs. 9,000,000,000.00)**, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last **three (3) years**.
 - iii) At least **Five (5) no.** of contract(s) of a similar nature executed **within Kenya**, or the East African Community or a broad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value **Kenya shillings Four Billion Five Hundred Million (Kshs.4,500,000,000.00)** or equivalent.
 - iv) Contractor's Representative and Key Personnel, which are specified as

No.	Position	Total Work Experience (years)	Experience in Similar Works (years)
1	Project Manager (Bachelor of Architecture OR Bachelor of Quantity Surveying OR Civil Engineering OR Construction Management. all registered with relevant professional bodies).	10	5
2	Site Agent (Bachelor in Architecture OR Quantity Surveying OR Civil Engineering. all registered with relevant professional bodies).	10	5

- v) Contractors key equipment listed on the table “Contractor's Equipment” below and more specifically listed as

Item No.	Equipment Type and Characteristics	No. required
1	Batching Plant	1
2	45M Crane	1
3	Excavator 20 Ton	2
4	Tipper Truck 15 ton.	10
5	20-ton Roller	1
6	25-ton Shovel	1
7	20KVA Generator	1
8	Van. pick-up or similar utility vehicle	5
9	Dumpy Level	3
10	Total Station	1

- vi) Other Conditions depending on their seriousness

f) **History of non-performing contracts:**

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last **Three Years**. The required information shall be furnished in the appropriate form.

g) **Pending Litigation**

Financial position and prospective long-term profit ability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

h) **Litigation History**

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last **Three Years**. All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or on going under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

QUALIFICATION FORM*

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
1	Nationality	Nationality in accordance with ITT 3.6	Forms ELI – 1.1 and 1.2, with attachments	
2	Tax Obligations for Kenyan Tenderers	Has produced a current tax clearance certificate or tax exemption certificate issued by Kenya Revenue Authority in accordance with ITT 3.14.	Attachment	
3	Conflict of Interest	No conflicts of interest in accordance with ITT 3.3	Form of Tender	
4	PPRA Eligibility	Not having been declared ineligible by the PPRA as described in ITT 3.7	Form of Tender	
5	State- owned Enterprise	Meets conditions of ITT 3.8	Forms ELI – 1.1 and 1.2, with attachments	
6	Goods, equipment and services to be supplied under the contract	To have their origin in any country that is not determined ineligible under ITT 4.1	Forms ELI – 1.1 and 1.2, with attachments	
7	History of Non-Performing Contracts	Non-performance of a contract did not occur as a result of contractor default since 1st January 2021	Form CON-2	
8	Suspension Based on Execution of Tender/Proposal Securing Declaration by the Procuring Entity	Not under suspension based on-execution of a Tender/Proposal Securing Declaration pursuant to ITT 19.9	Form of Tender	
9	Pending Litigation	Tender's financial position and prospective long-term profitability still sound according to criteria established in 3.1 and assuming that all pending litigation will NOT be resolved against the Tenderer.	Form CON – 2	
10	Litigation History	No consistent history of court/arbitral award decisions against the Tenderer since 1st January 2021	Form CON – 2	
11	Financial Capabilities	(i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as Kenya Shillings One Billion (Kshs.1,000,000,000) equivalent for the subject contract(s) net of the Tenderer's other commitments.	Form FIN – 3.1, with attachments	

1	2	3	4	5
Item No.	Qualification Subject	Qualification Requirement	Document To be Completed by Tenderer	For Procuring Entity's Use (Qualification met or Not Met)
		<p>(ii) The Tenderers shall also demonstrate, to the satisfaction of the Procuring Entity, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.</p> <p>(iii) The audited balance sheets or, if not required by the laws of the Tenderer's country, other financial statements acceptable to the Procuring Entity, for the last 2 years shall be submitted and must demonstrate the current soundness of the Tenderer's financial position and indicate its prospective long-term profitability.</p>		
12	Average Annual Construction Turnover	Minimum average annual construction turnover of Seven Billion (Kshs.7,000,000,000) , equivalent calculated as total certified payments received for contracts in progress and/or completed within the last Three years , divided Three years .	Form FIN – 3.2	
13	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last Ten (10) years , starting 1st January 2014 .	Form EXP – 4.1	
14	Specific Construction & Contract Management Experience	<p>A minimum number of 3 (Three) similar contracts specified below that have been satisfactorily and substantially completed as a prime contractor, joint venture member, management contractor or sub-contractor between 1st January 2019 and tender submission deadline i.e. (number) contracts, each of minimum value Five Billion (Kshs.5,000,000,000.00) equivalent.</p> <p><i>[In case the Works are to be tender as individual contracts under multiple contract procedure, the minimum number of contracts required for purposes of evaluating qualification shall be selected from the options mentioned in ITT 35.4]</i></p> <p>The similarity of the contracts shall be based on the following: <i>[Based on Section VII, Scope of Works, specify the minimum key requirements in terms of physical size, complexity, construction method, technology and/or other characteristics including part of the requirements that may be met by specialized subcontractors, if permitted in accordance with ITT 34.3]</i></p>	Form EXP 4.2(a)	

SECTION IV - TENDERING FORMS

QUALIFICATION FORMS

1. FOREIGN TENDERERS 40%RULE

Pursuant to ITT 3.9, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition.

ITEM	Description of Work Item	Describe location of Source	COST in K. shillings	Comments, if any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub contracts from Local sources			
1				
2				
3				
4				
5				
C	Local materials			
1				
2				
3				
4				
5				
D	Use of Local Plant and Equipment			
1				
2				
3				
4				
5				
E	Add any other items			
1				
2				
3				
4				
5				
6				
	TOTAL COST LOCAL CONTENT		XXXXX	

2. FORM: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Tenderer.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

3. FORM PER -1

Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	Title of position: Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: [_____]	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position: <i>[insert title]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

4. FORM PER - 2:

Resume and Declaration - Contractor's Representative and Key Personnel.

Name of Tenderer

Position [#1]: <i>[title of position from Form PER-1]</i>		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: <i>[language and levels of speaking, reading and writing skills]</i>	
Details	Address of Procuring Entity:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present Procuring Entity:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
<i>[main project details]</i>	<i>[role and responsibilities on the project]</i>	<i>[time in role]</i>	<i>[describe the experience relevant to this position]</i>

Declaration

I, the undersigned [*insert either "Contractor's Representative" or "Key Personnel" as applicable*], certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender:

Commitment	Details
Commitment to duration of contract:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>
Time commitment:	<i>[insert period (start and end dates) for which this Contractor's Representative or Key Personnel is available to work on this contract]</i>

I understand that any misrepresentation or omission in this Form may:

- (a) be taken into consideration during Tender evaluation;
- (b) result in my disqualification from participating in the Tender;
- (c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel: [*insert name*]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature: _____

Date: (day month year): _____

5. TENDERERS QUALIFICATION WITHOUT PREQUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

51 FORM ELI -1.1

Tenderer Information

Form

Date: _____

ITT No. and title: _____

Tenderer's name
In case of Joint Venture (JV), name of each member:
Tenderer's actual or intended country of registration: <i>[indicate country of Constitution]</i>
Tenderer's actual or intended year of incorporation:
Tenderer's legal address [in country of registration]:
Tenderer's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 3.6 <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT 3.5 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 3.8, documents establishing: <ul style="list-style-type: none">• Legal and financial autonomy• Operation under commercial law<ol style="list-style-type: none">1. Establishing that the Tenderer is not under the supervision of the Procuring Entity2. Included are the organizational chart and a list of Board of Directors

52 FORM ELI -1.2

**Tenderer's JV Information Form
(to be completed for each member of Tenderer's JV)**

Date: _____

ITT No. and title: _____

Tenderer's JV name:
JV member's name:
JV member's country of registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information Name: _____ Address: _____ Telephone/Fax numbers: _____ E-mail address: _____
1. Attached are copies of original documents of <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 3.6. <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 3.5. 2. Included are the organizational chart and a list of Board of Directors.

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____
 Date: _____
 JV Member's Name _____
 ITT No. and title: _____

Non-Performed Contracts in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> Contract non-performance did not occur since 1 st January [insert year] specified in Section III, Evaluation and Qualification Criteria, Sub-Factor 2.1.			
<input type="checkbox"/> Contract(s) not performed since 1 st January [insert year] specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
<input type="checkbox"/> Contract(s) withdrawn since 1 st January [insert year] specified in Section III, Evaluation and Qualification Criteria, requirement 2.1			
Year	Non- performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Procuring Entity: [insert full name] Address of Procuring Entity: [insert street/city/country] Reason(s) for nonperformance: [indicate main reason(s)]	[insert amount]
Pending Litigation, in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3.			
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
		Contract Identification: _____ Name of Procuring Entity: _____ Address of Procuring Entity: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Procuring Entity: Address of Procuring Entity: Matter in dispute: Party who initiated the dispute: Status of dispute:	

Litigation History in accordance with Section III, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4.			
<input type="checkbox"/> Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: <i>[indicate complete contract name, number, and any other identification]</i> Name of Procuring Entity: <i>[insert full name]</i> Address of Procuring Entity: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

Include details relating to potential bid-rigging practices such as previous occasions where tenders were withdrawn, joint bids with competitors, subcontracting work to unsuccessful tenderers, etc.

5.4 FORM FIN – 3.1:

Financial Situation and Performance

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

5.4.1. Financial Data

Type of Financial information in _____ (currency)	Historic information for previous _____ years, _____ (amount in currency, currency, exchange rate*, USD equivalent)				
	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of Financial Position (Information from Balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Equity/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities (CL)					
Working Capital (WC)					
Information from Income Statement					
Total Revenue (TR)					
Profits Before Taxes (PBT)					
Cash Flow Information					
Cash Flow from Operating Activities					

*Refer to ITT 15 for the exchange rate

5.4.2 Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (Kenya Shilling equivalent)
1		
2		
3		

5.4.3 Financial documents

The Tenderer and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- (b) be independently audited or certified in accordance with local legislation.
- (c) be complete, including all notes to the financial statements.
- (d) correspond to accounting periods already completed and audited.

Attached are copies of financial statements¹ for the _____ years required above; and complying with the requirements

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Tender, the reason for this should be justified.

5.5 FORM FIN – 3.2:

Average Annual Construction Turnover

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Annual turnover data (construction only)			
Year	Amount Currency	Exchange rate	Kenya Shilling equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

* See Section III, Evaluation and Qualification Criteria, Sub-Factor 3.2.

5.6 FORM FIN – 3.3:

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section III, Evaluation and Qualification Criteria

Financial Resources		
No.	Source of financing	Amount (Kenya Shilling equivalent)
1		
2		
3		

5.7 FORM FIN – 3.4:

Current Contract Commitments / Works in Progress

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Current Contract Commitments					
No.	Name of Contract	Procuring Entity's Contact Address, Tel,	Value of Outstanding Work [Current Kenya Shilling /month Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [Kenya Shilling /month]
1					
2					
3					
4					
5					

5.8 FORM EXP - 4.1

General Construction Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Tenderer: _____ Amount of contract: _____ Name of Procuring Entity: _____ Address: _____	

5.9 FORM EXP - 4.2(a)

Specific Construction and Contract Management Experience

Tenderer's Name: _____
 Date: _____
 JV Member's Name _____
 ITT No. and title: _____

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	Kenya Shilling			
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				

5.9 FORM EXP - 4.2(a)

Specific Construction and Contract Management Experience

Tenderer's Name: _____
 Date: _____
 JV Member's Name _____
 ITT No. and title: _____

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount	Kenya Shilling			
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				

5.9 FORM EXP - 4.2 (a) (cont.)

Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

5.10 FORM EXP - 4.2(b)

Construction Experience in Key Activities

Tenderer's Name: _____

Date: _____

Tenderer's JV Member Name: _____

Sub-contractor's Name² (as per ITT 34): _____

ITT No. and title: _____

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: _

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			Kenya Shilling	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Procuring Entity's Name:				
Address: Telephone/fax number E-mail:				

² If applicable

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section III:	

- 2. Activity No. Two
- 3.

OTHER FORMS

6. FORM OF TENDER

INSTRUCTIONS TO TENDERERS

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

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

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

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

To: [Insert complete name of Procuring Entity]

Date of this Tender submission: [insert date (as day, month and year) of Tender submission] **Request for Tender No.:** [insert identification] **Name and description of Tender** [Insert as per ITT] **Alternative No.:** [insert identification No if this is a Tender for an alternative]

To: [insert complete name of Procuring Entity]

Dear Sirs,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum³ of Kenya Shillings [[Amount in figures] _____ Kenya Shillings [amount in words] _____]

The above amount includes foreign currency⁴ amount (s) of [state figure or a percentage and currency] [figures] _____ [words] _____

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Architect notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
3. We agree to adhere by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. We understand that you are not bound to accept the lowest or any tender you may receive.
5. We, the undersigned, further declare that:
 - i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;

³ This sum should be carried forward from the Summary of the Bills of Quantities.

⁴ The percentage quoted above should not include provisional sums, and not more than two foreign currencies are allowed.

- ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
- iii) Tender - Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
- iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
- v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
- vi) Option 1, incase of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; or

Option2, in case of multiple lots:

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

Name of Recipient	Address	Reason	Amount

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

- xvi) **Binding Contract:** We understand that this Tender, together with your written acceptance there of included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- xvii) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Most Advantageous Tender or any other Tender that you may receive;
- xviii) **Fraud and Corruption:** We here by certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption; and
- xix) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Tender Determination" attached below.
- xx) We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (*specify website*) during the procurement process and the execution of any resulting contract.
- xxi) **Beneficial Ownership Information:** We commit to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract in the event we are the successful tenderer in this subject procurement proceeding.

xxii) We, the Tenderer, have duly completed, signed and stamped the following Forms as part of our Tender:

- a) Tenderer's Eligibility; Confidential Business Questionnaire - to establish we are no tin any conflict to interest.
- b) Certificate of Independent Tender Determination - to declare that we completed the tender without colluding with other tenderers.
- c) Self-Declaration of the Tenderer - to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
- d) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

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

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

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

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

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

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

Date signed _____ day of _____, _____

Notes

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

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

FORM OF ALTERNATIVE TENDER (ALTERNATIVE TECHNOLOGY) - N/A

INSTRUCTIONS TO TENDERERS

- i) *The Tenderers who wish to offer Alternative Tender shall complete this Form of Alternative Tender (Alternative Technology). Tenderers who fill this Form of Alternative tender and does not complete Form No. 6: Form of Tender shall be disqualified.*
- ii) *The Tenderer must prepare this Form of Alternative Tender – Alternative Technology on stationery with its letterhead clearly showing the Tenderer's complete name and business address.*
- iii) *Alternative Tender shall be prepared in accordance with TDS ITT 13.1 – 13.4*
- iv) *All italicized text is to help the Tenderer in preparing this form.*
- v) *The Tenderer must prepare this Form of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and business address. Tenderers are reminded that this is a mandatory requirement.*
- vi) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDER DETERMINATION and the SELF DECLARATION FORMS OF THE TENDERER as listed under (xxii) below.*

Date of this Tender submission:.....[insert date (as day, month and year) of Tender submission] **Tender Name and Identification:**.....[insert identification] **Alternative No.:**.....[insert identification No if this is a Tender for an alternative]

To: [Insert complete name of Procuring Entity]

Date of this Tender submission: [insert date (as day, month and year) of Tender submission] **Request for Tender No.:** [insert identification] **Name and description of Tender** [Insert as per ITT) **Alternative No.:** [insert identification No if this is a Tender for an alternative]

To: [insert complete name of Procuring Entity]

Dear Sirs,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct and complete the Works and remedy any defects therein for the sum⁵ of Kenya Shillings [[Amount in figures] _____ Kenya Shillings [amount in words] _____

The above amount includes foreign currency⁶ amount (s) of [state figure or a percentage and currency] [figures] _____ [words] _____

- 2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Architect notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Special Conditions of Contract.
- 3. We agree to adhere by this tender until _____ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
- 4. We understand that you are not bound to accept the lowest or any tender you may receive.

⁵ This sum should be carried forward from the Summary of the Bills of Quantities.

⁶ The percentage quoted above should not include provisional sums, and not more than two foreign currencies are allowed.

5. We, the undersigned, further declare that:
- i) No reservations: We have examined and have no reservations to the tender document, including Addenda issued in accordance with ITT 28;
 - ii) Eligibility: We meet the eligibility requirements and have no conflict of interest in accordance with ITT 3 and 4;
 - iii) Tender - Securing Declaration: We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing or Proposal-Securing Declaration in the Procuring Entity's Country in accordance with ITT 19.8;
 - iv) Conformity: We offer to execute in conformity with the tendering documents and in accordance with the implementation and completion specified in the construction schedule, the following Works: *[insert a brief description of the Works]*;
 - v) Tender Price: The total price of our Tender, excluding any discounts offered in item 1 above is: *[Insert one of the options below as appropriate]*
 - vi) Option 1, in case of one lot: Total price is: *[insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies]*; or
Option2, in case of multiple lots:
 - (c) Total price of each lot *[insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]*; and
 - (d) Total price of all lots (sum of all lots) *[insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies]*;
- xxiii) Discounts: The discounts offered and the methodology for their application are:
- xxiv) The discounts offered are: *[Specify in detail each discount offered.]*
- xxv) The exact method of calculations to determine the net price after application of discounts is shown below: *[Specify in detail the method that shall be used to apply the discounts]*;
- xxvi) Tender Validity Period: Our Tender shall be valid for the period specified in TDS 18.1 (as amended, if applicable) from the date fixed for the Tender submission deadline specified in TDS 22.1 (as amended, if applicable), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- xxvii) Performance Security: If our Tender is accepted, we commit to obtain a Performance Security in accordance with the Tendering document;
- xxviii) One Tender Per Tender: We are not submitting any other Tender(s) as an individual Tender, and we are not participating in any other Tender(s) as a Joint Venture member or as a sub-contractor, and meet the requirements of ITT 3.4, other than alternative Tenders submitted in accordance with ITT 13.3;
- xxix) Suspension and Debarment: We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.
- xxx) State-owned enterprise or institution: *[select the appropriate option and delete the other]* *[We are not a state- owned enterprise or institution]/[We are a state-owned enterprise or institution but meet the requirements of ITT3.8]*;
- xxxi) Commissions, gratuities, fees: We have paid, or will pay the following commissions, gratuities, or fees with respect to the tender process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity].*

Name of Recipient	Address	Reason	Amount

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

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

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

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

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

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

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

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

Date signed _____ day of _____, _____

Notes

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

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

(a) **TENDERER'S ELIGIBILITY- CONFIDENTIAL BUSINESS QUESTIONNAIRE**

Instruction to Tenderer

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

(a) **Tenderer's details**

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

General and Specific Details

(b) **Sole Proprietor**, provide the following details.

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

(c) **Partnership**, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

(d) **Registered Company**, provide the following details.

I) Private or public Company _____

ii) State the nominal and issued capital of the Company_____

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

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

If yes, provide details as follows.

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

(iii) Conflict of interest disclosure

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

	Type of Conflict	Disclosure YES OR NO	If YES provide details of the relationship with Tenderer
	Tender document or specifications of the Contract, and/or the Tender evaluation process of such contract.		
8	Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the Contract.		

Certification

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

Full Name _____

Title or Designation _____

(Signature)

(Date)

a) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____
_____ [Name of Procuring Entity] for:
_____ [Name and number of tender] in
response to the request for tenders made by: _____ [Name of Tenderer] do hereby
make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of _____ [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs (5)(a) or(5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention r decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant tto paragraph (5)(b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph(5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name _____
Title _____
Date _____

[Name, title and signature of authorized agent of Tenderer and Date]

(c) **SELF-DECLARATION FORMS**

FORM SD1

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

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

1. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Direct or of (*insert name of the Company*) who is a Bidder in respect of **Tender No.** for (*insert tender title/description*) for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to here in above is true to the best of my knowledge, information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder Official Stamp

FORM SD2

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

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

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

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

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

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

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

.....
(Title)

.....
(Signature)

.....
(Date)

Bidder's Official Stamp

DECLARATION AND COMMITMENT TO THE CODE OF ETHICS

I (person) on behalf of (*Name of the Business/ Company/Firm*)
..... declare that I have read and fully understood the contents of the
Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in
Public Procurement and Asset Disposal and my responsibilities under the Code.

I do here by commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement
and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address..... Telephone.....

E-mail.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name.....

Sign.....

Date.....

(d) APPENDIX 1 - FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1 above.

2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or as set disposal proceeding;
- 2) A person referred to under subsection (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;
- 5) An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -
 - a) Shall not take part in the procurement proceedings;
 - b) shall not, after a procurement contract has been entered in to, take part in any decision relating to the procurement or contract; and
 - c) shall not be a subcontract or for the tender to whom was awarded contract, or a member of the group of tenderers to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.
- 6) An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;
- 7) If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5)(a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the awarding officer. Etc.

3. In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
- i) “Corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) “Fraudulent practice” is any act or omission, including is representation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) “collusive practice “is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party; “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - iv) “Obstructive practice” is:
 - Deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3 e. below.
- b) Defines more specifically, in accordance with the above procurement Act provisions set forth for fraudulent and collusive practices as follows:
- "Fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal processor the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.
- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - d) Pursuant to the Kenya's above stated Acts and Regulations, may recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Acts and Regulations;
 - e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring(i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
 - f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a “Self-Declaration Form” as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

¹For the avoidance of doubt, a party's in eligibility to be awarded a contract shall includee, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and tendering, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

²Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Investigating Authority or persons appointed by the Procuring Entity to address specific matters related to investigations/audits, suc has evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copyor electronic format) deemed relevant for th einvestigation/audit, and making copies there of as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

FORM OF TENDER SECURITY-[Option 1–Demand Bank Guarantee]

Beneficiary: _____

Request for Tenders No:

Date: _____

TENDER GUARANTEE No.: _____

Guarantor: _____

1. We have been informed that _____ (here in after called "the Applicant") has submitted or will submit to the Beneficiary its Tender (here in after called" the Tender") for the execution of _____ under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - (a) has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension thereto provided by the Applicant; or
 - b) having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension there to provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORMAT OF TENDER SECURITY [Option 2–Insurance Guarantee]

TENDER GUARANTEE No.: _____

1. Whereas [*Name of the tenderer*] (hereinafter called “the tenderer”) has submitted its tender dated [*Date of submission of tender*] for the [*Name and/or description of the tender*] (hereinafter called “the Tender”) for the execution of _____ under Request for Tenders No. _____ (“the ITT”).

2. KNOW ALL PEOPLE by these presents that WE of [**Name of Insurance Company**] having our registered office at (hereinafter called “the Guarantor”), are bound unto [*Name of Procuring Entity*] (hereinafter called “the Procuring Entity”) in the sum of (Currency and guarantee amount) for which payment well and truly to be made to the said Procuring Entity, the Guarantor binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with the Common Seal of the said Guarantor this ____ day of _____ 20 ____.

3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Applicant:
- a) has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension thereto provided by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Procuring Entity's Tendering document.

then the guarantee undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.

5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[Date]

[Signature of the Guarantor]

[Witness]

[Seal]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

FORM OF TENDER - SECURING DECLARATION

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

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

Tender No.: *[insert number of tendering process]*

To: *[insert complete name of Purchaser]* I/We, the undersigned, declare that:

- 1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
- 2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we—(a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
- 3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
- 4. I/We understand that if I am /we are/ in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:..... Capacity/title (director or partner or sole proprietor, etc.)

Name:..... Duly authorized to sign the bid for and on behalf of: *[insert complete name of Tenderer]*

Dated on day of, *[Insert date of signing]* Seal or stamp

Appendix to Tender

Schedule of Currency requirements

Summary of currencies of the Tender for _____ *[insert name of Section of the Works]*

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency: _____	
Foreign currency #1: _____	
Foreign currency #2: _____	
Foreign currency #3: _____	
Provisional sums expressed in local currency _____	<i>[To be entered by the Procuring Entity]</i>

PART II - WORKS REQUIREMENTS

SECTION V - BILLS OF QUANTITIES

Provided as an Annex

SECTION VI – SPECIFICATIONS

As detailed in the Bills of Quantities

SECTION VII – DRAWINGS

Provided as an Annex

PART III - THE CONDITIONS OF CONTRACT AND CONTRACT

SECTION VIII - GENERAL CONDITIONS OF CONTRACT (GCC)

STATE DEPARTMENT FOR HOUSING AND URBAN DEVELOPMENT

PROPOSED CONSTRUCTION OF SOCIAL HOUSING AND ASSOCIATED INFRASTRUCTURE IN MARIGUINI, NAIROBI COUNTY

1 GENERAL PROVISIONS

1.1 Definitions

In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated below. Words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

“**Accepted Contract Amount**” means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.

“**Base Date**” means a date 30 day prior to the submission of tenders.

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

“**Completion Date**” means the date of completion of the Works as certified by the Engineer.

“**Contract Price**” means the price defined in the contract and thereafter as adjusted in accordance with the provisions of the Contract.

“**Contract**” means the agreement entered into between the Procuring Entity 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.

“**Contractor's Documents**” means the calculations, computer programs and other software, progress reports, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.

“**Contractor's Equipment**” means all apparatus, machinery, vehicles and other things required for the execution and completion of the Works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Procuring Entity's Equipment (if any), Plant, Materials and any other things intended to form or forming part of the Permanent Works.

“**Contractor's Personnel**” means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labor and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

“**Contractor's Representative**” means the person named by the Contractor in the Contractor appointed from time to time by the Contractor who acts on behalf of the Contractor.

“**Contractor**” means the person(s) named as contractor in the Form of Tender accepted by the Procuring Entity.

“**Cost**” means expenditure reasonably incurred (or to be incurred) by the Contractor, whether on or off the Site, including overhead and similar charges, but does not include profit.

“**Day**” means a calendar day and “**year**” means 365 days.

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

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

“Defects Liability Certificate” means the certificate issued by Architect upon correction of defects by the Contractor.

“Defects Liability Period” means the period named in the Special Conditions of Contract and calculated from the Completion Date, within which the contractor is liable for any defects that may develop in the handed over works.

“Defects Notification Period” means the period for notifying defects in the Works or a Section (as the case may be) under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], which extends over the days stated in the Special Conditions of Contract.

“Drawings” means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract.

“Final Payment Certificate” means the payment certificate issued under Sub-Clause 14.13 [Issue of Final Payment Certificate].

“Final Statement” means the statement defined in Sub-Clause 14.11 [Application for final Payment Certificate].

“Force Majeure” is defined in Clause 19 [Force Majeure].

“Foreign Currency” means a currency of another country (not Kenya) in which part (or all) of the Contract Price is payable, but not the Local Currency.

“Goods” means Contractor's Equipment, Materials, Plant and Temporary Works, or any of them as appropriate.

“Interim Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment], other than the Final Payment Certificate.

“Laws” means all national legislation, statutes, ordinances, and regulations and by-laws of any legally constituted public authority.

“Letter of Acceptance” means the letter of formal acceptance of a tender, signed by Procuring Entity, including any annexed memoranda comprising agreements between and signed by both Parties.

“Local Currency” means the currency of Kenya.

“Materials” means things of all kinds (other than Plant) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.

“Notice of Dissatisfaction” means the notice given by either Party to the other under Sub-Clause 20.3 indicating its dissatisfaction and intention to commence arbitration.

“Special Conditions of Contract” means the pages completed by the Procuring Entity entitled Special Conditions of Contract which constitute Part A of the Special Conditions.

“Party” means the Procuring Entity or the Contractor, as the context requires.

“Payment Certificate” means a payment certificate issued under Clause 14 [Contract Price and Payment].

“Performance Certificate” means the certificate issued under Sub-Clause 11.9 [Performance Certificate].

“Performance Security” means the security (or securities, if any) under Sub-Clause 4.2 [Performance Security].

“Permanent Works” means the permanent works to be executed by the Contractor under the Contract.

“Plant” means the apparatus, machinery and other equipment intended to form or forming part of the Permanent Works, including vehicles purchased for the Procuring Entity and relating to the construction or operation of the Works.

“Procuring Entity's Equipment” means the apparatus, machinery and vehicles (if any) made available by the

Procuring Entity for the use of the Contract or in the execution of the Works, as stated in the Specification; but does not include Plant which has not been taken over by the Procuring Entity.

“Procuring Entity's Personnel” means the Engineer, the Engineer, the assistants and all other staff, labor and other employees of the Architect and of the Procuring Entity; and any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as Procuring Entity's Personnel.

“Procuring Entity” means the Entity named in the Special Conditions of Contract.

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

“Engineer” means the person appointed by the Procuring Entity to act as the Architect for the purposes of the Contract and named in the Special Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor

“Provisional Sum” means a sum (if any) which is specified in the Contract as a provisional sum, for the execution of any part of the Works or for the supply of Plant, Materials or services under Sub-Clause 13.5 [Provisional Sums].

“Retention Money” means the accumulated retention moneys which the Procuring Entity retains under Sub-Clause 14.3 [Application for Interim Payment Certificates] and pays under Sub-Clause 14.9 [Payment of Retention Money].

“Schedules” means the document(s) entitled schedules, completed by the Contractor and submitted with the Form of Tender, as included in the Contract.

“Section” means a part of the Works specified in the Special Conditions of Contract as a Section (if any)

“Site Investigation Reports” are those reports that may be included in the tendering documents which a ref actual and interpretative about the surface and sub-surface condition sat the Site.

“Site” means the places where the Permanent Works are to be executed, including storage and working areas, and to which Plant and Materials are to be delivered, and any other places as may be specified in the Contract as forming part of the Site.

“Specification” means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such document specifies the Works.

“Start Date” or “Commencement 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).

“Statement” means a statement submitted by the Contractor as part of an application, under Clause 14 [Contract Price and Payment], for a payment certificate.

“Subcontractor” means any person named in the Contract as a subcontractor, or any person appointed as a subcontractor, for a part of the Works.

“Taking-Over Certificate” means a certificate issued under Clause 10 [Procuring Entity's Taking Over].

“Temporary Works” means all temporary works of every kind (other than Contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.

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

“Tender” means the Form of Tender and all other documents which the Contractor submitted with the Form of Tender, as included in the Contract.

“Tests after Completion” means the tests (if any) which are specified in the Contract and which are carried out in

accordance with the Specification after the Works or a Section (as the case may be) are taken over by the Procuring Entity.

“Tests on Completion” means the tests which are specified in the Contractor agreed by both Parties or instructed as a Variation, and which are carried out under Clause 9 [Tests on Completion] before the Works or a Section (as the case may be) are taken over by the Procuring Entity.

“Time for Completion” means the time for completing the Works or a Section (as the case may be) as stated in the Special Conditions of Contract (with any extension calculated from the Commencement Date.

“Unforeseeable” means not reasonably foreseeable by an experienced contractor by the Base Date.

“Variation” means any change to the Works, which is instructed or approved as a variation under Clause 13 [Variations and Adjustments].

“Works” means the items the Procuring Entity requires the Contractor to undertake as defined in the Appendix to Conditions of Contract. **“Works” may** also mean the Permanent Works and the Temporary Works, or either of them as appropriate.

1.2 Interpretation

In the Contract, except where the context requires otherwise:

- a) Words indicating one gender include all genders;
- b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record; and

The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

1.3 Communications

1.3.1 Wherever these Conditions provide for the giving or issuing of approvals, certificates, consents, determinations, notices, requests and discharges, these communications shall be:

- a) In writing and delivered by hand (against receipt), sent by mail or courier, or transmitted using any of the agreed systems of electronic transmission as stated in the Special Conditions of Contract; and
- b) delivered, sent or transmitted to the address for the recipient's communications as stated in the Special Conditions of Contract. However:
 - i) if the recipient gives notice of another address, communications shall thereafter be delivered accordingly; and
 - ii) if the recipient has not stated otherwise when requesting an approval or consent, it may be sent to the address from which the request was issued.

1.3.2 Approvals, certificates, consents and determinations shall not be unreasonably withheld or delayed. When a certificate is issued to a Party, the certifier shall send a copy to the other Party. When a notice is issued to a Party, by the other Party or the Engineer, a copy shall be sent to the Architect or the other Party, as the case may be.

1.4 Law and Language

1.4.1 The Contract shall be governed by the laws of **Kenya**.

1.4.2 The ruling language of the Contract shall be **English**.

1.5 Priority of Documents

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- a) The Contract Agreement,
- b) The Letter of Acceptance,
- c) The Special Conditions – Part A,
- d) the Special Conditions – Part B
- e) the General Conditions of Contract
- f) the Form of Tender,
- g) the Specifications and Bills of Quantities
- h) the Drawings, and
- i) the Schedules and any other documents forming part of the Contract.

If an ambiguity or discrepancy is found in the documents, the Architect shall issue any necessary clarification or instruction.

1.6 Contract Agreement

The Parties shall enter into a Contract Agreement within 14 days after the Contractor receives the Contract Agreement unless the Special Conditions establish otherwise. The Contract Agreement shall be based upon the form annexed to the Special Conditions. The costs of stamp duties and similar charges (if any) imposed by law in connection with entry into the Contract Agreement shall be borne by the Procuring Entity.

1.7 Assignment

The Contractor shall not assign the whole or any part of the Contract or any benefit or interest in or under the Contract. However, the contractor:

- a) May as sign the whole or any part with the prior consent of the Procuring Entity, and
- b) may, as security in favor of a bank or financial institution, assign its right to moneys due, or to become due, under the Contract.

1.8 Care and Supply of Documents

- 1.81 The Specifications and Drawings shall be in the custody and care of the Procuring Entity. Unless otherwise stated in the Contract, two copies of the Contract and of each subsequent Drawings and Bills of Quantities shall be supplied to the Contractor, who may make or request further copies at the cost of the Contractor.
- 1.82 Each of the Contractor's Documents shall be in the custody and care of the Contractor, unless and until taken over by the Procuring Entity. Unless otherwise stated in the Contract, the Contractor shall supply to the Architect two copies of each of the Contractor's Documents.
- 1.83 The Contractor shall keep on the Site, a copy of the Contract, publications named in the Specification, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Procuring Entity's Personnel shall have the right of access to all these documents at all reasonable times.
- 1.84 If a Party becomes aware of an error or defect in a document which was prepared for use in executing the Works, the Party shall promptly give notice to the other Party of such error or defect.

1.9 Timely provision of Drawings or Instructions

- 1.91 The Contractor shall give notice to the Architect whenever the Works are likely to be delayed or disrupted if any necessary drawing or instruction is not issued to the Contractor within a particular time, which shall be reasonable. The notice shall include details of the necessary drawing or instruction, details of why and by when it should be issued, and the nature and amount of the delay or disruption likely to be suffered if it is late.
- 1.92 If the Contractor suffers delay and/or incurs Cost as a result of a failure of the Architect to issue the notified drawing or instruction within a time which is reasonable and is specified in the notice with supporting details, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
 - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and

b) payment of any other associated costs accrued, which shall be included in the Contract Price.

1.93 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

1.94 However, if and to the extent that the Architect failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, or costs accrued.

1.10 Procuring Entity's Use of Contractor's Documents

1.101 As agreed between the Parties, the Contractor shall retain the copyright and other intellectual property rights in the Contractor's Documents and other design documents made by (or on behalf of) the Contractor.

1.102 The Contractor shall be deemed (by signing the Contract) to give to the Procuring Entity a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the Contractor's Documents, including making and using modifications of them. This license shall:

- a) apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Works,
- b) entitle any person in proper possession of the relevant part of the Works to copy, use and communicate the Contractor's Documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and demolishing the Works, and
- c) in the case of Contractor's Documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

1.103 The Contractor's Documents and other design documents made by (or on behalf of) the Contractor shall not, without the Contractor's consent, be used, copied or communicated to a third party by (or on behalf of) the Procuring Entity for purposes other than those permitted under Sub-Clause 1.10.2.

1.11 Contractor's Use of Procuring Entity's Documents

As agreed between the Parties, the Procuring Entity shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Procuring Entity. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Procuring Entity's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

1.12 Confidential Details

1.121 The Contractor's and the Procuring Entity's Personnel shall ensure confidentiality at all times. The confidentiality shall survive termination or completion of the contract. They shall disclose all such confidential and other information as may be reasonably required in order to verify compliance with the Contract and allow its proper implementation.

1.122 The Contractor's and the Procuring Entity's Personnel shall also treat the details of the Contract as private and confidential, except to the extent necessary to carry out their respective obligations under the Contract or to comply with applicable Laws. Each of them shall not publish or disclose any particulars of the Works prepared by the other Party without the previous agreement of the other Party. However, the Contractor shall be permitted to disclose any publicly available information, or information otherwise required to establish his qualifications to compete for other projects.

1.13 Compliance with Laws

The Contractor shall, in performing the Contract, comply with applicable Laws. Unless otherwise stated in the Special Conditions of Contract:

- a) The Procuring Entity shall have obtained (or shall obtain) the planning, zoning, building permit or similar permission for the Permanent Works, and any other permissions described in the Specifications as having been (or to be) obtained by the Procuring Entity; and the Procuring Entity shall indemnify and hold the Contractor harmless against and from the consequences of any failure to do so; and

- b) the Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the Works and the remedying of any defects; and the Contractor shall indemnify and hold the Procuring Entity harmless against and from the consequences of any failure to do so, unless the Contractor is impeded to accomplish these actions and shows evidence of its diligence.

1.14 Joint and Several Liability

If the Contractor constitutes (under applicable Laws) a joint venture, consortium or other unincorporated grouping of two or more persons:

- a) These persons shall be deemed to be jointly and severally liable to the Procuring Entity for the performance of the Contract;
- b) these persons shall notify the Procuring Entity of their leader who shall have authority to bind the Contractor and each of these persons; and
- c) the Contractor shall not alter its composition or legal status without the prior consent of the Procuring Entity.

1.15 Inspections and Audit by the Procuring Entity

Pursuant to paragraph 2.2(e). of Appendix B to the General Conditions, the Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Public Procurement Regulatory Authority, Procuring Entity and/or persons appointed or designated by the Government of Kenya to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Procuring Entity if requested by the Procuring Entity. The Contractor's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 15.6 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Procuring Entity's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Procuring Entity's prevailing sanctions procedures).

2 THE PROCURING ENTITY

21 Right of Access to the Site

- 21.1 The Procuring Entity shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the **Special Conditions of Contract**. The right and possession may not be exclusive to the Contractor. If, under the Contract, the Procuring Entity is required to give (to the Contractor) possession of any foundation, structure, plant or means of access, the Procuring Entity shall do so in the time and manner stated in the Specification. However, the Procuring Entity may withhold any such right or possession until the Performance Security has been received.
- 21.2 If no such time is stated in the Special Conditions of Contract, the Procuring Entity shall give the Contractor right of access to, and possession of, the Site within such times as required to enable the Contractor to proceed without disruption in accordance with the programme submitted under Sub-Clause 8.3 [Programme].
- 21.3 If the Contractor suffers delay and/or incurs Cost as a result of a failure by the Procuring Entity to give any such right or possession within such time, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
 - a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such Cost-plus profit, which shall be included in the Contract Price.
- 21.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 21.5 However, if and to the extent that the Procuring Entity's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time, Cost or profit.

22 Permits, Licenses or Approvals

2.21 The Procuring Entity shall provide, at the request of the Contractor, such reasonable assistance as to allow the Contractor to obtain properly:

- a) Copies of the Laws of Kenya which are relevant to the Contract but are not readily available, and
- b) any permits, licenses or approvals required by the Laws of Kenya:
 - i) which the Contractor is required to obtain under Sub-Clause 1.13 [Compliance with Laws],
 - ii) for the delivery of Goods, including clearance through customs, and
 - iii) for the export of Contractor's Equipment when it is removed from the Site.

23 Procuring Entity's Personnel

The Procuring Entity shall be responsible for ensuring that the Procuring Entity's Personnel and the Procuring Entity's other contractors on the Site:

- a) co-operate with the Contractor's efforts under Sub-Clause 4.6 [Co-operation], and
- b) take actions similar to those which the Contractor is required to take under sub-paragraphs (a), (b) and (c) of Sub-Clause 4.8 [Safety Procedures] and under Sub-Clause 4.18 [Protection of the Environment].

24 Procuring Entity's Financial Arrangements

The Procuring Entity shall make and maintain all necessary financial arrangements which will enable the Procuring Entity to pay the Contract Price punctually (as estimated at that time) in accordance with Clause 14 [Contract Price and Payment].

3 THE ENGINEER

3.1 Architect Duties and Authority

3.1.1 The Procuring Entity shall appoint the Architect who shall carry out the duties as signed to him in the Contract. The Architect staff shall include suitably qualified Assistants and other professionals who are competent to carry out these duties. The Architect Name and Address shall be provided in the **Special Conditions of Contract**.

3.1.2 The Architect shall have no authority to amend the Contract.

3.1.3 The Architect May exercise the authority attributable to the Architect as specified in or necessarily to be implied from the Contract. If the Architect is required to obtain the approval of the Procuring Entity before exercising a specified authority, the requirements shall be as stated in the **Special Conditions of Contract**. The Procuring Entity shall promptly inform the Contractor of any change to the authority attributed to the Engineer.

3.1.4 However, whenever the Architect exercises a specified authority for which the Procuring Entity's approval is required, then (for the purposes of the Contract) the contractor shall require the Architect to provide evidence of such approval before complying with the instruction.

3.1.5 Except as otherwise stated in these Conditions:

- a) Whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Architect shall be deemed to act for the Procuring Entity;
- b) the Architect has no authority to relieve either Party of any duties, obligations or responsibilities under the Contract;
- c) any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by the Architect (including absence of disapproval) shall not relieve the Contractor from any responsibility he has under the Contract, including responsibility for errors, omissions, discrepancies and non-compliances; and
- d) any act by the Architect in response to a Contractor's request shall be notified in writing to the Contractor within 14 days of receipt.

3.1.6 The following provisions shall apply:

The Architect shall obtain the specific approval of the Procuring Entity before taking action under the following Sub-Clauses of these Conditions:

- a) Sub-Clause 4.12: agreeing or determining an extension of time and/or additional cost.
- b) Sub-Clause 13.1: instructing a Variation, except;
 - i) In an emergency situation as determined by the Engineer, or
 - ii) If such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the **Special Conditions of Contract**.
- c) Sub-Clause 13.3: Approving a proposal for Variation submitted by the Contractor in accordance with Sub Clause 13.1 or 13.2.
- d) Sub-Clause 13.4: Specifying the amount payable in each of the applicable three currencies.

3.1.7 Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forth with comply, despite the absence of approval of the Procuring Entity, with any such instruction of the Engineer. The Architect shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Procuring Entity.

32 Delegation by the Engineer

3.2.1 The Architect may from time to time assign duties and delegate authority to assistants and may also revoke such assignment or delegation. These assistants may include a resident Engineer, and/or independent inspectors appointed to inspect and/ or test items of Plant and/or Materials. The assignment, delegation or revocation shall be in writing and shall not take effect until copies have been received by both Parties. However, unless otherwise agreed by both Parties, the Architect shall not delegate the authority to determine any matter in accordance with Sub-Clause 3.5 [Determinations].

3.2.2 Each assistant, to whom duties have been assigned or authority has been delegated, shall only be authorized to issue instructions to the Contractor to the extent defined by the delegation. Any approval, check, certificate, consent, examination, inspection, instruction, notice, proposal, request, test, or similar act by an assistant, in accordance with the delegation, shall have the same effect as though the act had been an act of the Engineer. However:

- a) Any failure to disapprove any work, Plant or Materials shall not constitute approval, and shall therefore not prejudice the right of the Architect to reject the work, Plant or Materials;
- b) If the Contractor questions any determination or instruction of an assistant, the Contractor may refer the matter to the Engineer, who shall promptly confirm, reverse or vary the determination or instruction.

33 Instructions of the Engineer

3.3.1 The Architect may issue to the Contractor (at any time) instructions and additional or modified Drawings which may be necessary for the execution of the Works and the remedying of any defects, all in accordance with the Contract. The Contractor shall only take instructions from the Engineer, or from an assistant to whom the appropriate authority has been delegated under Clause 3.2.1.

3.3.2 The Contractor shall comply with the instructions given by the Architect or delegated assistant, on any matter related to the Contract. Whenever practicable, their instructions shall be given in writing. If the Architect or a delegated assistant:

- a) Gives an oral instruction,
- b) receives a written confirmation of the instruction, from (or on behalf of) the Contractor, within two working days after giving the instruction, and

- c) does not reply by issuing a written rejection and/or instruction within two working days after receiving the confirmation,

Then the confirmation shall constitute the written instruction of the Architect or delegated assistant (as the case may be).

34 Replacement of the Engineer

If the Procuring Entity intends to replace the Engineer, the Procuring Entity shall, in not less than 21 days before the intended date of replacement, give notice to the Contractor of the name, address and relevant experience of the intended person to replace the Engineer.

35 Determinations

35.1 Whenever these Conditions provide that the Architect shall proceed in accordance with this Sub-Clause 3.5 to agree or determine any matter, the Architect shall consult with each Party in an endeavor to reach agreement. If agreement is not achieved, the Architect shall make a fair determination in accordance with the Contract, taking due regard of all relevant circumstances.

3.5.1 The Architect shall give notice to both Parties of each agreement or determination, with supporting particulars, within 30 days from the receipt of the corresponding claim or request except when otherwise specified. Each Party shall give effect to each agreement or determination unless and until revised under Clause 20 [Claims, Disputes and Arbitration].

4 THE CONTRACTOR

41 Contractor's General Obligations

4.1.1 The Contractor shall design (to the extent specified in the Contract), execute and complete the Works in accordance with the Contract and with the Architect instructions, and shall remedy any defects in the Works.

4.1.2 The Contractor shall provide the Plant and Contractor's Documents specified in the Contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

4.1.3 All equipment, material, and services to be incorporated in or required for the Works shall have their origin in any eligible source country.

4.1.4 The Contractor shall be responsible for the adequacy, stability and safety of all Site operations and of all methods of construction. Except to the extent specified in the Contract, the Contractor (i) shall be responsible for all Contractor's Documents, Temporary Works, and such design of each item of Plant and Materials as is required for the item to be in accordance with the Contract, and (ii) shall not otherwise be responsible for the design or specification of the Permanent Works.

4.1.5 The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.

4.1.6 If the Contract specifies that the Contractor shall design any part of the Permanent Works, then unless otherwise stated in the Special Conditions:

- a) The Contractor shall submit to the Architect the Contractor's Documents for this part in accordance with the procedures specified in the Contract;
- b) these Contractor's Documents shall be in accordance with the Specification and Drawings, shall be written in the language for communications defined in Sub-Clause 1.4 [Law and Language], and shall include additional information required by the Architect to add to the Drawings for co-ordination of each Party's designs;
- c) the Contractor shall be responsible for this part and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract; and
- d) prior to the commencement of the Tests on Completion, the Contractor shall submit to the Architect the "as-built" documents and, if applicable, operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Procuring Entity to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections] until

these documents and manuals have been submitted to the Engineer.

42 Performance Security

- 421 The Contractor shall obtain (at his cost) a Performance Security for proper performance, in the amount stated in the **Special Conditions of Contract** and denominated in the currency (ies) of the Contract or in a freely convertible currency acceptable to the Procuring Entity. If an amount is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.
- 422 The Contractor shall deliver the Performance Security to the Procuring Entity within 30 days after receiving the Notification of Award and shall send a copy to the Engineer. The Performance Security shall be issued by a reputable bank selected by the Contractor and shall be in the form annexed to the Special Conditions, as stipulated by the Procuring Entity in the Special Conditions of Contract, or in another form approved by the Procuring Entity.
- 423 The Contractor shall ensure that the Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the Performance Security until the Works have been completed and any defects have been remedied.
- 424 The Procuring Entity shall not make a claim under the Performance Security, except for amounts to which the Procuring Entity is entitled under the Contract.
- 425 The Procuring Entity shall indemnify and hold the Contractor harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from a claim under the Performance Security to the extent to which the Procuring Entity was not entitled to make the claim.
- 426 The Procuring Entity shall return the Performance Security to the Contractor within 14 days after receiving a copy of the Taking-Over Certificate.
- 427 Without limitation to the provisions of the rest of this Sub-Clause, whenever the Architect determines an addition or a reduction to the Contract Price as a result of a change in cost and/ or legislation, or as a result of a Variation, amounting to more than 25 percent of the portion of the Contract Price payable in a specific currency, the Contractor shall at the Architect request promptly increase, or may decrease, as the case may be, the value of the Performance Security in that currency by an equal percentage.

43 Contractor's Representative

- 431 The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. The Contractor's Representative's Name and Address shall be provided in the **Special Conditions of Contract**.
- 432 Unless the Contractor's Representative **is named in the Contract**, the Contractor shall, prior to the Commencement Date, submit to the Architect for consent the name and particulars of the person the Contractor proposes to appoint as Contractor's Representative. If consent is withheld or subsequently revoked in terms of Sub-Clause 6.9 [Contractor's Personnel], or if the appointed person fails to act as Contractor's Representative, the Contractor shall similarly submit the name and particulars of another suitable person for such appointment.
- 433 The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Contractor's Representative or appoint a replacement.
- 434 The whole time of the Contractor's Representative shall be given to directing the Contractor's performance of the Contract. If the Contractor's Representative is to be temporarily absent from the Site during the execution of the Works, a suitable replacement person shall be appointed, subject to the Architect prior consent, and the Architect shall be notified accordingly.
- 435 The Contractor's Representative shall, on behalf of the Contractor, receive instructions under Sub-Clause 3.3 [Instructions of the Engineer].
- 436 The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation. Any delegation or revocation shall not take effect until the Architect has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

4.3.7 The Contractor's Representative shall be fluent in the language for communications defined in Sub-Clause 1.4 [Law and Language]. If the Contractor's Representative's delegates are not fluent in the said language, the Contractor shall make competent interpreters available during all working hours in a number deemed sufficient by the Engineer.

44 Sub-contractors

4.4.1 The Contractor shall not subcontract the whole of the Works. The contractor may however subcontract the works as provided in Clause 34.2.

4.4.2 The Contractor shall be responsible for the acts or defaults of any Subcontractor, his agents or employees, as if they were the acts or defaults of the Contractor. Unless otherwise stated in the Special Conditions:

- a) The Contractor shall not be required to obtain consent to suppliers solely of Materials, or to a subcontract for which the Subcontractor is named in the Contract;
- b) The prior consent of the Procuring Entity shall be obtained to other proposed Subcontractors;
- c) the Contractor shall give the Procuring Entity not less than 14 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; and
- d) each subcontract shall include provisions which would entitle the Procuring Entity to require the subcontract to be assigned to the Procuring Entity under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Procuring Entity].

4.4.3 The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clause 1.12 [Confidential Details] apply equally to each Subcontractor.

4.4.4 Where practicable, the Contractor shall give fair and reasonable opportunity for contractors from Kenya to be appointed as Subcontractors.

45 Assignment of Benefit of Subcontract

If a Subcontractor's obligations extend beyond the expiry date of the relevant Defects Notification Period and the Engineer, prior to this date, instructs the Contractor to assign the benefit of such obligations to the Procuring Entity, then the Contractor shall do so. Unless otherwise stated in the assignment, the Contractor shall have no liability to the Procuring Entity for the work carried out by the Subcontractor after the assignment takes effect.

46 Co-operation

4.6.1 The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:

- a) The Procuring Entity's Personnel,
- b) Any other contractors employed by the Procuring Entity, and
- c) The personnel of any legally constituted public authorities, who may be employed in the execution on or near the Site of any work not included in the Contract.

4.6.2 Any such instruction shall constitute a Variation if and to the extent that it causes the Contractor to suffer delays and/or to incur Unforeseeable Cost. Services for these personnel and other contractors may include the use of Contractor's Equipment, Temporary Works or access arrangements which are the responsibility of the Contractor.

4.6.3 If, under the Contract, the Procuring Entity is required to give to the Contractor possession of any foundation, structure, plant or means of access in accordance with Contractor's Documents, the Contractor shall submit such documents to the Architect in the time and manner stated in the Specification.

47 Setting Out of the Works

4.7.1 The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

4.7.2 The Procuring Entity shall be responsible for any errors in these specified or notified items of reference, but

the Contractor shall use reasonable efforts to verify their accuracy before they are used.

4.73 If the Contractor suffers delay and/or incurs Cost from executing work which was necessitated by an error in these items of reference, and an experienced contractor could not reasonably have discovered such error and avoided this delay and/ or Cost, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) payment of any such costs accrued, which shall be included in the Contract Price.

4.7.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent the error could not reasonably have been discovered, and (ii) the matters described in sub-paragraphs (a) and (b) above related to these.

48 Safety Procedures

The Contractor shall:

- a) Comply with all applicable safety regulations,
- b) Take care for the safety of all persons entitled to be on the Site,
- c) Use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,
- d) provide fencing, lighting, guarding and watching of the Works until completion and taking over under Clause 10 [Procuring Entity's Taking Over], and
- e) provide any Temporary Works (including roadways, footways, guards and fences) which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

49 Quality Assurance

49.1 The Contractor shall institute a quality assurance system to demonstrate compliance with the requirements of the Contract. The system shall be in accordance with the details stated in the Contract. The Architect shall be entitled to audit any aspect of the system.

49.2 Details of all procedures and compliance documents shall be submitted to the Architect or information before each design and execution stage is commenced. When any document of a technical nature is issued to the Engineer, evidence of the prior approval by the Contractor itself shall be apparent on the document itself.

Compliance with the quality assurance system shall not relieve the Contractor of any of his duties, obligations or responsibilities under the Contract.

4.10 Site Data

4.10.1 The Procuring Entity shall have made available to the Contractor for his information, prior to the Base Date, all relevant data in the Procuring Entity's possession on sub-surface and hydrological conditions at the Site, including environmental aspects. The Procuring Entity shall similarly make available to the Contractor all such data which come into the Procuring Entity's possession after the Base Date. The Contractor shall be responsible for interpreting all such data.

4.10.2 To the extent which was practicable (taking account of cost and time), the Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

- a) The form and nature of the Site, including sub-surface conditions,
- b) the hydrological and climatic conditions,
- c) the extent and nature of the work and Goods necessary for the execution and completion of the Works and the remedying of any defects,
- d) the Laws, procedures and labour practices of Kenya, and
- e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

4.11 Sufficiency of the Accepted Contract Amount

4.11.1 The Contractor shall be deemed to:

- a) Have satisfied itself as to the correctness and sufficiency of the Accepted Contract Amount, and
- b) have based the Accepted Contract Amount on the data, interpretations, necessary information, inspections, examinations and satisfaction as to all relevant matters referred to in Sub-Clause 4.10 [Site Data].

4.11.2 Unless otherwise stated in the Contract, the Accepted Contract Amount covers all the Contractor's obligations under the Contract (including those under Provisional Sums, if any) and all things necessary for the proper execution and completion of the Works and the remedying of any defects.

4.12 Unforeseeable Physical Conditions

4.12.1 In this Sub-Clause, "physical conditions" means natural physical conditions and man-made and other physical obstructions and pollutants, which the Contractor encounters at the Site when executing the Works, including sub-surface and hydrological conditions but excluding climatic conditions.

4.12.2 If the Contractor encounters adverse physical conditions which he considers to have been Unforeseeable, the Contractor shall give notice to the Architect as soon as practicable.

4.12.3 This notice shall describe the physical conditions, so that they can be inspected by the Architect and shall set out the reasons why the Contractor considers them to be Unforeseeable. The Contractor shall continue executing the Works, using such proper and reasonable measures as are appropriate for the physical conditions, and shall comply with any instructions which the Architect may give. If an instruction constitutes a Variation, Clause 13 [Variations and Adjustments] shall apply.

4.12.4 If and to the extent that the Contractor encounters physical conditions which are Unforeseeable, gives such a notice, and suffers delay and/or incurs Cost due to these conditions, the Contractor shall be entitled subject to notice under Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) payment of any such Cost, which shall be included in the Contract Price.

4.12.5 Upon receiving such notice and inspecting and/or investigating these physical conditions, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) whether and (if so) to what extent these physical conditions were Unforeseeable, and (ii) the matters described in sub-paragraphs (a) and (b) above related to this extent.

4.12.6 However, before additional Cost is finally agreed or determined under sub-paragraph (ii), the Architect may also review whether other physical conditions in similar parts of the Works (if any) were more favorable than could reasonably have been foreseen when the Contractor submitted the Tender. If and to the extent that these more favorable conditions were encountered, the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the reductions in Cost which were due to these conditions, which may be included (as deductions) in the Contract Price and Payment Certificates. However, the net effect of all adjustments under sub-paragraph (b) and all these reductions, for all the physical conditions encountered in similar parts of the Works, shall not result in a net reduction in the Contract Price.

4.12.7 The Architect shall take account of any evidence of the physical conditions foreseen by the Contractor when submitting the Tender, which shall be made available by the Contractor, but shall not be bound by the Contractor's interpretation of any such evidence.

4.13 Rights of Way and Facilities

Unless otherwise specified in the Contract the Procuring Entity shall provide effective access to and possession of the Site including special and/or temporary rights-of-way which are necessary for the Works. The Contractor shall obtain, at his risk and cost, any additional rights of way or facilities outside the Site which he may require for the purposes of the Works.

4.14 Avoidance of Interference

4.14.1 The Contractor shall not interfere unnecessarily or improperly with:

- a) The convenience of the public, or
- b) The access to and use and occupation of all roads and foot paths, irrespective of whether they are public or in the possession of the Procuring Entity or of others.

4.14.2 The Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from any such unnecessary or improper interference.

4.15 Access Route

4.15.1 The Contractor shall be deemed to have been satisfied as to the suitability and availability of access routes to the Site at Base Date. The Contractor shall use reasonable efforts to prevent any road or bridge from being damaged by the Contractor's traffic or by the Contractor's Personnel. These efforts shall include the proper use of appropriate vehicles and routes.

4.15.2 Except as otherwise stated in these Conditions:

- a) The Contractor shall (as between the Parties) be responsible for any maintenance which may be required for his use of access routes;
- b) the Contractor shall provide all necessary signs or directions along access routes, and shall obtain any permission which may be required from the relevant authorities for his use of routes, signs and directions;
- c) the Procuring Entity shall not be responsible for any claims which may arise from the use or otherwise of any access route;
- d) the Procuring Entity does not guarantee the suitability or availability of particular access routes; and
- e) Costs due to non-suitability or non-availability, for the use required by the Contractor, of access routes shall be borne by the Contractor.

4.16 Transport of Goods

Unless otherwise stated in the Special Conditions:

- a) the Contractor shall give the Architect not less than 21 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site;
- b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and
- c) the Contractor shall indemnify and hold the Procuring Entity harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Goods and shall negotiate and pay all claims arising from their transport.

4.17 Contractor's Equipment

The Contractor shall be responsible for all Contractor's Equipment. When brought on to the Site, Contractor's Equipment shall be deemed to be exclusively intended for the execution of the Works. The Contractor shall not remove from the Site any major items of Contractor's Equipment without the consent of the Engineer. However, consent shall not be required for vehicles transporting Goods or Contractor's Personnel off Site.

4.18 Protection of the Environment

4.18.1 The contractor shall comply with the applicable environmental laws, regulations and policies.

4.18.2 The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his

operations.

- 4.183 The Contractors shall ensure that emissions, surfaced is charges and effluent from the Contractor's activities shall not exceed the values stated in the Specification or prescribed by applicable Laws.

4.19 Electricity, Water and Gas

- 4.19.1 The Contractor shall, except as stated below, be responsible for the provision of all power, water and other services he may require for his construction activities and to the extent defined in the Specifications, for the tests.

- 4.19.2 The Contractor shall be entitled to use for the purposes of the Works such supplies of electricity, water, gas and other services as may be available on the Site and of which details and prices are given in the Specifications. The Contractor shall, at his risk and cost, provide any apparatus necessary for his use of these services and for measuring the quantities consumed.

- 4.19.3 The quantities consumed and the amounts due (at these prices) for such services shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.

4.20 Procuring Entity's Equipment and Free-Issue Materials

- 4.20.1 The Procuring Entity shall make the Procuring Entity's Equipment (if any) available for the use of the Contractor in the execution of the Works in accordance with the details, arrangements and prices stated in the Specification. Unless otherwise stated in the Specification:

- a) The Procuring Entity shall be responsible for the Procuring Entity's Equipment, except that
- b) the Contractor shall be responsible for each item of Procuring Entity's Equipment whilst any of the Contractor's Personnel is operating it, driving it, directing it or in possession or control of it.

- 4.20.1 The appropriate quantities and the amounts due (at such stated prices) for the use of Procuring Entity's Equipment shall be agreed or determined by the Architect in accordance with Sub-Clause 2.5 [Procuring Entity's Claims] and Sub-Clause 3.5 [Determinations]. The Contractor shall pay these amounts to the Procuring Entity.

- 4.20.2 The Procuring Entity shall supply, free of charge, the "free-issue materials" (if any) in accordance with the details stated in the Specification. The Procuring Entity shall, at his risk and cost, provide these materials at the time and place specified in the Contract. The Contractor shall then visually inspect them and shall promptly give notice to the Architect of any shortage, defect or default in these materials. Unless otherwise agreed by both Parties, the Procuring Entity shall immediately rectify the notified shortage, defector default.

- 4.20.3 After this visual inspection, the free-issue materials shall come under the care, custody and control of the Contractor. The Contractor's obligations of inspection, care, custody and control shall not relieve the Procuring Entity of liability for any shortage, defect or default not apparent from a visual inspection.

4.21 Progress Reports

- 4.21.1 Unless otherwise stated in the Special Conditions, monthly progress reports shall be prepared by the Contractor and submitted to the Architect in six copies. The first report shall cover the period up to the end of the first calendar month following the Commencement Date. Reports shall be submitted monthly thereafter, each within 7 days after the last day of the period to which it relates.

- 4.21.2 Reporting shall continue until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works. Each report shall include:

- a) charts and detailed descriptions of progress, including each stage of design (if any), Contractor's Documents, procurement, manufacture, delivery to Site, construction, erection and testing; and including these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
- b) photographs showing the status of manufacture and of progress on the Site;
- c) for the manufacture of each main item of Plant and Materials, the name of the manufacturer,

manufacture location, percentage progress, and the actual or expected dates of:

- i) commencement of manufacture,
 - ii) Contractor's inspections,
 - iii) tests, and
 - iv) shipment and arrival at the Site;
- d) the details described in Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment];
 - e) copies of quality assurance documents, test results and certificates of Materials;
 - f) list of notices given under Sub-Clause 2.5 [Procuring Entity's Claims] and notices given under Sub-Clause 20.1 [Contractor's Claims];
 - g) safety statistics, including details of any hazardous incidents and activities relating to environmental aspects and public relations; and
 - h) comparison so factual and planned progress, with details of any events or circumstances which may jeopardize the completion in accordance with the Contract, and the measures being (or to be) adopted to overcome delays.

4.22 Security of the Site

Unless otherwise stated in the Special Conditions:

- a) The Contractor shall be responsible for keeping unauthorized persons off the Site, and
- b) authorized persons shall be limited to the Contractor's Personnel and the Procuring Entity's Personnel; and to any other personnel notified to the Contractor, by the Procuring Entity or the Engineer, as authorized personnel of the Procuring Entity's other contractors on the Site.

4.23 Contractor's Operations on Site

4.23.1 The Contractor shall confine his operations to the Site, and to any additional areas which may be obtained by the Contractor and agreed by the Architect as additional working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.

4.23.2 During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required.

4.23.3 Upon the issue of a Taking-Over Certificate, the Contractor shall clear away and remove, from that part of the Site and Works to which the Taking-Over Certificate refers, all Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works. The Contractor shall leave that part of the Site and the Works in a clean and safe condition. However, the Contractor may retain on Site, during the Defects Notification Period, such Goods as are required for the Contractor to fulfil obligations under the Contract.

4.24 Fossils

4.24.1 All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Site shall be placed under the care and authority of the Procuring Entity. The Contractor shall take reasonable precautions to prevent Contractor's Personnel or other persons from removing or damaging any of these findings.

4.24.2 The Contractor shall, upon discovery of any such finding, promptly give notice to the Engineer, who shall issue instructions for dealing with it. If the Contractor suffers delay and/or incurs Cost from complying with the instructions, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) payment of any such Cost, which shall be included in the Contract Price.
After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

5 NOMINATED SUBCONTRACTORS

5.1 Definition of “nominated Subcontractor”

In this Contract, “nominated Subcontractor” means a Subcontractor:

- a) Who is nominated by the Procuring Entity, or
- b) Contractor has nominated as a Subcontractor subject to Sub-Clause 5.2 [Objection to Notification].

5.2 Objection to Nomination

The Contractor shall not be under any obligation to employ a nominated Subcontractor against whom the Contractor raises reasonable objection by notice to the Procuring Entity as soon as practicable, with supporting particulars. An objection shall be deemed reasonable if it arises from (among other things) any of the following matters, unless the Procuring Entity agrees in writing to indemnify the Contractor against and from the consequences of the matter:

- a) there are reasons to believe that the Subcontractor does not have sufficient competence, resources or financial strength;
- b) the nominated Subcontractor does not accept to indemnify the Contractor against and from any negligence or misuse of Goods by the nominated Subcontractor, his agents and employees; or
- c) the nominated Subcontractor does not accept to enter into a subcontract which specifies that, for the subcontracted work (including design, if any), the nominated Subcontractor shall:
 - i) undertake to the Contractor such obligations and liabilities as will enable the Contractor to discharge his obligations and liabilities under the Contract;
 - ii) indemnify the Contractor against and from all obligations and liabilities arising under or in connection with the Contract and from the consequences of any failure by the Subcontractor to perform these obligations or to fulfil these liabilities, and
 - iii) be paid only if and when the Contractor has received from the Procuring Entity payments for sums due under the Subcontract referred to under Sub-Clause 5.3 [Payment to nominated Subcontractors].

5.3 Payments to nominated Subcontractors

The Contractor shall pay to the nominated Subcontractor the amounts shown on the nominated Subcontractor's invoices approved by the Contractor which the Architect certifies to be due in accordance with the subcontract. These amounts plus other charges shall be included in the Contract Price in accordance with sub-paragraph (b) of Sub-Clause 13.5 [Provisional Sums], except as stated in Sub-Clause 5.4 [Evidence of Payments].

5.4 Evidence of Payments

5.4.1 Before issuing a Payment Certificate which includes an amount payable to a nominated Subcontractor, the Architect may request the Contractor to supply reasonable evidence that the nominated Subcontractor has received all amounts due in accordance with previous Payment Certificates, less applicable deductions for retention or otherwise. Unless the Contractor:

- (a) Submits this reasonable evidence to the Engineer, or
- (b)
 - i) Satisfies the Architect in writing that the Contractor is reasonably entitled to withhold or refuse to pay these amounts, and
 - ii) Submits to the Architect reasonable evidence that the nominated Subcontractor has been notified of the Contractor's entitlement, then the Procuring Entity may (at his sole discretion) pay, direct to the nominated Subcontractor, part or all of such amounts previously certified (less applicable deductions) as are due to the nominated Subcontractor and for which the Contractor has failed to submit the evidence described in sub-paragraphs (a) or (b) above. The Contractor shall then repay, to the Procuring Entity, the amount which the nominated Subcontractor was directly paid by the Procuring Entity.

6 STAFF AND LABOR

6.1 Engagement of Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall make arrangements for the engagement of all staff and labor, local or otherwise, and for their payment, feeding, transport, and, when appropriate, housing. The Contractor is encouraged, to the extent practicable and reasonable, to employ staff and labor with appropriate qualifications and experience from sources within Kenya.

62 Rates of Wages and Conditions of Labor

- 62.1 The Contractor shall pay rates of wages, and observe conditions of labor, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, the Contractor shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by Procuring Entity's whose trade or industry is similar to that of the Contractor.
- 62.2 The Contractor shall inform the Contractor's Personnel about their liability to pay personal income taxes in Kenya in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of Kenya for the time being in force, and the Contractor shall perform such duties in regard to such deductions there of as may be imposed on him by such Laws.

63 Persons in the Service of Procuring Entity

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Procuring Entity's Personnel.

64 Lab or Laws

The Contractor shall comply with all the relevant labour Laws applicable to the Contractor's Personnel, including Laws relating to their employment, employment of children, health, safety, welfare, immigration and emigration, and shall allow them all their legal rights. The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

65 Working Hours

No work shall be carried out on the Site on locally recognized days of rest, or outside the normal working hours stated in the **Special Conditions of Contract**, unless:

- a) Otherwise stated in the Contract,
- b) The Architect gives consent, or
- c) The work is unavoidable, or necessary for the protection of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer, provided that work done outside the normal working hours shall be considered and paid for as overtime.

66 Facilities for Staff and Labor

Except as otherwise stated in the Specification, the Contractor shall provide and maintain all necessary accommodation and welfare facilities on site for the Contractor's Personnel. The Contractor shall also provide facilities for the Procuring Entity's Personnel as stated in the Specifications. The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the structures forming part of the Permanent Works.

67 Health and Safety

- 67.1 The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Procuring Entity's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.
- 67.2 The Contractor shall appoint an accident prevention officer at the Site, responsible for maintaining safety and protection against accidents. This person shall be qualified for this responsibility and shall have the authority to issue instructions and take protective measures to prevent accidents. Throughout the execution of the Works, the Contractor shall provide whatever is required by this person to exercise this responsibility and authority.
- 67.3 The Contractor shall send, to the Engineer, details of any accident as soon as practicable after its occurrence. The Contractor shall maintain records and make reports concerning health, safety and welfare of persons, and damage to property, as the Architect may reasonably require.
- 67.4 The Contractor shall conduct an awareness programme on HIV and other sexually transmitted diseases via an approved service provider and shall undertake such other measures taken to reduce the risk of the transfer of these diseases between and among the Contractor's Personnel and the local community, to

promote early diagnosis and to assist affected individuals.

68 Contractor's Superintendence

- 6.8.1 Throughout the execution of the Works, and as long thereafter as is necessary to fulfil the Contractor's obligations, the Contractor shall provide all necessary super intendence to plan, arrange, direct, manage, inspect and test the work.
- 6.8.2 Superintendence shall be given by a sufficient number of persons having adequate knowledge of the language for communications (defined in Sub-Clause 1.4 [Law and Language]) and of the operations to be carried out (including the methods and techniques required, the hazards likely to be encountered and methods of preventing accidents), for the satisfactory and safe execution of the Works.

69 Contractor's Personnel

- 6.9.1 The Contractor's Personnel shall be appropriately qualified, skilled and experienced in their respective trades or occupations. The Contractors Key personnel shall be named in the Special Conditions of Contract. The Architect may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:
- a) Persists in any misconduct or lack of care,
 - b) Carries out duties in competently or negligently,
 - c) fails to conform with any provisions of the Contract,
 - d) persists in any conduct which is prejudicial to safety, health, or the protection of the environment, or
 - e) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works.
- 6.9.2 If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

610 Records of Contractor's Personnel and Equipment

The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.

611 Disorderly Conduct

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.

612 Foreign Personnel

- 6.12.1 The Contractor shall not employ foreign personnel unless the contractor demonstrates that there are no Kenyans with the required skills.
- 6.12.2 The Contractor shall be responsible for the return of any foreign personnel to the place where they were recruited or to their domicile. In the event of the death in Kenya of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.

613 Supply of Water

The Contractor shall, having regard to local conditions, provide on the Site a n adequate supply of drinking and other water for the use of the Contractor's Personnel.

614 Measures against Insect and Pest Nuisance

The Contractor shall at all times take the necessary precautions to protect the Contractor's Personnel employed on the Site from insect and pest nuisance, and to reduce the danger to their health. The Contractor shall comply with all the regulations of the local health authorities, including use of appropriate insecticide.

615 Alcoholic Liquor or Drugs

The Contractor shall not, otherwise than in accordance with the Laws of Kenya, onsite, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs, or permit or allow importation, sale, gift, barter or disposal there of by Contractor's Personnel.

6.16 Prohibition of Forced or Compulsory Labour

The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.

6.17 Prohibition of Harmful Child Labor

The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where the relevant labour laws of Kenya have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.

6.18 Employment Records of Workers

The Contractor shall keep complete and accurate records of the employment of labour at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Engineer. These records shall be included in the details to be submitted by the Contractor under Sub-Clause 6.10 [Records of Contractor's Personnel and Equipment].

6.19 Workers' Organizations

The Contractor shall comply with the relevant labor laws that recognize workers' rights to form and to join workers' organizations of their choosing without interference.

6.20 Non-Discrimination and Equal Opportunity

The Contractor shall base the labour employment on the principle of equal opportunity and fair treatment and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline.

7. PLANT, MATERIALS AND WORKMANSHIP

7.1 Manner of Execution

The Contractor shall carry out the manufacture/assemble of plant, the production and manufacture of Materials, and all other execution of the Works:

- a) In the manner (if any) specified in the Contract,
- b) in a proper workman like and careful manner, in accordance with recognized good practice, and
- c) with properly equipped facilities and non-hazardous Materials, except as otherwise specified in the Contract.

7.2 Samples

The Contractor shall submit the following samples of Materials, and relevant information, to the Architect for consent prior to using the Material in or for the Works:

- a) manufacturer's standard samples of Materials and samples specified in the Contract, all at the Contractor's cost, and
- b) additional samples instructed by the Architect as a Variation.

Each sample shall be labeled as to origin and intended use in the Works.

7.3 Inspection

- 73.1 The Procuring Entity's Personnel shall at all reasonable times:
- a) Have full access to all parts of the Site and to all places from which natural Materials are being obtained, and
 - b) during production, manufacture and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of Plant and production and manufacture of Materials.
- 73.2 The Contractor shall give the Procuring Entity's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.
- 73.3 The Contractor shall give notice to the Architect whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. The Architect shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Architect does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, uncover the work and there after reinstate and make good, all at the Contractor's cost.

74 Testing

- 74.1 This Sub-Clause shall apply to all tests specified in the Contract.
- 74.2 Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labor, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Engineer, the time and place for the specified testing of any Plant, Materials and other parts of the Works.
- 74.3 The Architect may, under Clause 13 [Variations and Adjustments], vary the location or details of specified tests, or instruct the Contractor to carry out additional tests. If these varied or additional tests show that the tested Plant, Materials or workmanship is not in accordance with the Contract, the cost of carrying out this Variation shall be borne by the Contractor, notwithstanding other provisions of the Contract.
- 74.4 The Architect shall give the Contractor not less than 24 hours' notice of the Architect intention to attend the tests. If the Architect does not attend at the time and place agreed, the Contractor may proceed with the tests, unless otherwise instructed by the Engineer, and the tests shall then be deemed to have been made in the Architect presence.
- 74.5 If the Contractor suffers delay and/ or incurs Cost from complying with these instructions or as a result of a delay for which the Procuring Entity is responsible, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such Cost-plus profit, which shall be included in the Contract Price.
- 74.6 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.
- 74.7 The Contractor shall promptly forward to the Architect duly certified reports of the tests. When the specified tests have been passed, the Architect shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect. If the Architect has not attended the tests, he shall be deemed to have accepted the readings as accurate.

75 Rejection

- 75.1 If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract, the Architect may reject the Plant, Materials or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the defect and ensure that the rejected item complies with the Contract.
- 75.2 If the Architect requires this Plant, Materials or workmanship to be retested, the tests shall be repeated under the same terms and conditions. If the rejection and retesting cause the Procuring Entity to incur additional costs, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the Procuring Entity.

7.6 Remedial Work

- 7.6.1 Notwithstanding any previous test or certification, the Architect may instruct the Contractor to:
- a) Remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
 - b) remove and re-execute any other work which is not in accordance with the Contract, and
 - c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseen able event or otherwise.
- 7.6.2 The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c).
- 7.6.3 If the Contractor fails to comply with the instruction, the Procuring Entity shall be entitled to employ and pay other persons to carry out the work. Except to the extent that the Contractor would have been entitled to payment for the work, the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity all costs arising from this failure.
- 7.6.4 If the contractor repeatedly delivers defective work, the Procuring Entity may consider termination in accordance with Clause 15.

7.7 Ownership of Plant and Materials

Except as otherwise provided in the Contract, each item of Plant and Materials shall become the property of the Procuring Entity at whichever is the earlier of the following times, free from liens and other encumbrances:

- a) When it is incorporated in the Works;
- b) when the Contractor is paid the corresponding value of the Plant and Materials under Sub-Clause 8.10 [Payment for Plant and Materials in Event of Suspension].

7.8 Royalties

Unless otherwise stated in the Specification, the Contractor shall pay all royalties, rents and other payments for:

- a) Natural materials obtained from outside the Site, and
- b) The disposal of material from demolitions and excavations and of other surplus material (whether natural or man-made), except to the extent that disposal are as within the Site are specified in the Contract.

8 COMMENCEMENT, DELAYS AND SUSPENSION

8.1 Commencement of Works

- 8.1.1 Except as otherwise specified in the Special Conditions of Contract, the Commencement Date shall be the date at which the following precedent condition shave all been fulfilled and the Architect notification recording the agreement of both Parties on such fulfilment and instructing to commence the Work is received by the Contractor:
- a) Signature of the Contract Agreement by both Parties, and if required, approval of the Contract by relevant authorities of Kenya;
 - b) except if otherwise specified in the Special Conditions of Contract, effective access to and possession of the Site given to the Contractor together with such permission(s) under (a) of Sub-Clause 1.13 [Compliance with Laws] as required for the commencement of the Works.
 - c) Receipt by the Contractor of the Advance Payment under Sub-Clause 14.2 [Advance Payment] provided that the corresponding bank guarantee has been delivered by the Contractor.
- 8.1.2 If the said Architect instruction is not received by the Contractor within 180 days from his receipt of the Letter of Acceptance, the Contractor shall be entitled to terminate the Contract under Sub-Clause 16.2 [Termination by Contractor].
- 8.1.3 The Contractor shall commence the execution of the Works as soon as is reasonably practicable after the Commencement Date and shall then proceed with the Works with due expedition and without delay.

8.2 Time for Completion

The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion for the Works or Section (as the case may be), including:

- a) Achieving the passing of the Tests on Completion, and
- b) completing all work which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking-over under Sub-Clause 10.1 [Taking Over of the Works and Sections].

8.3 Programme

- 8.3.1 The Contractor shall submit a detailed time programme to the Architect within 14 days after receiving the notice under Sub-Clause 8.1 [Commencement of Works]. The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations. Each programme shall include:
- a) The order in which the Contractor intends to carry out the Works, including the anticipated timing of each stage of design (if any), Contractor's Documents, procurement, manufacture of Plant, delivery to Site, construction, erection and testing,
 - b) each of these stages for work by each nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]),
 - c) the sequence and timing of inspections and tests specified in the Contract, and
 - d) a supporting report which includes a general description of the methods which the Contractor intends to adopt, and of the major stages, in the execution of the Works, and details showing the Contractor's reasonable estimate of the number of each class of Contractor's Personnel and of each type of Contractor's Equipment, required on the Site for each major stage.
- 8.3.2 Unless the Engineer, within 14 days after receiving a programme, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the programme, subject to his other obligations under the Contract. The Procuring Entity's Personnel shall be entitled to rely upon the programme when planning their activities.
- 8.3.3 The Contractor shall promptly give notice to the Architect of specific probable future events or circumstances which may adversely affect the work, increase the Contract Price or delay the execution of the Works.
- 8.3.4 If, at any time, the Architect gives notice to the Contractor that a programme fails (to the extent stated) to comply with the Contractor to be consistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised programme to the Architect in accordance with this Sub-Clause.

8.4 Extension of Time for Completion

- 8.4.1 The Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to an extension of the Time for Completion if and to the extent that completion for the purposes of Sub-Clause 10.1 [Taking Over of the Works and Sections] is or will be delayed by any of the following causes:
- a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [Variation Procedure]) or other substantial change in the quantity of an item of work included in the Contract,
 - b) a cause of delay giving an entitlement to extension of time under a Sub-Clause of these Conditions,
 - c) exceptionally adverse climatic conditions,
 - d) Unforeseeable shortages in the availability of personnel or Goods caused by epidemic or governmental actions, or
 - e) any delay, impediment or prevention caused by or attributable to the Procuring Entity, the Procuring Entity's Personnel, or the Procuring Entity's other contractors.
- 8.4.2 If the Contractor considers itself to be entitled to an extension of the Time for Completion, the Contractor shall give notice to the Architect in accordance with Sub-Clause 20.1 [Contractor's Claims]. When determining each extension of time under Sub-Clause 20.1, the Architect shall review previous determinations and may increase, but shall not decrease, the total extension of time.

8.5 Delays Caused by Authorities

If the following conditions apply, namely:

- a) The Contractor has diligently followed the procedures laid down by the relevant legally constituted public authorities in Kenya,

- b) These authorities delay or disrupt the Contractor's work, and
- c) the delay or disruption was Unforeseeable, then this delay or disruption will be considered as a cause of delay under sub-paragraph (b) of Sub-Clause 8.4 [Extension of Time for Completion].

8.6 Rate of Progress

8.6.1 If, at anytime:

- a) Actual progress is too slow to complete within the Time for Completion, and/or
- b) Progress has fallen (or will fall) behind the current programme under Sub-Clause 8.3 [Programme], other than as a result of a cause listed in Sub-Clause 8.4 [Extension of Time for Completion], then the Architect may instruct the Contractor to submit, under Sub-Clause 8.3 [Programme], a revised programme and supporting report describing the revised methods which the Contractor proposes to adopt in order to expedite progress and complete within the Time for Completion.

8.6.2 Unless the Architect notifies otherwise, the Contractor shall adopt these revised methods, which may require increases in the working hours and/or in the numbers of Contractor's Personnel and/or Goods, at the risk and cost of the Contractor. If these revised methods cause the Procuring Entity to incur additional costs, the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay these costs to the Procuring Entity, in addition to delay damages (if any) under Sub-Clause 8.7 below.

8.6.3 Additional costs of revised methods including acceleration measures, instructed by the Architect to reduce delays resulting from causes listed under Sub-Clause 8.4 [Extension of Time for Completion] shall be paid by the Procuring Entity, without generating, however, any other additional payment benefit to the Contractor.

8.7 Delay Damages

8.7.1 If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion], the Contractor shall subject to notice under Sub-Clause 2.5 [Procuring Entity's Claims] pay delay damages to the Procuring Entity for this default. These delay damages shall be the sum stated in the **Special Conditions of Contract**, which shall be paid for everyday which shall elapse between the relevant Time for Completion and the date stated in the taking-Over Certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages (if any) stated in the Special Conditions of Contract.

8.7.2 These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Procuring Entity] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract.

8.8 Suspension of Work

8.8.1 The Architect may at anytime instruct the Contractor to suspend progress of part or all of the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage.

8.8.2 The Architect may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10 and 8.11 shall not apply.

8.9 Consequences of Suspension

8.9.1 If the Contractor suffers delay and/or incurs Cost from complying with the Architect instructions under Sub-Clause 8.8 [Suspension of Work] and/or from resuming the work, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) Payment of any such Cost, which shall be included in the Contract Price.

8.9.2 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

8.9.3 The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the Contractor's faulty design, workmanship or materials, or of the

Contractor's failure to protect, store or secure in accordance with Sub-Clause 8.8 [Suspension of Work].

8.10 Payment for Plant and Materials in Event of Suspension

The Contractor shall be entitled to payment of the value (as at the date of suspension) of Plant and/ or Materials which have not been delivered to Site, if:

- a) The work on Plant or delivery of Plant and/ or Materials has been suspended for more than 30 days, and
- b) the Contractor has marked the Plant and/or Materials as the Procuring Entity's property in accordance with the Architect instructions.

8.11 Prolonged Suspension

If the suspension under Sub-Clause 8.8 [Suspension of Work] has continued for more than 84 days, the Contractor may request the Architect permission to proceed. If the Architect does not give permission within 30 days after being requested to do so, the Contractor may, by giving notice to the Engineer, treat the suspension as an omission under Clause 13 [Variations and Adjustments] of the affected part of the Works. If the suspension affects the whole of the Works, the Contractor may give notice of termination under Sub-Clause 16.2 [Termination by Contractor].

8.12 Resumption of Work

After the permission or instruction to proceed is given, the Contractor and the Architect shall jointly examine the Works and the Plant and Materials affected by the suspension. The Contractor shall make good any deterioration or defect in or loss of the Works or Plant or Materials, which has occurred during the suspension after receiving from the Architect an instruction to this effect under Clause 13 [Variations and Adjustments].

9 TESTS ON COMPLETION

91 Contractor's Obligations

- 9.1.1 The Contractor shall carry out the Tests on Completion in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with sub-paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations].
- 9.1.2 The Contractor shall give to the Architect not less than 21 days' notice of the date after which the Contractor will be ready to carry out each of the Tests on Completion. Unless otherwise agreed, Tests on Completion shall be carried out within 14 days after this date, on such day or days as the Architect shall instruct.
- 9.1.3 In considering the results of the Tests on Completion, the Architect shall make allowances for the effect of any use of the Works by the Procuring Entity on the performance or other characteristics of the Works. As soon as the Works, or a Section, have passed any Tests on Completion, the Contractor shall submit a certified report of the results of these Tests to the Engineer.

92 Delayed Tests

- 9.2.1 If the Tests on Completion are being unduly delayed by the Procuring Entity, Sub-Clause 7.4 [Testing] (fifth paragraph) and/ or Sub-Clause 10.3 [Interference with Tests on Completion] shall be applicable.
- 9.2.2 If the Tests on Completion are being unduly delayed by the Contractor, the Architect may by notice require the Contractor to carry out the Tests within 21 days after receiving the notice. The Contractor shall carry out the Tests on such day or days within that period as the Contractor may fix and of which he shall give notice to the Engineer.
- 9.2.3 If the Contractor fails to carry out the Tests on Completion within the period of 21 days, the Procuring Entity's Personnel may proceed with the Test at the risk and cost of the Contractor. The Tests on Completion shall then be deemed to have been carried out in the presence of the Contractor and the results of the Tests shall be accepted as accurate.

93 Retesting of related works

If the Works, or a Section, fail to pass the Tests on Completion, Sub-Clause 7.5 [Rejection] shall apply, and the Architect or the Contractor may require the failed Tests, and Tests on Completion on any related work,

to be repeated under the same terms and conditions.

94 Failure to Pass Tests on Completion

- 94.1 If the Works, or a Section, fail to pass the Tests on Completion repeated under Sub-Clause 9.3 [Retesting], the Architect shall be entitled to:
- a) Order further repetition of Tests on Completion under Sub-Clause 9.3; or
 - b) if the failure deprives the Procuring Entity of substantially the whole benefit of the Works or Section, reject the Works or Section (as the case may be), in which event the Procuring Entity shall have the same remedies as are provided in sub-paragraph (c) of Sub-Clause 1.4 [Failure to Remedy Defects].

10. PROCURING ENTITY'S TAKING OVER

10.1 Taking Over of the Works and Sections

- 10.1.1 Except as stated in Sub-Clause 9.4 [Failure to Pass Tests on Completion], the Works shall be taken over by the Procuring Entity when (i) the Works have been completed in accordance with the Contract, including the matters described in Sub-Clause 8.2 [Time for Completion] and except as allowed in sub-paragraph (a) below, and (ii) a Taking-Over Certificate for the Works has been issued, or is deemed to have been issued in accordance with this Sub-Clause.
- 10.1.2 The Contractor may apply by notice to the Architect for a Taking-Over Certificate not earlier than 14 days before the Works will, in the Contractor's opinion, be complete and ready for taking over. If the Works are divided into Sections, the Contractor may similarly apply for a Taking-Over Certificate for each Section.
- 10.1.3 The Architect shall, within 30 days after receiving the Contractor's application:
- a) Issue the Taking-Over Certificate to the Contractor, stating the date on which the Works or Section were completed in accordance with the Contract, except for any minor outstanding work and defects which will not substantially affect the use of the Works or Section for their intended purpose (either until or whilst this work is completed and these defects are remedied); or
 - b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued. The Contractor shall then complete this work before issuing a further notice under this Sub-Clause.
- 10.1.4 If the Architect fails either to issue the Taking-Over Certificate or to reject the Contractor's application within the period of 30 days, and if the Works or Section (as the case may be) are substantially in accordance with the Contract, the Taking-Over Certificate shall be deemed to have been issued on the last day of that period.

10.2 Taking Over of Parts of the Works

- 10.2.1 The Architect may, at the sole discretion of the Procuring Entity, issue a Taking-Over Certificate for any part of the Permanent Works.
- 10.2.2 The Procuring Entity shall not use any part of the Works (other than as a temporary measure which is either specified in the Contract or agreed by both Parties) unless and until the Architect has issued a Taking-Over Certificate for this part. However, if the Procuring Entity does use any part of the Works before the Taking-Over Certificate is issued:
- a) The part which is used shall be deemed to have been taken over as from the date on which it is used,
 - b) the Contractor shall cease to be liable for the care of such part as from this date, when responsibility shall pass to the Procuring Entity, and
 - c) if requested by the Contractor, the Architect shall issue a Taking-Over Certificate for this part.
- 10.2.3 After the Architect has issued a Taking-Over Certificate for a part of the Works, the Contractor shall be given the earliest opportunity to take such steps as may be necessary to carry out any outstanding Tests on Completion. The Contractor shall carry out these Tests on Completion as soon as practicable before the expiry date of the relevant Defects Notification Period.
- 10.2.4 If the Contractor incurs Cost as a result of the Procuring Entity taking over and/or using a part of the Works, other than such use as is specified in the Contract, the Contractor shall (i) give notice to the Architect and (ii) be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to payment of any such accrued costs, which shall be included in the Contract Price. After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this

accrued cost.

- 1025 If a Taking-Over Certificate has been issued for a part of the Works (other than a Section), the delay damages there after for completion of the remainder of the Works shall be reduced. Similarly, the delay damages for the remainder of the Section (if any) in which this part is included shall also be reduced. For any period of delay after the date stated in this Taking-Over Certificate, the proportional reduction in these delay damages shall be calculated as the proportion which the value of the part so certified bears to the value of the Works or Section (as the case may be) as a whole. The Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these proportions. The provisions of this paragraph shall only apply to the daily rate of delay damages under Sub-Clause 8.7 [Delay Damages] and shall not affect the maximum amount of these damages.

103 Interference with Tests on Completion

- 103.1 If the Contractor is prevented, for more than 14 days, from carrying out the Tests on Completion by a cause for which the Procuring Entity is responsible, the Procuring Entity shall be deemed to have taken over the Works or Section (as the case may be) on the date when the Tests on Completion would otherwise have been completed.
- 103.2 The Architect shall then issue a Taking-Over Certificate accordingly, and the Contractor shall carry out the Tests on Completion as soon as practicable, before the expiry date of the Defects Notification Period. The Architect shall require the Tests on Completion to be carried out by giving 14 days' notice and in accordance with the relevant provisions of the Contract.
- 103.3 If the Contractor suffers delay and/or incurs Cost as a result of this delay in carrying out the Tests on Completion, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - b) payment of any such accrued costs, which shall be included in the Contract Price.
- 103.4 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

104 Surfaces Requiring Reinstatement

Except as otherwise stated in a Taking-Over Certificate, a certificate for a Section or part of the Works shall not be deemed to certify completion of any ground or other surfaces requiring reinstatement.

11. DEFECTS LIABILITY

11.1 Completion of Outstanding Work and Remedying Defects

- 11.1.1 In order that the Works and Contractor's Documents, and each Section, shall be in the condition required by the Contract (fair wear and tear excepted) by the expiry date of the relevant Defects Notification Period or as soon as practicable there after, the Contractor shall:
- a) complete any work which is outstanding on the date stated in a Taking-Over Certificate, within such reasonable time as is instructed by the Engineer, and
 - b) execute all work required to remedy defects or damage, as may be notified by (or on behalf of) the Procuring Entity on or before the expiry date of the Defects Notification Period for the Works or Section (as the case may be).
- 11.1.2 If a defect appears or damage occurs, the Contractor shall be notified accordingly by the Engineer.

11.2 Cost of Remedying Defects

- 11.2.1 All work referred to in sub-paragraph (b) of Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects] shall be executed at the risk and cost of the Contractor, if and to the extent that the work is attributable to:
- a) Any design for which the Contractor is responsible,
 - b) Plant, Materials or workmanship not being in accordance with the Contract, or
 - c) Failure by the Contractor to comply with any other obligation.

11.2.2 If and to the extent that such work is attributable to any other cause, the Contractor shall be notified promptly by (or on behalf of) the Procuring Entity, and Sub-Clause 13.3 [Variation Procedure] shall apply.

11.3 Extension of Defects Notification Period

11.3.1 The Procuring Entity shall be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to an extension of the Defects Notification Period for the Works or a Section if and to the extent that the Works, Section or a major item of Plant (as the case may be, and after taking over) cannot be used for the purposes for which they are intended by reason of a defect or by reason of damage attributable to the Contractor. However, a Defects Notification Period shall not be extended by more than two years.

11.3.2 If delivery and/ or erection of Plant and/ or Materials was suspended under Sub-Clause 8.8 [Suspension of Work] or Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work], the Contractor's obligations under this Clause shall not apply to any defects or damage occurring more than two years after the Defects Notification Period for the Plant and/ or Materials would otherwise have expired.

11.4 Failure to Remedy Defects

11.4.1 If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by the Engineer, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date.

11.4.2 If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Procuring Entity may (at his option):

- (a) Carry out the work itself or by others, in a reasonable manner and at the Contractor's cost, but the Contractor shall have no responsibility for this work; and the Contractor shall subject to Sub-Clause 2.5 [Procuring Entity's Claims] pay to the Procuring Entity the costs reasonably incurred by the Procuring Entity in remedying the defect or damage;
- (b) Require the Architect to agree or determine a reasonable reduction in the Contract Price in accordance with Sub-Clause 3.5 [Determinations]; or
- (c) if the defect or damage deprives the Procuring Entity of substantially the whole benefit of the Works or any major part of the Works, terminate the Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under the Contract otherwise, the Procuring Entity shall then be entitled to recover all sums paid for the Works or for such part (as the case may be), plus financing costs and the cost of dismantling the same, clearing the Site and returning Plant and Materials to the Contractor.

11.5 Removal of Defective Work

If the defect or damage cannot be remedied expeditiously on the Site and the Procuring Entity gives consent, the Contractor may remove from the Site for the purposes of repair such items of Plant as are defective or damaged. This consent may require the Contractor to increase the amount of the Performance Security by the full replacement cost of these items, or to provide other appropriate security.

11.6 Further Tests

11.6.1 If the work of remedying of any defect or damage may affect the performance of the Works, the Architect may require the repetition of any of the tests described in the Contract. The requirement shall be made by notice within 14 days after the defect or damage is remedied.

11.6.2 These tests shall be carried out in accordance with the terms applicable to the previous tests, except that they shall be carried out at the risk and cost of the Party liable, under Sub-Clause 11.2 [Cost of Remedying Defects], for the cost of the remedial work.

11.7 Right of Access

Until the Completion Certificate has been issued, the Contractor shall have such right of access to the Works as is reasonably required in order to comply with this Clause, except as may be inconsistent with the Procuring Entity's reasonable security restrictions.

11.8 Contractor to Search

The Contractor shall, if required by the Engineer, search for the cause of any defect or parts of the works

that have already accepted, under the direction of the Engineer. Unless the defect is to be remedied at the cost of the Contractor under Sub-Clause 11.2 [Cost of Remedying Defects], the Cost of the search plus profit shall be agreed or determined by the Architect in accordance with Sub-Clause 3.5 [Determinations] and shall be included in the Contract Price.

11.9 Completion Certificate

11.9.1 Performance of the Contractor's obligations shall not be considered to have been completed until the Architect has issued the Completion Certificate to the Contractor, stating the date on which the Contractor completed his obligations under the Contract.

11.9.2 The Architect shall issue the Completion Certificate within 30 days after the latest of the expiry dates of the Defects Liability Period, or as soon thereafter as the Contractor has supplied all the Contractor's Documents and completed and tested all the Works, including remedying any defects. A copy of the Completion Certificate shall be issued to the Procuring Entity.

11.9.3 Only the Completion Certificate shall be deemed to constitute acceptance of the Works.

11.10 Unfulfilled Obligations

After the Completion Certificate has been issued, each Party shall remain liable for the fulfilment of any obligation which remains unperformed at that time. For the purposes of determining the nature and extent of unperformed obligations, the Contract shall be deemed to remain in force.

11.11 Clearance of Site

11.11.1 Upon receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, wreckage, rubbish and Temporary Works from the Site.

11.11.2 If all these items have not been removed within 30 days after receipt by the Contractor of the Completion Certificate, the Procuring Entity may sell or otherwise dispose of any remaining items. The Procuring Entity shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

11.11.3 Any balance of the moneys from the sale shall be paid to the Contractor. If these moneys are less than the Procuring Entity's costs, the Contractor shall pay the outstanding balance to the Procuring Entity.

12 MEASUREMENT AND DEVALUATION

12.1 Works to be Measured

12.1.1 The Works shall be measured, and valued for payment, in accordance with this Clause. The Contractor shall show in each application under Sub-Clauses 14.3 [Application for Interim Payment Certificates], 14.10 [Statement on Completion] and 14.11 [Application for Final Payment Certificate] the quantities and other particulars detailing the amounts which he considers to be entitled under the Contract.

12.1.2 Whenever the Architect requires any part of the Works to be measured, reasonable notice shall be given to the Contractor's Representative, who shall:

- a) promptly either attend or send another qualified representative to assist the Architect in making the measurement, and
- b) supply any particulars requested by the Engineer.

12.1.3 If the Contractor fails to attend or send a representative, the measurement made by the Architect shall be accepted as accurate.

12.1.4 Except as otherwise stated in the Contract, wherever any Permanent Works are to be measured from records, these shall be prepared by the Engineer. The Contractor shall, as and when requested, attend to examine and agree her records with the Engineer, and shall sign the same when agreed. If the Contractor does not attend, the records shall be accepted as accurate.

12.1.5 If the Contractor examines and disagrees the records, and/ or does not sign them as agreed, then the Contractor shall give notice to the Architect of the respects in which the records are asserted to be inaccurate. After receiving this notice, the Architect shall review the records and either confirm or vary

them and certify the payment of the undisputed part. If the Contractor does not so give notice to the Architect within 14 days after being requested to examine the records, they shall be accepted as accurate.

122 Method of Measurement

Except as otherwise stated in the Contract:

- a) Measurement shall be made of the net actual quantity of each item of the Permanent Works, and
- b) the method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.

123 Evaluation

123.1 Except as otherwise stated in the Contract, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of work done by evaluating each item of work, applying the measurement agreed or determined in accordance with the above Sub-Clauses 12.1 and 12.2 and the appropriate rate or price for the item.

123.2 For each item of work, the appropriate rate or price for the item shall be the rate or price specified for such item in the Contractor, if there is no such item, specified for similar work.

123.3 Any item of work included in the Bill of Quantities for which no rate or price was specified shall be considered as included in other rates and prices in the Bill of Quantities and will not be paid for separately.

123.4 However, for a new item of work, a new rate or price shall be appropriate for such item of work if:

- a) The work is instructed under Clause 13 [Variations and Adjustments],
- b) no rate or price is specified in the Contract for this item, and
- c) no specified rate or price is appropriate because the item of work is not of similar character, or is not executed under similar conditions, as any item in the Contract.

123.5 Each new rate or price shall be derived from any relevant rates or prices in the Contract. If no rates or prices are relevant for the new item of work, it shall be derived from the reasonable Cost of executing such work, prevailing market rates, together with profit, taking account of any other relevant matters.

123.6 Until such time as an appropriate rate or price is agreed or determined, the Architect shall determine a provisional rate or price for the purposes of Interim Payment Certificates as soon as the concerned work commences.

123.7 Where the contract price is different from the corrected tender price, in order to ensure the contractor is not paid less or more relative to the contract price (*which would be the tender price*), payment valuation certificates and variation orders on omissions and additions valued based on rates in the Bill of Quantities or schedule of rates in the Tender, will be adjusted by a plus or minus percentage. The percentage already worked out during tender evaluation is worked out as follows: $(\text{corrected tender price} - \text{tender price}) / \text{tender price} \times 100$.

124 Omissions

Whenever the omission of any work forms part (or all) of a Variation, the value of which has not been agreed, if:

- a) The Contractor will incur (or has incurred) cost which, if the work had not been omitted, would have been deemed to be covered by a sum forming part of the Accepted Contract Amount;
- b) The omission of the work will result (or has resulted) in this sum not forming part of the Contract Price; and
- c) this cost is not deemed to be included in the evaluation of any substituted work; then the Contractor shall give notice to the Architect accordingly, with supporting particulars. Upon receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine this cost, which shall be included in the Contract Price.

13 VARIATIONS AND ADJUSTMENTS

13.1 Right to Vary

13.1.1 Variations may be initiated by the Architect at any time prior to issuing the Taking-Over Certificate for the Works, either by an instruction or by a request for the Contractor to submit a proposal. No Variation instructed by the Architect under this Clause shall in any way vitiate or invalidate the Contract.

13.1.2 The Contractor shall execute and be bound by each Variation, unless the Contractor promptly gives notice

to the Architect stating (with supporting particulars) that (i) the Contractor cannot readily obtain the Goods required for the Variation, or (ii) such Variation triggers a substantial change in the sequence or progress of the Works. Upon receiving this notice, the Architect shall cancel, confirm or vary the instruction.

13.13 Each Variation may include:

- a) changes to the quantities of any item of work included in the Contract (however, such changes do not necessarily constitute a Variation),
- b) changes to the quality and other characteristics of any item of work,
- c) changes to the levels, positions and/ or dimensions of any part of the Works,
- d) omission of any work unless it is to be carried out by others,
- e) any additional work, Plant, Materials or services necessary for the Permanent Works, including any associated Tests on Completion, boreholes and other testing and exploratory work, or
- f) changes to the sequence or timing of the execution of the Works.

13.14 The Contractor shall not make any alteration and/or modification of the Permanent Works, unless and until the Architect instructs after obtaining approval of the Procuring Entity.

132 Variation Order Procedure

13.21 Prior to any Variation Order under Sub-Clause 13.1.4 the Architect shall notify the Contractor of the nature and form of such variation. As soon as possible after having received such notice, the Contractor shall submit to the Engineer:

- a) A description of work, if any, to be performed and a programme for its execution, and
- b) the Contractor's proposals for any necessary modifications to the Programme according to Sub-Clause 8.3 or to any of the Contractor's obligations under the Contract, and
- c) the Contractor's proposals for adjustment to the Contract Price.

Following the receipt of the Contractor's submission the Architect shall, after due consultation with the Employer and the Contractor, decide as soon as possible whether or not the variation shall be carried out. If the Architect decides that the variation shall be carried out, he shall issue a Variation Order clearly identified as such in accordance with the Contractor's submission or as modified by agreement.

If the Architect and the Contractor are unable to agree the adjustment of the Contract Price, the provisions of Sub-Clause 13.2.2 shall apply.

132.2 Disagreement on Adjustment of the Contract Price

If the Contractor and the Architecture unable to agree on the adjustment of the Contract Price, the adjustment shall be determined in accordance with the rates specified in the Bills of Quantities or Schedule of Daywork Prices. If the rates contained in the Bills of Quantities or Dayworks Prices are not directly applicable to the specific work in question, suitable rates shall be established by the Architect reflecting the level of pricing in the Dayworks Prices. Where rates are not contained in the said Prices, the amount shall be such as is in all the circumstances reasonable, reflecting a market price. Due account shall be taken of any over-or under-recovery of overheads by the Contractor in consequence of the variation. The Contractor shall also be entitled to be paid:

- a) The cost of any partial execution of the Works rendered useless by any such variation,
- b) The cost of making necessary alterations to Plant already manufactured or in the course of manufacture or of any work done that has to be altered in consequence of such a variation,
- c) any additional costs incurred by the Contractor by the disruption of the progress of the Works as detailed in the Programme, and
- d) the net effect of the Contractor's finance costs, including interest, caused by the variation.

The Architect shall on this basis determine the rates or prices to enable on-account payment to be included in certificates of payment.

132.3 Contractor to Proceed

On receipt of a Variation Order, the Contractor shall forth with proceed to carry out the variation and be bound to these Conditions in so doing as if such variation was stated in the Contract. The work shall not be delayed pending the granting of an extension of the Time for Completion or an adjustment to the Contract Price under Sub-Clause 31.3.

133 Value Engineering

- 13.3.1 The Contractor may, at any time, submit to the Architect written proposal which (in the Contractor's opinion) will, if adopted, (i) accelerate completion, (ii) reduce the cost to the Procuring Entity of executing, maintaining or operating the Works, (iii) improve the efficiency or value to the Procuring Entity of the completed Works, or (iv) otherwise be of benefit to the Procuring Entity.
- 13.3.2 The proposal shall be prepared at the cost of the Contractor and shall include the items listed in Sub-Clause 13.3 [Variation Procedure].
- 13.2.3 If a proposal, which is approved by the Engineer, includes a change in the design of part of the Permanent Works, then unless otherwise agreed by both Parties:
- a) The Contractor shall design this part,
 - b) sub-paragraphs (a) to (d) of Sub-Clause 4.1 [Contractor's General Obligations] shall apply, and
 - c) if this change results in a reduction in the contract value of this part, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine a fee, which shall be included in the Contract Price. This fee shall be 50% of the difference between the following amounts:
 - i) such reduction in contract value, resulting from the change, excluding adjustments under Sub-Clause 13.8 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost], and
 - ii) the reduction (if any) in the value to the Procuring Entity of the varied works, taking account of any improvement in quality, anticipated life or operational efficiencies.
- 13.3.4 However, if the amount established in item 13.2.3 (c) (i) is less than amount established in item 13.2.3 (c) (ii), there shall not be a fee. However, if the amount established in item 13.2.3 (c) (i) is more than amount established in item 13.2.3 (c) (ii), it shall result in a price variation to the Procuring Entity.

134 Variation Procedure for Value Engineering proposal

- 134.1 If the Architect requests a proposal, prior to instructing a Variation, the Contractor shall respond in writing as soon as practicable, either by giving reasons why he cannot comply (if this is the case) or by submitting:
- a) A description of the proposed work to be performed and a programme for its execution,
 - b) the Contractor's proposal for any necessary modifications to the programme according to Sub-Clause 8.3 [Programme] and to the Time for Completion, and
 - c) the Contractor's proposal for evaluation of the Variation.
- 134.2 The Architect shall, as soon as practicable after receiving such proposal (under Sub-Clause 13.2 [Value Project Engineering] or otherwise), respond with approval, disapproval or comments. The Contractor shall not delay any work whilst waiting a response.
- 134.3 Each instruction to execute a Variation, with any requirements for the recording of Costs, shall be issued by the Architect to the Contractor, who shall acknowledge receipt.
- 134.4 Each Variation shall be evaluated in accordance with Clause 12 [Measurement and Evaluation], unless the Architect instructs or approves otherwise in accordance with this Clause.

135 Payment in Applicable Currencies

If the Contract provides for payment of the Contract Price in more than one currency, then whenever an adjustment is agreed, approved or determined as stated above, the amount payable in each of the applicable currencies shall be specified. For this purpose, reference shall be made to the actual or expected currency proportions of the Cost of the varied work, and to the proportions of various currencies specified for payment of the Contract Price.

136 Provisional Sums

- 136.1 Each Provisional Sum shall only be used, in whole or in part, in accordance with the Architect instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the Contractor shall include only such amounts, for the work, supplies or services to which the Provisional Sum relates, as the Architect shall have instructed. For each Provisional Sum, the Architect May instruct:
- a) Work to be executed (including Plant, Materials or services to be supplied) by the Contractor and valued under Sub-Clause 13.3 [Variation Procedure]; and/or
 - b) Plant, Materials or services to be purchased by the Contractor, from a nominated Subcontractor (as defined in Clause 5 [Nominated Subcontractors]) or otherwise; and for which there shall be included

in the Contract Price:

- i) The actual amounts paid (or due to be paid) by the Contractor, and
- ii) a sum for overhead charges and profit, calculated as a percentage of these actual amounts by applying the relevant percentage rate (if any) stated in the appropriate Schedule. If there is no such rate, the percentage rate stated in **the Special Conditions of Contract** shall be applied.

13.62 The Contractor shall, when required by the Engineer, produce quotations, invoices, vouchers and accounts or receipts in substantiation.

137 Dayworks

13.71 For work of a minor or incidental nature, the Architect may instruct that a Variation shall be executed on a daywork basis. The work shall then be valued in accordance with the Daywork Schedule included in the Contract, and the following procedure shall apply. If a Daywork Schedule is not included in the Contract, this Sub-Clause shall not apply.

13.72 Before ordering Goods for the work, the Contractor shall submit quotations to the Engineer. When applying for payment, the Contractor shall submit invoices, vouchers and accounts or receipts for any Goods.

13.73 Except for any items for which the Daywork Schedule specifies that payment is not due, the Contractor shall deliver each day to the Architect accurate statements induplicate which shall include the following details of the resources used in executing the previous day's work:

- a) The names, occupations and time of Contractor's Personnel,
- b) the identification, type and time of Contractor's Equipment and Temporary Works, and
- c) the quantities and types of Plant and Materials used.

13.74 One copy of each statement will, if correct, or when agreed, be signed by the Architect and returned to the Contractor. The Contractor shall then submit priced statements of these resources to the Engineer, prior to their inclusion in the next Statement under Sub-Clause 14.3 [Application for Interim Payment Certificates].

138 Adjustments for Changes in Legislation

13.81 The Contract Price shall be adjusted to take account of any increase or decrease in Cost resulting from a change in the Laws of Kenya (including the introduction of new Laws and the repeal or modification of existing Laws) or in the judicial or official governmental interpretation of such Laws, made after the Base Date, which affect the Contractor in the performance of obligations under the Contract.

13.82 If the Contractor suffers (or will suffer) delay and/or incurs (or will incur) additional Cost as a result of these changes in the Laws or in such interpretations, made after the Base Date, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) payment of any such Cost, which shall be included in the Contract Price.

13.83 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

13.84 Notwithstanding the foregoing, the Contractor shall not be entitled to an extension of time if the relevant delay has already been taken into account in the determination of a previous extension of time and such Cost shall not be separately paid if the same shall already have been taken into account in the indexing of any inputs to the table of adjustment data in accordance with the provisions of Sub-Clause 13.8 [Adjustments for Changes in Cost].

139 Adjustments for Changes in Cost

13.91 In this Sub-Clause, "table of adjustment data" means the completed table of adjustment data for local and foreign currencies included in the Schedules. If there is no such table of adjustment data, this Sub-Clause shall not apply.

13.92 If this Sub-Clause applies, the amounts payable to the Contractor shall be adjusted for rises or falls in the cost of labor, Goods and other inputs to the Works, by the addition or deduction of the amounts determined by the formulae prescribed in this Sub-Clause. To the extent that full compensation for any rise or fall in Costs is not covered by the provisions of this or other Clauses, the Accepted Contract Amount shall be

deemed to have included a mounts to cover the contingency of other rises and falls in costs.

- 1393 The adjustment to be applied to the amount otherwise payable to the Contractor, as valued in accordance with the appropriate Schedule and certified in Payment Certificates, shall be determined from formulae for each of the currencies in which the Contract Price is payable. No adjustment is to be applied to work valued on the basis of Cost or current prices. The formulae shall be of the following general type:

Price Adjustment Formula

Prices shall be adjusted for fluctuations in the cost of inputs only if **provided for in the SCC**. If so provided, the amounts certified in each payment certificate, before deducting for Advance Payment, shall be adjusted by applying the respective price adjustment factor to the payment amounts due in each currency. A separate formula of the type specified below applies:

$$P = A + B \frac{I_m}{I_o}$$

where:

P is the adjustment factor for the portion of the Contract Price payable.

A and **B** are coefficients **specified in the SCC**, representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable and

I_m is the index prevailing at the end of the month being invoiced and **I_o** is the index prevailing 30 days before Bid opening for inputs payable.

NOTE: The sum of the two coefficients A and B should be 1 (one) in the formula for each currency. Normally, both coefficients shall be the same in the formulae for all currencies, since coefficient A, for the non-adjustable portion of the payments, is a very approximate figure (usually 0.15) to take account of fixed cost elements or other nonadjustable components. The sum of the adjustments for each currency are added to the Contract Price.

- 1394 The cost indices or reference prices stated in the table of adjustment data shall be used. If their source is in doubt, it shall be determined by the Engineer. Forth is purpose, reference shall be made to the values of the indices at stated dates (quoted in the fourth and fifth columns respectively of the table) for the purposes of clarification of the source; although these dates (and thus these values) may not correspond to the base cost indices.
- 1395 In cases where the “currency of index” is not the relevant currency of payment, each index shall be converted into the relevant currency of payment at the selling rate, established by the Central Bank of Kenya, of this relevant currency on the above date for which the index is required to be applicable.
- 1396 Until such time as each current cost index is available, the Architect shall determine a provisional index for the issue of Interim Payment Certificates. When a current cost index is available, the adjustment shall be recalculated accordingly.
- 1397 If the Contractor fails to complete the Works within the Time for Completion, adjustment of prices there after shall be made using either (i) each index or price applicable on the date 49 days prior to the expiry of the Time for Completion of the Works, or (ii) the current index or price, whichever is more favorable to the Procuring Entity.
- 1398 The weightings (coefficients) for each of the factors of cost stated in the table(s) of adjustment data shall only be adjusted if they have been rendered unreasonable, unbalanced or in applicable, as a result of Variations.

14 CONTRACT PRICE AND PAYMENT

14.1 The Contract Price

14.1.1 Unless otherwise stated in the Special Conditions:

- a) The value of the payment certificate shall be agreed or determined under Sub-Clause 12.3 [Evaluation] and be subject to adjustments in accordance with the Contract;

- b) the Contractor shall pay all taxes, duties and fees required to be paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in Sub-Clause 13.7 [Adjustments for Changes in Legislation];
- c) any quantities which may be set out in the Bill of Quantities or other Schedule are estimated quantities and are not to be taken as the actual and correct quantities:
 - i) of the Works which the Contractor is required to execute, or
 - ii) for the purposes of Clause 12 [Measurement and Evaluation]; and
- d) the Contractor shall submit to the Engineer, within 30 days after the Commencement Date, a proposed breakdown of each lump sum price in the Schedules. The Architect may take account of the breakdown when preparing Payment Certificates but shall not be bound by it.

14.12 Notwithstanding the provisions of subparagraph (b), Contractor's Equipment, including essential spare parts there for, imported by the Contractor for the sole purpose of executing the Contract shall not be exempt from the payment of import duties and taxes upon importation.

14.2 Advance Payment

14.21 The Procuring Entity shall make an advance payment, as an interest-free loan for mobilization and cashflow support, when the Contractor submits a guarantee in accordance with this Clause. The total advance payment, the number and timing of instalments (if more than one), and the applicable currencies and proportions, shall be as stated in the **Special Conditions of Contract**.

14.22 Unless and until the Procuring Entity receives this guarantee, or if the total advance payment is not stated in the Special Conditions of Contract, this Sub-Clause shall not apply.

14.23 The Architect shall deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate for the advance payment or its first instalment after receiving a Statement (under Sub-Clause 14.3 [Application for Interim Payment Certificates]) and after the Procuring Entity receives (i) the Performance Security in accordance with Sub-Clause 4.2 [Performance Security] and (ii) a guarantee in amounts and currencies equal to the advance payment. This guarantee shall be issued by a reputable bank or financial institutions elected by the Contractor and shall be in the form annexed to the Special Conditions or in another form approved by the Procuring Entity.

14.24 The Contractor shall ensure that the guarantee is valid and enforceable until the advance payment has been repaid, but its amount shall be progressively reduced by the amount repaid by the Contractor as indicated in the Payment Certificates. If the terms of the guarantee specify its expiry date, and the advance payment has not been repaid by the date 30 days prior to the expiry date, the Contractor shall extend the validity of the guarantee until the advance payment has been repaid.

14.25 Unless stated otherwise in **the Special Conditions of Contract**, the advance payment shall be repaid through percentage deductions from the interim payments determined by the Architect in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates], as follows:

- a) Deductions shall commence in the next interim Payment Certificate following that in which the total of all certified interim payments (excluding the advance payment and deductions and repayments of retention) exceeds 30 percent (30%) of the Accepted Contract Amount less Provisional Sums; and
- b) deductions shall be made at the amortization rate stated in the **Special Conditions of Contract** of the amount of each Interim Payment Certificate (excluding the advance payment and deductions for its repayments as well as deductions for retention money) in the currencies and proportions of the advance payment until such time as the advance payment has been repaid; provided that the advance payment shall be completely repaid prior to the time when 90 percent (90%) of the Accepted Contract Amount less Provisional Sums has been certified for payment.

14.26 If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Procuring Entity], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due and in case of termination under Clause 15 [Termination by Procuring Entity], except for Sub-Clause 14.2.7 [Procuring Entity's Entitlement to Termination for Convenience], payable by the Contractor to the Procuring Entity.

143 Application for Interim Payment Certificates

- 143.1 The Contractor shall submit a Statement (in number of copies indicated in the **Special Conditions of Contract**) to the Architect after the end of each month, in a form approved by the Engineer, showing in detail the amounts to which the Contractor considers itself to be entitled, together with supporting documents which shall include the report on the progress during this month in accordance with Sub-Clause 4.21 [Progress Reports].
- 143.2 The Statement shall include the following items, as applicable, which shall be expressed in the various currencies in which the Contract Price is payable, in the sequence listed:
- a) the estimated contract value of the Works executed and the Contractor's Documents produced up to the end of the month (including Variations but excluding items described in sub-paragraphs (b) to (g) below);
 - b) any amounts to be added and deducted for changes in legislation and changes in cost, in accordance with Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost];
 - c) any amount to be deducted for retention, calculated by applying the percentage of retention stated in **the Special Conditions of Contract** to the total of the above amounts, until the amount so retained by the Procuring Entity reaches the limit of Retention Money (if any) stated **in the Special Conditions of Contract**;
 - d) any amounts to be added for the advance payment and (if more than one instalment) and to be deducted for its repayments in accordance with Sub-Clause 14.2 [Advance Payment];
 - e) any amounts to be added and deducted for Plant and Materials in accordance with Sub-Clause 14.5 [Plant and Materials intended for the Works];
 - f) any other additions or deductions which may have become due under the Contract otherwise, including those under Clause 20 [Claims, Disputes and Arbitration]; and
 - g) the deduction of amounts certified in all previous Payment Certificates.

144 Schedule of Payments

- 144.1 If the Contract includes a schedule of payments specifying the instalments in which the Contract Price will be paid, then unless otherwise stated in this schedule:
- a) The instalments quoted in this schedule of payments shall be the estimated contract values for the purposes of sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates];
 - b) Sub-Clause 14.5 [Plant and Materials intended for the Works] shall not apply; and
 - c) If these instalments are not defined by reference to the actual progress achieved in executing the Works, and if actual progress is found to be less or more than that on which this schedule of payments was based, then the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine revised instalments, which shall take account of the extent to which progress is less or more than that on which the instalments were previously based.
- 144.2 If the Contract does not include a schedule of payments, the Contractor shall submit non-binding estimates of the payments which he expects to become due during each quarterly period. The first estimate shall be submitted within 42 days after the Commencement Date. Revised estimates shall be submitted at quarterly intervals, until the Taking-Over Certificate has been issued for the Works.

145 Plant and Materials intended for the Works

- 145.1 If this Sub-Clause applies, Interim Payment Certificates shall include, under sub-paragraph (e) of Sub-Clause 14.3, (i) an amount for Plant and Materials which have been sent to the Site for incorporation in the Permanent Works, and (ii) a reduction when the contract value of such Plant and Materials is included as part of the Permanent Works under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates].
- 145.2 If the lists referred to in sub-paragraphs (b)(i) or (c)(i) below are not included in the Schedules, this Sub-Clause shall not apply.
- 145.3 The Architect shall determine and certify each addition if the following conditions are satisfied:
- a) The Contractor has:

- i) kept satisfactory records (including the orders, receipts, Costs and use of Plant and Materials) which are available for inspection, and
- (ii) submitted statement of the Cost of acquiring and delivering the Plant and Materials to the Site, supported by satisfactory evidence;

and either:

- b) the relevant Plant and Materials:
 - i) are those listed in the Schedules for payment when shipped,
 - ii) have been shipped to Kenya, enroute to the Site, in accordance with the Contract; and
 - iii) are described in a clean shipped bill of lading or other evidence of shipment, which has been submitted to the Architect together with evidence of payment of freight and insurance, any other documents reasonably required, and a bank guarantee in a form and issued by an entity approved by the Procuring Entity in amounts and currencies equal to the amount due under this Sub-Clause: this guarantee may be in a similar form to the form referred to in Sub-Clause 14.2 [Advance Payment] and shall be valid until the Plant and Materials are properly stored on Site and protected against loss, damage or deterioration; or
- c) the relevant Plant and Materials:
 - i) are those listed in the Schedules for payment when delivered to the Site, and
 - ii) have been delivered to and are properly stored on the Site, are protected against loss, damage or deterioration and appear to be in accordance with the Contract.

1454 The additional amount to be certified shall be the equivalent of eighty percent (80%) of the Architect determination of the cost of the Plant and Materials (including delivery to Site), taking account of the documents mentioned in this Sub-Clause and of the contract value of the Plant and Materials.

1455 The currencies for this additional amount shall be the same as those in which payment will become due when the contract value is included under sub-paragraph (a) of Sub-Clause 14.3 [Application for Interim Payment Certificates]. At that time, the Payment Certificate shall include the applicable reduction which shall be equivalent to, and in the same currencies and proportions as, this additional amount for the relevant Plant and Materials.

146 Issue of Interim Payment Certificates

1461 No amount will be certified or paid until the Procuring Entity has received and approved the Performance Security. Thereafter, the Architect shall, within 30 days after receiving a Statement and supporting documents, deliver to the Procuring Entity and to the Contractor an Interim Payment Certificate which shall state the amount which the Architect fairly determines to be due, with all supporting particulars for any reduction or withholding made by the Architect on the Statement if any.

1462 However, prior to issuing the Taking-Over Certificate for the Works, the Architect shall not be bound to issue an Interim Payment Certificate in an amount which would (after retention and other deductions) be less than the minimum amount of Interim Payment Certificates (if any) stated **in the Special Conditions of Contract**. In this event, the Architect shall give notice to the Contractor accordingly.

1463 An Interim Payment Certificate shall not be withheld for any other reason, although:

- a) if anything supplied or work done by the Contractor is not in accordance with the Contract, the cost of rectification or replacement may be withheld until rectification or replacement has been completed; and/or
- b) if the Contractor was or is failing to perform any work or obligation in accordance with the Contract, and had been so notified by the Engineer, the value of this work or obligation may be withheld until the work or obligation has been performed.

4.6.4 The Architect may in any Payment Certificate make any correction or modification that should properly be made to any previous Payment Certificate. A Payment Certificate shall not be deemed to indicate the Architect acceptance, approval, consent or satisfaction.

14.7 Payment

14.7.1 The Procuring Entity shall pay to the Contractor:

- a) The advance payment shall be paid within 60 days after signing of the contract by both parties or within 60 days after receiving the documents in accordance with Sub-Clause 4.2 [Performance Security] and Sub- Clause 14.2 [Advance Payment], whichever is later;
- b) The amount certified in each Interim Payment Certificate within 60 days after the Architect Issues Interim Payment Certificate; and
- c) the amount certified in the Final Payment Certificate within 60 days after the Procuring Entity Issues Interim Payment Certificate; or after determination of any disputed amount shown in the Final Statement in accordance with Sub-Clause 16.2 [Termination by Contractor].

14.7.2 Payment of the amount due in each currency shall be made into the bank account, nominated by the Contractor, in the payment country (forth is currency) specified in the Contract.

14.8 Delayed Payment

14.8.1 If the Contractor does not receive payment in accordance with Sub-Clause 14.7 [Payment], the Contractor shall be entitled to receive financing charges (simple interest) monthly on the amount unpaid during the period of delay. This period shall be deemed to commence on the date for payment specified in Sub-Clause 14.7 [Payment], irrespective (in the case of its sub-paragraph (b) of the date on which any Interim Payment Certificate is issued.

14.8.2 These financing charges shall be calculated at the annual rate of three percentage points above the mean rate of the Central Bank in Kenya of the currency of payment, or if not available, the inter-bank offered rate, and shall be paid in such currency.

14.8.3 The Contractor shall be entitled to this payment without formal notice and certification, and without prejudice to any other right or remedy.

14.9 Payment of Retention Money

14.9.1 When the Taking-Over Certificate has been issued for the Works, the first half of the Retention Money shall be certified by the Architect for payment to the Contractor. If a Taking-Over Certificate is issued for a Section or part of the Works, a proportion of the Retention Money shall be certified and paid. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section or part, by the estimated final Contract Price.

14.9.2 Promptly after the latest of the expiry dates of the Defects Liability Periods, the outstanding balance of the Retention Money shall be certified by the Architect for payment to the Contractor. If a Taking-Over Certificate was issued for a Section, a proportion of the second half of the Retention Money shall be certified and paid promptly after the expiry date of the Defects Notification Period for the Section. This proportion shall be half (50%) of the proportion calculated by dividing the estimated contract value of the Section by the estimated final Contract Price.

14.9.3 However, if any work remains to be executed under Clause 11 [Defects Liability], the Architect shall be entitled to withhold certification of the estimated cost of this work until it has been executed.

14.9.4 When calculating these proportions, no account shall be taken of any adjustments under Sub-Clause 13.7 [Adjustments for Changes in Legislation] and Sub-Clause 13.8 [Adjustments for Changes in Cost].

14.9.5 Unless otherwise stated in the Special Conditions, when the Taking-Over Certificate has been issued for the Works and the first half of the Retention Money has been certified for payment by the Engineer, the Contractor shall be entitled to substitute a Retention Money Security guarantee, in the form annexed to the Special Conditions or in another form approved by the Procuring Entity and issued by a reputable bank or financial institution selected by the Contractor, for the second half of the Retention Money.

14.9.6 The Procuring Entity shall return the Retention Money Security guarantee to the Contractor within 14 days after receiving a copy of the Completion Certificate.

14.10 Statement at Completion

14.10.1 Within 84 days after receiving the Taking-Over Certificate for the Works, the Contractor shall submit to

the Architect three copies of a Statement at completion with supporting documents, in accordance with Sub- Clause 14.3 [Application for Interim Payment Certificates], showing:

- a) the value of all work done in accordance with the Contract up to the date stated in the Taking-Over Certificate for the Works,
- b) any further sums which the Contractor considers to be due, and
- c) an estimate of any other amounts which the Contractor considers will become due to him under the Contract. Estimated amounts shall be shown separately in this Statement at completion.

14.102 The Architect shall then certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates].

14.11 Application for Final Payment Certificate

14.11.1 Within 60 days after receiving the Completion Certificate, the Contractor shall submit, to the Engineer, six copies of a draft final statement with supporting documents showing in detail in a form approved by the Engineer:

- a) The value of all work done in accordance with the Contract, and
- b) Any further sums which the Contractor considers to be due to him under the Contractor otherwise.

14.11.2 If the Architect disagrees with or cannot verify any part of the draft final statement, the Contractor shall submit such further information as the Architect may reasonably require within 30 days from receipt of said draft and shall make such changes in the draft as may be agreed between them. The Contractor shall then prepare and submit to the Architect the final statement as agreed. This agreed statement is referred to in these Conditions as the "Final Statement".

14.11.3 However, if, following discussions between the Architect and the Contractor and any changes to the draft final statement which are agreed, it becomes evident that a dispute exists, the Architect shall deliver to the Procuring Entity (with a copy to the Contractor) an Interim Payment Certificate for the agreed parts of the draft final statement. Thereafter, if the dispute is finally resolved under Sub-Clause 20.4 [Obtaining Dispute Board's Decision] or Sub-Clause 20.5 [Amicable Settlement], the Contractor shall then prepare and submit to the Procuring Entity (with a copy to the Engineer) a Final Statement.

14.12 Discharge

When submitting the Final Statement, the Contractor shall submit a discharge which confirms that the total of the Final Statement represents full and final settlement of all moneys due to the Contractor under or in connection with the Contract. This discharge may state that it becomes effective when the Contractor has received the Performance Security and the outstanding balance of this total, in which event the discharge shall be effective on such date.

14.13 Issue of Final Payment Certificate

14.13.1 Within 30days after receiving the Final Statement and discharge in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall deliver, to the Procuring Entity and to the Contractor, the Final Payment Certificate which shall state:

- a) The amount which he fairly determines is finally due, and
- b) After giving credit to the Procuring Entity for all amounts previously paid by the Procuring Entity and for all sums to which the Procuring Entity is entitled, the balance (if any) due from the Procuring Entity to the Contractor or from the Contractor to the Procuring Entity, as the case may be.

14.13.2 If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.11 [Application for Final Payment Certificate] and Sub-Clause 14.12 [Discharge], the Architect shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 30 days, the Architect shall issue the Final Payment Certificate for such amount as he fairly determines to be due.

14.14 Cessation of Procuring Entity's Liability

14.14.1 The Procuring Entity shall not be liable to the Contractor for any matter or thing under or in connection with the Contract or execution of the Works, except to the extent that the Contractor shall have included an amount expressly for it:

- a) in the Final Statement and also,

- b) (except for matters or things arising after the issue of the Taking-Over Certificate for the Works) in the Statement at completion described in Sub-Clause 14.10 [Statement at Completion].

14.14.2 However, this Sub-Clause shall not limit the Procuring Entity's liability under his indemnification obligations, or the Procuring Entity's liability in any case of fraud, deliberate default or reckless misconduct by the Procuring Entity.

14.15 Currencies of Payment

The Contract Price shall be paid in the currency or currencies named in the Schedule of Payment Currencies. If more than one currency is so named, payments shall be made as follows:

- a) If the Accepted Contract Amount was expressed in Local Currency only:
 - i) the proportions or amounts of the Local and Foreign Currencies, and the fixed rates of exchange to be used for calculating the payments, shall be as stated in the Schedule of Payment Currencies, except as otherwise agreed by both Parties;
 - ii) payments and deductions under Sub-Clause 13.5 [Provisional Sums] and Sub-Clause 13.7 [Adjustments for Changes in Legislation] shall be made in the applicable currencies and proportions; and
 - iii) other payments and deductions under sub-paragraphs (a) to (d) of Sub-Clause 14.3 [Application for Interim Payment Certificates] shall be made in the currencies and proportions specified in sub-paragraph (a) (i) above;
- b) payment of the damages specified in the Special Conditions of Contract, shall be made in the currencies and proportions specified in the Schedule of Payment Currencies;
- c) other payments to the Procuring Entity by the Contractor shall be made in the currency in which the sum was expended by the Procuring Entity, or in such currency as may be agreed by both Parties;
- d) if any amount payable by the Contractor to the Procuring Entity in a particular currency exceeds the sum payable by the Procuring Entity to the Contractor in that currency, the Procuring Entity may recover the balance of this amount from the sums otherwise payable to the Contractor in other currencies; and
- e) if no rates of exchange are stated in the Schedule of Payment Currencies, they shall be those prevailing on the Base Date and determined by the Central Bank of Kenya.

15 TERMINATION BY PROCURING ENTITY

15.1 Notice to correct any defects or failures

If the Contractor fails to carry out any obligation under the Contract, the Architect may by notice require the Contractor to make good the failure and to remedy it within 30 days.

15.2 Termination by Procuring Entity

- 15.2.1 The Procuring Entity shall be entitled to terminate the Contract if the Contractor breaches the contract based on following circumstances which shall include but not limited to:
- a) fails to comply with Sub-Clause 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice to Correct],
 - b) abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the Contract,
 - c) without reasonable excuse fails:
 - i) to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or
 - ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work], within 30 days after receiving it,
 - d) subcontracts the major part or whole of the Works or assigns the Contract without the consent of the Procuring Entity,
 - e) becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or
 - f) gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or

other thing of value, as an induce mentor reward:

- i) for doing or for bearing to do any action in relation to the Contract, or
- ii) for showing or for bearing to show favor or disfavor to any person in relation to the Contract, or
- iii) if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such induce mentor reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination, or
- g) If the contract or repeatedly fails to remedy delivers defective work,
- h) based on reasonable evidence, has engaged in Fraud and Corruption as defined in paragraph 2.2 of the Appendix B to these General Conditions, in competing for or in executing the Contract.

1522 In any of these events or circumstances, the Procuring Entity may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (e) or (f) or (g) or (h), the Procuring Entity may by notice terminate the Contract immediately.

1523 The Procuring Entity's election to terminate the Contract shall not prejudice any other rights of the Procuring Entity, under the Contractor otherwise.

1524 The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.

1525 After termination, the Procuring Entity may complete the Works and/ or arrange for any other entities to do so. The Procuring Entity and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.

1526 The Procuring Entity shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Procuring Entity, these items may be sold by the Procuring Entity in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

153 Valuation at Date of Termination

As soon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other sums due to the Contractor for work executed in accordance with the Contract.

154 Payment after Termination

After a notice of termination under Sub-Clause 15.2 [Termination by Procuring Entity] has taken effect, the Procuring Entity may:

- a) Proceed in accordance with Sub-Clause 2.5 [Procuring Entity's Claims],
- b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Procuring Entity, have been established, and/ or
- c) recover from the Contractor any losses and damages incurred by the Procuring Entity and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Procuring Entity shall pay any balance to the Contractor.

155 Procuring Entity's Entitlement to Termination for Convenience

The Procuring Entity shall be entitled to terminate the Contract, at any time at the Procuring Entity's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 30 days after the later of the dates on which the Contractor receives this notice or the Procuring Entity returns the Performance Security. The Procuring Entity shall not terminate the Contract under this Sub-Clause in order to execute the Works itself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor]. After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on

Termination].

15.6 Fraud and Corruption

The Contractor shall ensure compliance with the Kenya Government's Anti-Corruption Laws and its prevailing sanctions.

15.7 Corrupt gifts and payments of commission

15.7.1 The Contractor shall not;

- a) Offer or give or agree to give to any person in the service of the Procuring Entity any gift or consideration of any kind as an inducement or reward for doing or for bearing to door for having done or for borne to do any act in relation to the obtaining or execution of this or any other Contract for the Procuring Entity or for showing or for bearing to show favor or disfavor to any person in relation to this or any other contract for the Procuring Entity.
- b) Enter into this or any other contract with the Procuring Entity in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment there of have been disclosed in writing to the Procuring Entity.

15.7.2 Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement and Asset Disposal Act (2015) and the Anti-Corruption and Economic Crimes Act (2003) of the Laws of Kenya.

16 SUSPENSION AND TERMINATION BY CONTRACTOR

16.1 Contractor's Entitlement to Suspend Work

16.1.1 If the Architect fails to certify in accordance with Sub-Clause 14.6 [Issue of Interim Payment Certificates] or Sub-Clause 14.7 [Payment], or not receiving instructions that would enable the contractor to proceed with the works in accordance with the program, the Contractor may, after giving not less than 30 days' notice to the Procuring Entity, suspend work (or reduce the rate of work) unless and until the Contractor has received the Payment Certificate, reasonable evidence or payment, as the case may be and as described in the notice.

16.1.2 The Contractor's action shall not prejudice his entitlements to financing charges under Sub-Clause 14.8 [Delayed Payment] and to termination under Sub-Clause 16.2 [Termination by Contractor].

16.1.3 If the Contractor subsequently receives such Payment Certificate, evidence or payment (as described in the relevant Sub-Clause and in the above notice) before giving a notice of termination, the Contractor shall resume normal working as soon as is reasonably practicable.

16.1.4 If the Contractor suffers delay and/or incurs Cost as a result of suspending work (or reducing the rate of work) in accordance with this Sub-Clause, the Contractor shall give notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) payment of any such Cost-plus profit, which shall be included in the Contract Price.

16.2 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

16.3 Termination by Contractor

16.3.1 The Contractor shall be entitled to terminate the Contract if:

- a) the Architect fails, within 60 days after receiving a Statement and supporting documents, to issue the relevant Payment Certificate,
- b) the Contractor does not receive the amount due under an Interim Payment Certificate within 90 days after the expiry of the time stated in Sub-Clause 14.7 [Payment] within which payment is to be made (except for deductions in accordance with Sub-Clause 2.5 [Procuring Entity's Claims]),

- c) the Procuring Entity substantially fails to perform his obligations under the Contract in such manner as to materially and adversely affect the economic balance of the Contract and/or the ability of the Contractor to perform the Contract,
- d) a prolonged suspension affects the whole of the Works as described in Sub-Clause 8.11 [Prolonged Suspension], or
- e) the Procuring Entity becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events.
- f) the Contractor does not receive the Architect instruction recording the agreement of both Parties on the fulfilment of the conditions for the Commencement of Works under Sub-Clause 8.1 [Commencement of Works].

1632 In any of these events or circumstances, the Contractor may, upon giving 14 days' notice to the Procuring Entity, terminate the Contract. However, in the case of sub-paragraph (f) or (g), the Contractor may by notice terminate the Contract immediately.

1633 The Contractor's election to terminate the Contract shall not prejudice any other rights of the Contractor, under the Contract otherwise.

164 Cessation of Work and Removal of Contractor's Equipment

After a notice of termination under Sub-Clause 15.5 [Procuring Entity's Entitlement to Termination for Convenience], Sub-Clause 16.2 [Termination by Contractor] or Sub-Clause 19.6 [Optional Termination, Payment and Release] has taken effect, the Contractor shall promptly:

- a) cease all further work, except for such work as may have been instructed by the Architect for the protection of life or property or for the safety of the Works,
- b) hand over Contractor's Documents, Plant, Materials and other work, for which the Contractor has received payment, and
- c) remove all other Goods from the Site, except as necessary for safety, and leave the Site.

165 Payment on Termination

After a notice of termination under Sub-Clause 16.2 [Termination by Contractor] has taken effect, the Procuring Entity shall promptly:

- a) Return the Performance Security to the Contractor,
- b) pay the Contractor in accordance with Sub-Clause 19.6 [Optional Termination, Payment and Release], and
- c) pay to the Contractor the amount of any loss or damage sustained by the Contractor as a result of this termination.

17. RISK AND RESPONSIBILITY

17.1 Indemnities

17.1.1 The Contractor shall indemnify and hold harmless the Procuring Entity, the Procuring Entity's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- a) Bodily injury, sickness, disease or death, of any person what so ever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless attributable to any negligence, willful actor breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and
- b) damage to or loss of any property, real or personal (other than the Works), to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any defects, unless and to the extent that any such damage or loss is attributable to any negligence, willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

17.1.2 The Procuring Entity shall indemnify and hold harmless the Contractor, the Contractor's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of (1) bodily injury, sickness, disease or death, which is attributable to any negligence,

willful act or breach of the Contract by the Procuring Entity, the Procuring Entity's Personnel, or any of their respective agents, and (2) the matters for which liability may be excluded from insurance cover, as described in sub-paragraphs (d)(i), (ii) and (iii) of Sub-Clause 18.3 [Insurance Against Injury to Persons and Damage to Property], unless and to the extent that any such damage or loss is attributable to any negligence, willful actor breach of the Contract by the contractor, the contractor's Personnel, their respective agents, or anyone directly or indirectly employed by any of them.

172 Contractor's Care of the Works

- 172.1 The Contractor shall take full responsibility for the care of the Works and Goods from the Commencement Date until the Taking-Over Certificate is issued (or is deemed to be issued under Sub-Clause 10.1 [Taking Over of the Works and Sections]) for the Works, when responsibility for the care of the Works shall pass to the Procuring Entity. If a Taking-Over Certificate is issued (or is so deemed to be issued) for any Section or part of the Works, responsibility for the care of the Section or part shall then pass to the Procuring Entity.
- 172.2 After responsibility has accordingly passed to the Procuring Entity, the Contractor shall take responsibility for the care of any work which is outstanding on the date stated in a Taking-Over Certificate, until this outstanding work has been completed.
- 172.3 If any loss or damage happens to the Works, Goods or Contractor's Documents during the period when the Contractor is responsible for their care, from any cause not listed in Sub-Clause 17.3 [Procuring Entity's Risks], the Contractor shall rectify the loss or damage at the Contractor's risk and cost, so that the Works, Goods and Contractor's Documents conform with the Contract.
- 172.4 The Contractor shall be liable for any loss or damage caused by any actions performed by the Contractor after a Taking-Over Certificate has been issued. The Contractor shall also be liable for any loss or damage which occurs after a Taking-Over Certificate has been issued and which arose from a previous event for which the Contractor was liable.

173 Procuring Entity's Risks

The risks referred to in Sub-Clause 17.4 [Consequences of Procuring Entity's Risks] below, in so far as they directly affect the execution of the Works in Kenya, are:

- a) War hostilities (whether war be declared or not),
- b) rebellion, riot, commotion or disorder, terrorism, sabotage by persons other than the Contractor's Personnel,
- c) explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such explosives, radiation or radio-activity,
- d) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds,
- e) use or occupation by the Procuring Entity of any part of the Permanent Works, except as may be specified in the Contract,
- f) design of any part of the Works by the Procuring Entity's Personnel or by others for whom the Procuring Entity is responsible, and
- g) any operation of the forces of nature which is Unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate preventive precautions.

174 Consequences of Procuring Entity's Risks

- 174.1 If and to the extent that any of the risks listed in Sub-Clause 17.3 above results in loss or damage to the Works, Goods or Contractor's Documents, the Contractor shall promptly give notice to the Architect and shall rectify this loss or damage to the extent required by the Engineer.
- 174.2 If the Contractor suffers delay and/ or incurs Cost from rectifying this loss or damage, the Contractor shall give a further notice to the Architect and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:
- (a) An extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
 - (b) Payment of any such Cost, which shall be included in the Contract Price. In the case of sub-paragraphs (e) and (g) of Sub-Clause 17.3 [Procuring Entity's Risks], Accrued Costs shall be payable.
- 174.3 After receiving this further notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

175 Intellectual and Industrial Property Rights

- 175.1 In this Sub-Clause, “infringement” shall refer to an infringement (or alleged infringement) of any patent, registered design, copyright, trade mark, trade name, trade secret or other intellectual or industrial property right relating to the Works; and “claim” shall refer to a claim (or proceedings pursuing a claim) alleging an infringement.
- 175.2 Whenever a Party does not give notice to the other Party of any claim within 30 days of receiving the claim, the first Party shall be deemed to have waived any right to indemnity under this Sub-Clause.
- 175.3 The Procuring Entity shall indemnify and hold the Contractor harmless against and from any claim alleging an infringement which is or was:
- a) An un avoidable result of the Contractor's compliance with the Contract, or
 - b) A result of any Works being used by the Procuring Entity:
 - i) for a purpose other than that indicated by, or reasonably to be inferred from, the Contract, or
 - ii) in conjunction with anything not supplied by the Contractor, unless such use was disclosed to the Contractor prior to the Base Date or is stated in the Contract.
- 175.4 The Contractor shall indemnify and hold the Procuring Entity harmless again stand from any other claim which arises out of or in relation to (i) the manufacture, use, sale or import of any Goods, or (ii) any design for which the Contractor is responsible.
- 175.5 If a Party is entitled to be indemnified under this Sub-Clause, the indemnifying Party may (at its cost) conduct negotiations for the settlement of the claim, and any litigation or arbitration which may arise from it. The other Party shall, at the request and cost of the indemnifying Party, assist in contesting the claim. This other Party (and its Personnel) shall not make any admission which might be prejudicial to the indemnifying Party, unless the indemnifying Party failed to take over the conduct of any negotiations, litigation or arbitration upon being requested to do so by such other Party.
- 175.6 For operation and maintenance of any plant or equipment installed, the contractor shall grant a non-exclusive and non-transferable license to the Procuring Entity under the patent, utility models ,or other intellectual rights owned by the contractor or a third party from whom the contract or has received the rights to grant sub-licenses and shall also grant to the Procuring Entity a non-exclusive and non-transferable rights (without the rights to sub-license) to use the know-how and other technical information disclosed to the contract or under the contract. Nothing contained here-in shall be construed as transferring ownership of any patent, utility model, trademark, design, copy right, know-how or other intellectual rights from the contractor or any other third party to the Procuring Entity.

176 Limitation of Liability

- 176.1 Neither Party shall be liable to the other Party for loss of use of any Works, loss of profit, loss of any contractor for any in director consequential loss or damage which may be suffered by the other Party in connection with the Contract, other than as specifically provided in Sub-Clause 8.7 [Delay Damages]; Sub-Clause 11.2 [Cost of Remedying Defects]; Sub-Clause 15.4 [Payment after Termination]; Sub-Clause 16.4 [Payment on Termination]; Sub-Clause 17.1 [Indemnities]; Sub-Clause 17.4(b) [Consequences of Procuring Entity's Risks] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights].
- 176.2 The total liability of the Contractor to the Procuring Entity, under or in connection with the Contract other than under Sub-Clause 4.19 [Electricity, Water and Gas], Sub-Clause 4.20 [Procuring Entity's Equipment and Free- Issue Materials], Sub-Clause 17.1 [Indemnities] and Sub-Clause 17.5 [Intellectual and Industrial Property Rights], shall not exceed the sum resulting from the application of a multiplier (less or greater than one) to the Accepted Contract Amount, as stated in **the Special Conditions of Contract**, or (if such multiplier or other sum is not so stated) the Accepted Contract Amount.
- 176.3 This Sub-Clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the defaulting Party.

177 Use of Procuring Entity's Accommodation/Facilities

- 177.1 The Contractor shall take full responsibility for the care of the Procuring Entity provided accommodation and facilities, if any, as detailed in the Specification, from the respective dates of hand-over to the Contractor until cessation of occupation (where hand-over or cessation of occupation may take place after the date stated in the Taking-Over Certificate for the Works).

17.72 If any loss or damage happens to any of the above items while the Contractor is responsible for their care arising from any cause whatsoever other than those for which the Procuring Entity is liable, the Contractor shall, at his own cost, rectify the loss or damage to the satisfaction of the Engineer.

18 INSURANCE

18.1 General Requirements for Insurances

18.1.1 In this Clause, “insuring Party” means, for each type of insurance, the Party responsible for effecting and maintaining the insurance specified in the relevant Sub-Clause.

18.1.2 Wherever the Contractor is the insuring Party, each insurance shall be effected with insurers and in terms approved by the Procuring Entity. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

18.1.3 Wherever the Procuring Entity is the insuring Party, each insurance shall be effected with insurers and in terms acceptable to the Contractor. These terms shall be consistent with any terms agreed by both Parties before the date of the Letter of Acceptance. This agreement of terms shall take precedence over the provisions of this Clause.

18.1.4 If a policy is required to indemnify joint insured, the cover shall apply separately to each insured as though a separate policy had been issued for each of the joint insured. If a policy indemnifies additional joint insured, namely in addition to the insured specified in this Clause, (i) the Contractor shall act under the policy on behalf of these additional joint insured except that the Procuring Entity shall act for Procuring Entity's Personnel, (ii) additional joint insured shall not be entitled to receive payments directly from the insurer or to have any other direct dealings with the insurer, and (iii) the insuring Party shall require all additional joint insured to comply with the conditions stipulated in the policy.

18.1.5 Each policy insuring against loss or damage shall provide for payments to be made in the currencies required to rectify the loss or damage. Payments received from insurers shall be used for the rectification of the loss or damage.

18.1.6 The relevant insuring Party shall, within the respective periods stated in **the Special Conditions of Contract** (calculated from the Commencement Date), submit to the other Party:

- a) Evidence that the insurances described in this Clause have been affected, and
- b) copies of the policies for the insurances described in Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment] and Sub-Clause 18.3 [Insurance against Injury to Persons and Damage to Property].

18.1.7 When each premium is paid, the insuring Party shall submit evidence of payment to the other Party. Whenever evidence or policies are submitted, the insuring Party shall also give notice to the Engineer.

18.1.8 Each Party shall comply with the conditions stipulated in each of the insurance policies. The insuring Party shall keep the insurers informed of any relevant changes to the execution of the Works and ensure that insurance is maintained in accordance with this Clause.

18.1.9 Neither Party shall make any material alteration to the terms of any insurance without the prior approval of the other Party. If an insurer makes (or at tempts to make) any alteration, the Party first notified by the insurer shall promptly give notice to the other Party.

18.1.10 If the insuring Party fails to effect and keep in force any of the insurances it is required to effect and maintain under the Contractor fails to provide satisfactory evidence and copies of policies in accordance with this Sub- Clause, the other Party may (at its option and without prejudice to any other right or remedy) effect insurance for the relevant coverage and pay the premiums due. The insuring Party shall pay the amount of these premiums to the other Party, and the Contract Price shall be adjusted accordingly.

18.1.11 Nothing in this Clause limits the obligations, liabilities or responsibilities of the Contractor or the Procuring Entity, under the other terms of the Contractor otherwise. Any amounts not insured or not recovered from the insurers shall be borne by the Contractor and/or the Procuring Entity.

18.1.12 Procuring Entity in accordance with these obligations, liabilities or responsibilities. However, if the insuring Party fails to effect and keep in force an insurance which is available and which it is required to

effect and maintain under the Contract, and the other Party neither approves the omission nor effects insurance for the coverage relevant to this default, any moneys which should have been recoverable under this insurance shall be paid by the insuring Party.

18.1.13 Payments by one Party to the other Party shall be subject to Sub-Clause 2.5 [Procuring Entity's Claims] or Sub-Clause 20.1 [Contractor's Claims], as applicable.

18.1.14 The Contractor shall be entitled to place all insurance relating to the Contract (including, but not limited to the insurance referred to Clause 18) with insurers from any eligible source country.

182 Insurance for Works and Contractor's Equipment

182.1 The insuring Party shall insure the Works, Plant, Material and Contractor's Documents for not less than the full reinstatement cost including the costs of demolition, removal of debris and professional fees and profit. This insurance shall be effective from the date by which the evidence is to be submitted under subparagraph (a) of Sub-Clause 18.1 [General Requirements for Insurances], until the date of issue of the Taking-Over Certificate for the Works.

182.2 The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor in the course of any other operations (including those under Clause 11 [Defects Liability]).

182.3 The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.

182.4 Unless otherwise stated in the Special Conditions, insurances under this Sub-Clause:

- a) Shall be effected and maintained by the Contractor as insuring Party,
- b) shall be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated to the Party actually bearing the costs of rectifying the loss or damage,
- c) shall cover all loss and damage from any cause not listed in Sub-Clause 17.3 [Procuring Entity's Risks],
- d) shall also cover, to the extent specifically required in the tendering documents of the Contract, loss or damage to a part of the Works which is attributable to the use or occupation by the Procuring Entity of another part of the Works, and loss or damage from the risks listed in subparagraphs (c), (g) and (h) of Sub-Clause 17.3 [Procuring Entity's Risks], excluding (in each case) risks which are not insurable at commercially reasonable terms, with deductibles per occurrence of not more than the amount stated **in the Special Conditions** of Contract (if an amount is not so stated, this subparagraph (d) shall not apply), and
- e) may however exclude loss of, damage to, and reinstatement of:
 - i) a part of the Works which is in a defective condition due to a defect in its design, materials or workmanship (but cover shall include any other parts which are lost or damaged as a direct result of this defective condition and not as described in subparagraph (ii) below),
 - ii) a part of the Works which is lost or damaged in order to reinstate any other part of the Works if this other part is in a defective condition due to a defect in its design, materials or workmanship,
 - iii) a part of the Works which has been taken over by the Procuring Entity, except to the extent that the Contractor is liable for the loss or damage, and
 - iv) Goods while they are not in Kenya, subject to Sub-Clause 14.5 [Plant and Materials intended for the Works].

182.5 If, more than one year after the Base Date, the cover described in subparagraph (d) above ceases to be available at commercially reasonable terms, the Contractor shall (as insuring Party) give notice to the Procuring Entity, with supporting particulars. The Procuring Entity shall then (i) be entitled subject to Sub-Clause 2.5 [Procuring Entity's Claims] to payment of an amount equivalent to such commercially reasonable terms as the Contractor should have expected to have paid for such cover, and (ii) be deemed, unless he obtains the cover at commercially reasonable terms, to have approved the omission under Sub-Clause 18.1 [General Requirements for Insurances].

183 Insurance against Injury to Persons and Damage to Property

- 183.1 The insuring Party shall insure against each Party's liability for any loss, damage, death or bodily injury which may occur to any physical property (except things insured under Sub-Clause 18.2 [Insurance for Works and Contractor's Equipment]) or to any person (except persons insured under Sub-Clause 18.4 [Insurance for Contractor's Personnel]), which may arise out of the Contractor's performance of the Contract and occurring before the issue of the Performance Certificate.
- 183.2 This insurance shall be for a limit per occurrence of not less than the amount stated in **the Special Conditions of Contract**, with no limit on the number of occurrences. If an amount is not stated in the **Special Conditions of Contract**, this Sub-Clause shall not apply.
- 183.3 Unless otherwise stated in the Special Conditions, the insurances specified in this Sub-Clause:
- a) Shall be effected and maintained by the Contractor as insuring Party,
 - b) shall be in the joint names of the Parties,
 - c) shall be extended to cover liability for all loss and damage to the Procuring Entity's property (except things insured under Sub-Clause 18.2) arising out of the Contractor's performance of the Contract, and
 - d) may however exclude liability to the extent that it arises from:
 - i) the Procuring Entity's right to have the Permanent Works executed on, over, under, in or
 - ii) through any land, and to occupy this land for the Permanent Works,
 - iii) damage which is an unavoidable result of the Contractor's obligations to execute the
 - iv) Works and remedy any defects, and
 - v) a cause listed in Sub-Clause 17.3 [Procuring Entity's Risks], except to the extent that cover is available at commercially reasonable terms.

184 Insurance for Contractor's Personnel

- 184.1 The Contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.
- 184.2 The insurance shall cover the Procuring Entity and the Architect against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except that this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Procuring Entity or of the Procuring Entity's Personnel.
- 184.3 The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the insurance may be effected by the Subcontractor, but the Contractor shall be responsible for compliance with this Clause.

19. FORCE MAJEURE

19.1 Definition of Force Majeure

- 19.1.1 In this Clause, "Force Majeure" means an exceptional event or circumstance:
- a) Which is beyond a Party's control,
 - b) Which such Party could not reasonably have provided against before entering into the Contract,
 - c) which, having arisen, such Party could not reasonably have avoided or overcome, and
 - d) which is not substantially attributable to the other Party.
- 19.1.2 Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
- a) war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
 - b) rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
 - c) riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
 - d) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
 - e) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

19.2 Notice of Force Majeure

- 19.2.1 If a Party is or will be prevented from performing its substantial obligations under the Contract by Force

Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 14 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

1922 The Party shall, having given notice, be excused performance of its obligations for so long as such Force Majeure prevents it from performing them.

1923 Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

193 Duty to Minimize Delay

Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure. A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

194 Consequences of Force Majeure

194.1 If the Contractor is prevented from performing his substantial obligations under the Contract by Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], and suffers delay and/ or incurs Cost by reason of such Force Majeure, the Contractor shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to:

- a) an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and
- b) if the event or circumstance is of the kind described in sub-paragraphs (i) to (iv) of Sub-Clause 19.1 [Definition of Force Majeure] and, in sub-paragraphs (ii) to (iv), occurs in Kenya, payment of any such Cost, including the costs of rectifying or replacing the Works and/or Goods damaged or destroyed by Force Majeure, to the extent they are not indemnified through the insurance policy referred to in Sub- Clause 18.2 [Insurance for Works and Contractor's Equipment].

1942 After receiving this notice, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters.

195 Force Majeure Affecting Subcontractor

If any Subcontractor is entitled under any contract or agreement relating to the Works to relief from force majeure on terms additional to or broader than those specified in this Clause, such additional or broader force majeure events or circumstances shall not excuse the Contractor's non-performance or entitle him to relief under this Clause.

196 Optional Termination, Payment and Release

196.1 If the execution of substantially all the Works in progress is prevented for a continuous period of 84 days by reason of Force Majeure of which notice has been given under Sub-Clause 19.2 [Notice of Force Majeure], or for multiple periods which total more than 140 days due to the same notified Force Majeure, then either Party may give to the other Party a notice of termination of the Contract. In this event, the termination shall take effect 7 days after the notice is given, and the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment].

1962 Upon such termination, the Architect shall determine the value of the work done and issue a Payment Certificate which shall include:

- a) The amounts payable for any work carried out for which a price is stated in the Contract;
- b) the Cost of Plant and Materials ordered for the Works which have been delivered to the Contractor, or of which the Contractor is liable to accept delivery: this Plant and Materials shall become the property of (and be at the risk of) the Procuring Entity when paid for by the Procuring Entity, and the Contractor shall place the same at the Procuring Entity's disposal;
- c) other Cost or liabilities which in the circumstances were reasonably and necessarily incurred by the Contractor in the expectation of completing the Works;
- d) the Cost of removal of Temporary Works and Contractor's Equipment from the Site and the return of these items to the Contractor's works in his country (or to any other destination at no greater cost); and
- e) the Cost of repatriation of the Contractor's staff and lab or employed wholly in connection with the Works at the date of termination.

19.7 Release from Performance

Notwithstanding any other provision of this Clause, if any event or circumstance outside the control of the Parties (including, but not limited to, Force Majeure) arises which makes it impossible or unlawful for either or both Parties to fulfil its or their contractual obligations or which, under the law governing the Contract, entitles the Parties to be released from further performance of the Contract, then upon notice by either Party to the other Party of such event or circumstance:

- a) The Parties shall be discharged from further performance, without prejudice to the rights of either Party in respect of any previous breach of the Contract, and
- b) The sum payable by the Procuring Entity to the Contractor shall be the same as would have been payable under Sub-Clause 19.6 [Optional Termination, Payment and Release] if the Contract had been terminated under Sub-Clause 19.6.

20. SETTLEMENT OF CLAIMS AND DISPUTES

20.1 Contractor's Claims

20.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.

20.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

20.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

20.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at an other location acceptable to the Engineer. Without admitting the Procuring Entity's liability, the Architect may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/ or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Architect to inspect all these records and shall (if instructed) submit copies to the Engineer.

20.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Architect fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/ or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- a) This fully detailed claim shall be considered as interim;
- b) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/ or amount claimed, and such further particulars as the Architect may reasonably require; and
- c) The Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.

20.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Architect and approved by the Contractor, the Architect shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars but shall nevertheless give his response on the principles of the claim within the above defined time period.

20.1.7 Within the above defined period of 42 days, the Architect shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

20.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

20.19 If the Architect does not respond within the time frame defined in this Clause, either Party may consider that the claim is rejected by the Architect and any of the Parties may refer the dispute for amicable settlement in accordance with Clause 20.3.

20.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/ or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 20.3.

202 Procuring Entity's Claims

202.1 If the Procuring Entity considers itself to be entitled to any payment under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Notification Period, the Procuring Entity or the Architect shall give notice and particulars to the Contractor. However, notice is not required for payments due under Sub-Clause 4.19 [Electricity, Water and Gas], under Sub-Clause 4.20 [Procuring Entity's Equipment and Free-Issue Materials], or for other services requested by the Contractor.

202.2 The notice shall be given as soon as practicable and no longer than 30 days after the Procuring Entity became aware, or should have become aware, of the event or circumstances giving rise to the claim. A notice relating to any extension of the Defects Notification Period shall be given before the expiry of such period.

202.3 The particulars shall specify the Clause or other basis of the claim and shall include substantiation of the amount and/or extension to which the Procuring Entity considers itself to be entitled in connection with the Contract. The Architect shall then proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the amount (if any) which the Procuring Entity is entitled to be paid by the Contractor, and/ or (ii) the extension (if any) of the Defects Notification Period in accordance with Sub-Clause 11.3 [Extension of Defects Notification Period].

202.4 This amount may be included as a deduction in the Contract Price and Payment Certificates. The Procuring Entity shall only be entitled to set off against or make any deduction from an amount certified in a Payment Certificate, or to otherwise claim against the Contractor, in accordance with this Sub-Clause.

203 Amicable Settlement

Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 20.1 above should move to commence arbitration after 60 days from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

204 Matters that may be referred to arbitration

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:

- a) Whether or not the issue of an instruction by the Architect is empowered by these Conditions.
- b) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- c) Any dispute arising in respect risks arising from matters referred to in Clause 17.3 and Clause 19.
- e) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

205 Arbitration

205.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 20.3 shall be finally settled by arbitration.

205.2 No arbitration proceedings shall be commenced on any claim or dispute where notice of a claim or dispute 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.

205.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not

commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

- 2054 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.
- 2055 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 require mentor notice had been given.
- 2056 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Architect from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.
- 2057 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.
- 2057 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Architect shall not be altered by reason of any arbitration being conducted during the progress of the Works.
- 2058 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

20.6 Arbitration with National Contractors

- 2061 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;
- i) Architectural Association of Kenya
 - ii) Institute of Quantity Surveyors of Kenya
 - iii) Association of Consulting Engineers of Kenya
 - iv) Chartered Institute of Arbitrators (Kenya Branch)
 - v) Institution of Engineers of Kenya

- 2062 The institution written to first by the aggrieved party shall take precedence over all other institutions.

20.7 Arbitration with Foreign Contractors

- 2071 Arbitration with foreign contractors shall be conducted in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.
- 2072 The place of arbitration shall be a location specified in the **SCC**; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

20.8 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

20.9 Failure to Comply with Arbitrator's Decision

- 209.1 The award of such Arbitrator shall be final and binding up on the parties.
- 209.2 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

20.10 Contract operations to continue

Notwithstanding any reference to arbitration herein,

- 1.1.1 the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- 1.1.2 the Procuring Entity shall pay the Contractor any monies due the Contractor.

Section IX - Special Conditions of Contract

The following Special Conditions shall supplement the GCC. Whenever there is a conflict, the provisions here in shall prevail over those in the GCC.

Conditions	Sub-Clause	Data
Part A - Contract Data		
Procuring Entity's name and address	Heading	State Department of Housing and Urban Development
Name and Reference No. of the Contract	Heading and 1.1	Proposed Construction of Social Housing And Associated Infrastructure In Mariguini, Nairobi County Tender No. MLPWHUD/SDHUD/AHP /388/2023-2024
Time for Completion	1.1.	36 Months
Defects Liability Period		12 Months
Defects Notification Period	1.1	14 days
Time for the Parties entering into a Contract Agreement	1.6	Within 30days
Time for access to the Site	2.1.1	No later than the Commencement Date, and not later than 14 days after Commencement Date
Engineers Name and address	Heading and 3.1.1	Director, Slum Upgrading Department. State Department for Housing and Urban Development, P.O Box 30119-00100, Nairobi, Kenya
Architect Duties and Authority	3.1.6 (b) (ii)	Variations resulting in an increase of the Accepted Contract Amount shall be as guided by the Public Procurement and Asset Disposal Act, 2015 and all amendments thereafter and attendant Regulations.
Contractor's Representative's name	4.3.1	<i>[insert the name of the Contractor's Representative agreed by the Procuring Entity prior to Contract signature]</i>
Performance Security	4.2.1	The performance security will be in the form of a Bank Demand Guarantee (From banks categorized as "Large" by the central bank of Kenya which can be obtained from the central bank website via this link : https://www.centralbank.go.ke/bank-supervision/directory-of-licensed-commercial-banks-mortgage-finance-institutions-and-non-operating-holding-companies/) in the amount(s) of 10% percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
Normal working hours	6.5	0800 Hrs to 1700 Hrs
Commencement Date	8.1.1	14 day after site hand over
Delay damages for the Works	8.7 & 14.15(b)	0.05% of the Contract Price per day. <i>If Sections are to be used, refer to Table: Summary of Sections below</i>
Maximum amount of delay damages	8.7.1	10% of the final Contract Price.
Provisional Sums	13.6. (b)(ii)	<i>[If there are Provisional Sums, insert a percentage for adjustment of Provisional Sums]</i> _____%
Adjustments for Changes in Cost	13.9	N/A

Conditions	Sub- Clause	Data																									
Total advance payment	14.2.1	<p>Up to 10% of the Accepted Contract Amount secured by an advance Bank guarantee (From banks categorized as “Large” by the central bank of Kenya which can be obtained from the central bank website via this link : https://www.centralbank.go.ke/bank-supervision/directory-of-licensed-commercial-banks-mortgage-finance-institutions-and-non-operating-holding-companies/) payable in the currencies and proportions in which the Accepted Contract Amount maybe be payable</p> <p>ADVANCE PAYMENT DISBURSEMENT AGREEMENT</p> <p><i>This is issued Pursuant to provisions of Section 45(1) and 148 of PPADA, 2015 and Regulation 136 (4) and (5) of PPADR,2020</i></p> <p><i>The advance payment of Kshs. in respect to the Contract Number</i></p> <p><i>..... for Contract Sum of Kshs.being the amount approved as advance payment will be paid in a bank account approved and regulated by the Central Bank of Kenya. This shall be processed as provided below and shall be administered by the Bank as per the Schedule below.</i></p> <p><i>This is a pre-condition prior to access of the Advance Payment that the Contractor shall mobilize early works on the site prior to making an application for an advance payment. Early works are as follows;</i></p> <ol style="list-style-type: none"> 1. <i>Mobilization on site</i> <ul style="list-style-type: none"> • <i>General and particular preliminaries</i> • <i>Security and hoarding</i> • <i>Site Office</i> • <i>Sanitation/storage</i> • <i>Access Roads</i> 2. <i>Setting out</i> 3. <i>Site clearance</i> <p><i>In addition, the Contractor shall be required to submit this signed completed agreement accompanied by an advance payment guarantee in support therefore before payment is disbursed.</i></p> <p><i>Disbursement Schedule Submitted by Contractor</i></p> <table border="1" data-bbox="724 1368 1407 1570"> <thead> <tr> <th>S/ No</th> <th>% of payment</th> <th>Amount</th> <th>Purpose</th> <th>Supplier</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td>.....</td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td>.....</td> <td></td> </tr> <tr> <td>3.</td> <td></td> <td></td> <td>.....</td> <td></td> </tr> <tr> <td>4.</td> <td></td> <td></td> <td>Cash related items eg (labour ...)</td> <td>Contractor</td> </tr> </tbody> </table> <p><i>I, [CONTRACTOR NAME], commit that the Funds shall be used in line with the above disbursement schedule and hereby authorize the bank to make payment to the suppliers on my behalf.</i></p> <p><i>Yours sincerely,</i></p> <p><i>FOR PRINCIPAL SECRETARY</i></p> <p><i>FOR CONTRACTOR</i></p>	S/ No	% of payment	Amount	Purpose	Supplier	1.				2.				3.				4.			Cash related items eg (labour ...)	Contractor
S/ No	% of payment	Amount	Purpose	Supplier																							
1.																										
2.																										
3.																										
4.			Cash related items eg (labour ...)	Contractor																							
Repayment amortization rate of advance payment	14.2.5 (b)	As per schedule of payments annexed to these Special Conditions of Contract																									
Percentage of Retention	14.3.2 (c)	As per the payment schedule as annexed to these Special Conditions of Contract																									
Limit of Retention Money	14.3.2 (c)	Not Applicable																									
Plant and Materials	14.5.3(b)(i)	Not applicable																									
	14.5.3(c)(i)	Not applicable																									

Conditions	Sub- Clause	Data
Minimum Amount of Interim Payment Certificates	14.6.2	Payments shall be as per Payment Schedule as annexed to these Special Conditions of Contract
Publishing source of commercial interest rates for financial charges in case of delayed payment	14.8	Shall be in accordance with the prevailing mean Commercial lending rate as determined by the Central Bank of Kenya.
Key Personnel names	16.9.1	<i>[insert the name of each Key Personnel agreed by the Procuring Entity prior to Contract signature]</i>
Maximum total liability of the Contractor to the Procuring Entity	17.6.2	The product of 1.1 times the Accepted Contract Amount.
Periods for submission of insurance: a. evidence of insurance. b. relevant policies	18.1.6	14 days after execution of contract 14 days after execution of contract
Maximum amount of deductibles for insurance of the Procuring Entity's risks	18.2.4 (d)	N/A
Minimum amount of third-party insurance	18.3.2	N/A
The place of arbitration	20.7.2	Nairobi, Kenya

SCHEDULE OF PAYMENTS

This Schedule of Payments is an annex to the Special Conditions of Contract above.

In accordance with Clause 14.4.1 of the GCC, the schedule of payments below specifies the instalments and milestones in which the Contract Price will be paid;

Milestone	Description	Payment as a percentage of the Contract Price (Column C)	Retention	Advance	Advance Recovery	Cumulative Payment	Estimated Value of Works Executed before payment of the Milestone in Column C
1	Advance Payment		-1%	10%		9.00%	
2	Completion of Substructures	15%	-2%			22.50%	20%
3	Completion of Superstructure	20%	-2%		-4.50%	36.00%	35%
4	Partial completion of Finishes	25%	-3%		-4.50%	54.00%	75%
5	Issuance of Taking-Over Certificate and Occupation Certificate	40%	-4%			90.00%	100%
6	Expiry of Defects Liability Period (DLP)	0%	10%			100.00%	-
	Total	100%					100%

DEFINITION OF PAYMENT MILESTONES

1. 15% - Completion of Substructures: Means upon attainment of 20% of the Contract Price and successful completion of the substructures as defined in the Bills of Quantities and drawings, which typically includes and is not limited to all activities relating and associated to the initial contract documentation, mobilization, site establishment, site supervision, site clearance, excavation, site preparation, foundation construction (such as footings, rafts, piles, foundation walls or slabs), and any below-ground structural components required for the stability and integrity of the buildings. The render to plinths and associated finishes shall form part of the finishes as described below.

2. 20% - Completion of Superstructure: Upon attainment of 35% of the Contract Price and successful completion of the superstructure, which includes and is not limited to the running contractual documentation and site supervision up to the completion of Superstructure, construction of the concrete superstructure works as defined in the BQs and drawings, walls, floor slabs, roof slabs, and any other above-ground components that form the main frame and enclosure of the building. The superstructure phase also encompasses the first fix for mechanical and electrical works typically required to be fitted up to the superstructure level, including but not limited first fix plumbing and electrical works, HVAC systems, and other essential building services, and other essential building services systems required at the superstructure level.

3. 25% - Partial Completion of Finishes: Upon attainment of 75% the Contract Price.

4. 40% - Issuance of Taking-Over Certificate and Occupation Certificate: Upon Issuance of Taking-Over Certificate and Occupation Certificate.

5. Expiry of Defects Liability Period (DLP): Upon the conclusion of the defects liability period (DLP). The 10% retention monies can be released at practical completion upon application by the Contractor and provision of a security in the form of a Retention Money Security (From banks categorized as "Large" by the central bank of Kenya which can be obtained from the central bank website via this link : <https://www.centralbank.go.ke/bank-supervision/directory-of-licensed-commercial-banks-mortgage-finance-institutions-and-non-operating-holding-companies/>) (Form No.8) payable in the currencies and proportions in which the Accepted Contract Amount maybe be payable.

NOTES:

- i) The Contract is not a lumpsum contract and Payments shall be based on re-measured works. If the actual progress is found to be less or more than that on which this schedule of payments was based, then the Architect may proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine revised instalments based on the Architect's Certificates, which shall take account of the extent to which progress is less or more than that on which the instalments were previously based. The payment amounts specified for each milestone represent maximum budgets allocated for that milestone. The Architect will determine the value of work completed for each milestone based on the bills of quantities and remeasured works. The payment due in the last milestone (40% - Issuance of Taking-Over Certificate and Occupation Certificate) shall be based on the amount due to the Contractor as per the Final Statement.
- ii) The Advance Payment of up to 10% of the Accepted Contract Amount shall be secured by an Advance Bank Security (Form No. 7) payable in the currencies and proportions in which the Accepted Contract Amount maybe be payable. Should the Contractor opt to phase the project, advance payments shall be disbursed in instalments corresponding pro-rata to the amounts allocated for each phase to be initiated. However, the Contractor shall furnish a one-off Advance Bank guarantee (as described above) covering the entire Contract Amount at the commencement of the contract.
- iii) The Advance Payment of up to 10% of the Accepted Contract Amount shall be recovered in two equal instalments through percentage deductions in the scheduled payments as follows:
 - a) The first 50% deduction shall commence in the scheduled Interim Payment Certificate due after the "Completion of Superstructure" and
 - b) The second 50% deduction shall be made in the scheduled Interim Payment Certificate due after the "Partial completion of Finishes"
- iv) If the advance payment has not been repaid prior to the issue of the Taking-Over Certificate for the Works or prior to termination under Clause 15 [Termination by Procuring Entity], Clause 16 [Suspension and Termination by Contractor] or Clause 19 [Force Majeure] (as the case may be), the whole of the balance then outstanding shall immediately become due. In case of termination under Clause 15 [Termination by Procuring Entity], except for Sub-Clause 14.2.7 [Procuring Entity's Entitlement to Termination for Convenience], the whole of the balance then outstanding shall be payable by the Contractor to the Procuring Entity.
- v) Payment for completed milestones will be made accordingly, with no payment for partially completed defined activities in a milestone.
- vi) In the event that the Contractor devises a phased program for the project, the said phases must be fully autonomous, clearly demarcated, and accompanied by corresponding site layouts. The Project's phases are not to exceed four (4) in number. The program submitted in accordance with Clause 8.3 of the General Conditions of Contract must demonstrate the phasing plan/strategy. The phases and the phasing plan/strategy shall be subject to the approval of the Architect.
- vii) If the project is phased, each transition to the next phase should be based on the completion of habitable housing units with all requisite statutory approvals in place, and the construction works in subsequent phases shall not interfere with the use / enjoyment and become a nuisance to the handed-over habitable units.
- viii) Subsequent phases will not be paid until the preceding phase is completed as defined under Clause 7 above.
- ix) In the event of termination of the contract, any compensation will be determined based on the remeasured work completed and approved by the Architect as at the date of termination.
- x) Each Provisional Sum shall only be used, in whole or in part, in accordance with the Architect's instructions, and the Contract Price shall be adjusted accordingly. The total sum paid to the

Contractor shall include only such actual direct, reasonable and properly incurred and substantiated amounts, for the work, supplies or services to which the Provisional Sum relates, as the Architect shall have instructed.

- xi) The supporting documents under Clause 14.3.2 shall include the following items, as applicable ; -
- a. the achievement of any Milestones which entitle the Contractor to Milestone Payments set out in the Schedule of Payment in the amounts specified there in ;
 - b. the deduction of amounts certified in all previous Payment Certificates; and
 - c. any other additions or deductions which may have become due under the Contract or otherwise, including those under Clause 20 [Settlement of Claims and Disputes].

SECTION X - CONTRACT FORMS

FORM No. 1 - NOTIFICATION OF INTENTION TO AWARD

FORM NO. 2 – REQUEST FOR REVIEW

FORM No. 3-LETTEROF AWARD

FORM No. 4 - CONTRACT AGREEMENT

FORM No. 5 - PERFORMANCE SECURITY [Option 1 - Unconditional Demand Bank Guarantee]

FORM No. 6- PERFORMANCE SECURITY [Option 2– Performance Bond]

FORM No. 7 - ADVANCE PAYMENT SECURITY

FORM No. 8 - RETENTION MONEY SECURITY

FORM No 1: NOTIFICATION OF INTENTION TO AWARD OF CONTRACT

This Notification of Award shall be sent to each Tenderer that submitted a Tender and was not successful. Send this Notification to the Tenderer's Authorized Representative named in the Tender Information Form on the format below.

FORMAT

1. For the attention of Tenderer's Authorized Representative

- i) Name: *[insert Authorized Representative's name]*
- ii) Address: *[insert Authorized Representative's Address]*
- iii) Telephone: *[insert Authorized Representative's telephone/fax numbers]*
- iv) Email Address: *[insert Authorized Representative's email address]*

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

2. Date of transmission: *[email]* on *[date]* (local time)

This Notification is sent by *(Name and designation)* _____

3. Notification of Award

- i) Procuring Entity: *[insert the name of the Procuring Entity]*
- ii) Project: *[insert name of project]*
- iii) Contract title: *[insert the name of the contract]*
- iv) ITT No: *[insert ITT reference number from Procurement Plan]*

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period, you may:

4. Request a debriefing in relation to the evaluation of your tender by submitting a Procurement-related Complaint in relation to the decision to award the contracts.

a) The successful tenderers

i) Name of successful Tender _____

ii) Address of the successful Tender _____

iii) Contract price of the successful Tender Kenya Shillings _____
(in words _____)

b) The reasons for your tender being unsuccessful are as follows:

c) Other Tenderers

Names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.

SNo	Name of Tender	Tender Price as read out	Tender's evaluated price (Note a)	One Reason Why Not Evaluated
1				
2				
3				
4				
5				

(Note a) State NE if not evaluated

5. How to request a debriefing

- a) DEADLINE: The dead line to request a debriefing expires at midnight on *[insert date]* (local time).
- b) You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (5) Business Days of receipt of this Notification of Intention to Award.
- c) Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:
 - i) Attention: *[insert full name of person, if applicable]*
 - ii) Title/position: *[insert title/position]*
 - iii) Agency: *[insert name of Procuring Entity]*
 - iv) Email address: *[insert email address]*
- d) If your request for a debriefing is received within the 3 Days deadline, we will provide the debriefing within five (3) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (3) Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.
- e) The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.
- f) If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Days from the date of publication of the Contract Award Notice.

6. How to make a complaint

- a) Period: Procurement-related Complaint challenging the decision to award shall be submitted by midnight, *[insert date]* (local time).
- b) Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:
 - i) Attention: *[insert full name of person, if applicable]*
 - ii) Title/position: *[insert title/ position]*
 - iii) Agency: *[insert name of Procuring Entity]*
 - iv) Email address: *[insert email address]*
- c) At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Standstill Period and received by us before the Standstill Period ends.
- d) Further information: For more information refer to the Public Procurement and Disposals Act 2015 and its Regulations available from the Website www.ppra.go.ke.

You should read these documents before preparing and submitting your complaint.

- e) There are four essential requirements:
 - i) You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process and is the recipient of a Notification of Intention to Award.
 - ii) The complaint can only challenge the decision to award the contract.
 - iii) You must submit the complaint within the period stated above.
 - iv) You must include, in your complaint, all of the information required to support your complaint.

7. Standstill Period

- i) **DEADLINE:** The Standstill Period is due to end at midnight on [*insert date*] (local time).
- ii) The Standstill Period lasts ten (14) Days after the date of transmission of this Notification of Intention to Award.
- iii) The Standstill Period may be extended as stated in paragraph Section 5(d) above.

If you have any questions regarding this Notification please do not hesitate to contact us. On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

FORM NO. 2- REQUEST FOR REVIEW

FORM FOR REVIEW (r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (Procuring Entity)

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20..... for (Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box No.....
Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to review the whole/part of the above mentioned decision on the following grounds , namely:

- 1.
- 2.

By this memorandum, the Applicant requests the Board for an order/orders that:

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/...20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

FORM NO 3: LETTER OF AWARD

letterhead paper of the Procuring Entity]

[date]

To: *[name and address of the Contractor]*

This is to notify you that your Tender dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Contract Data]* for the Accepted Contract Amount *[amount in numbers and words]* *[name of currency]*, as corrected and modified in accordance with the Instructions to Tenderers, is here by accepted by..... *(name of Procuring Entity)*.

You are requested to furnish the Performance Security within in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section VIII, Contract Forms, of the Tender Document.

Authorized Signature:

Name and Title of Signatory:

Name of Procuring Entity:

Attachment: *Contract Agreement*:

FORM NO 4: CONTRACT AGREEMENT

THIS AGREEMENT made the day of..... 20....., between.....
.....of..... (hereinafter “the Procuring Entity”), of the one part, and _____ of _____ (hereinafter “the Contractor”), of the other part:

WHEREAS the Procuring Entity desires that the Works known as _____ should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects there in,

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) The Notification of Award
 - b) the Form of Tender
 - c) the addenda Nos _____ (if any)
 - d) the Special Conditions of Contract
 - e) the General Conditions of Contract;
 - f) the Specifications
 - g) the Drawings; and
 - h) the completed Schedules and any other documents forming part of the contract.
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as specified in this Agreement, the Contractor here by covenants with the Procuring Entity to execute the Works and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity here by covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects there in, 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.

INWITNESS where of the parties here to have caused this Agreement to be executed in accordance with the Laws of Kenya on the day, month and year specified above.

Signed and sealed by _____ (for the Procuring Entity)

Signed and sealed by _____ (for the Contractor).

FORM NO. 5 - PERFORMANCE SECURITY

[Option 1 - Unconditional Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: *[insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with (name of Procuring Entity) _____ (the Procuring Entity as the Beneficiary), for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand it self or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the.....Day of.....,2.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months] [one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.”

[Name of Authorized Official, signature(s) and seals/stamps]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

¹The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency of the Contract or a freely convertible currency acceptable to the Beneficiary.

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

FORM No. 6- PERFORMANCE SECURITY

[Option 2– Performance Bond]

[Note: Procuring Entities are advised to use Performance Security – Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Procuring*

Entity] **Date:** _____

[Insert date of issue] **PERFORMANCE BOND No.:** __

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond _____ as Principal (hereinafter called “the Contractor”) and _____] as Surety (hereinafter called “the Surety”), are held and firmly bound unto _____] as Obligee (hereinafter called “the Procuring Entity”) in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____ day of _____, 20_____, for _____ in accordance with the documents, plans, specifications, and amendments there to, which to the extent here in provided for, are by reference made part here of and are here in after referred to as the Contract.
3. NOW, THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise, it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity’s obligations there under, the Surety may promptly remedy the default, or shall promptly:
 - a) Complete the Contract in accordance with its terms and conditions; or
 - b) Obtain a tender or tenders from qualified tenderers for submission to the Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the Balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term “Balance of the Contract Price,” as used in this paragraph, shall mean the total amount payable by Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - c) Pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named here in or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. In testimony whereof, the Contractor has here unto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly at tested by the signature of his legal representative, this day _____ of _____ 20_____.

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

SIGNED ON _____ on behalf of _____

By _____ in the capacity of _____

In the presence of _____

FORM NO. 7 - ADVANCE PAYMENT SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of Procuring Entity]* **Date:** _____ *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Contractor") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ (in words _____) is to be made against an advance payment guarantee.
3. At the request of the Contractor, we as Guarantor, here by irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (in words _____) upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) Has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Contractor on its account number _____ at _____.
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the _____ day of _____, 20____, ² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

¹The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency of the advance payment as specified in the Contract.

²Insert the expected expiration date of the Time for Completion. The Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM NO. 8 – RETENTION MONEY SECURITY

[Demand Bank Guarantee]

[Guarantor letterhead]

Beneficiary: _____ *[Insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

Advance payment guarantee no. *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Contractor") has entered into Contract No. _____ *[insert reference number of the contract]* dated _____ with the Beneficiary, for the execution of _____ *[insert name of contract and brief description of Works]* (hereinafter called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, the Beneficiary retains moneys up to the limit set forth in the Contract ("the Retention Money"), and that when the Taking-Over Certificate has been issued under the Contract and the first half of the Retention Money has been certified for payment, and payment of *[insert the second half of the Retention Money]* is to be made against a Retention Money guarantee.
3. At the request of the Contractor, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* _____ *([insert amount in words _____])*¹ upon receipt by us of the Beneficiary's complying demands upported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or showgrounds for your demand or the sum specified there in.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the second half of the Retention Money as referred to above has been credited to the Contractor on its account number _____ at *[insert name and address of Applicant's bank]*.
5. This guarantee shall expire no later than the.....Day of.....², and any demand for payment under it must be received by us at the office indicated above on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

[Name of Authorized Official, signature(s) and seals/stamps]

Note: *All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.*

¹The Guarantor shall insert an amount representing the amount of the second half of the Retention Money.

²Insert a date that is twenty-eight days after the expiry of retention period after the actual completion date of the contract. The Procuring Entity should note that in the event of an extension of this date for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.

FORM NO. 9 BENEFICIAL OWNERSHIP DISCLOSURE FORM

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who ultimately owns or controls the legal person (tenderer) or arrangements or a natural person on whose behalf a transaction is conducted, and includes those persons who exercise ultimate effective control over a legal person (Tenderer) or arrangement.

Tender Reference No.: _____ [insert identification no]

Name of the Tender Title/Description: _____ [insert name of the assignment] to:
 _____ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated ___ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of Beneficial ownership

	Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name		Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?: Direct..... ... Indirect..... ...	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No---- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
	National identity card number or Passport number					
	Personal Identification Number (where applicable)		Indirectly---- ----- % of shares	Indirectly----- % of voting rights		
	Nationality					
	Date of birth [dd/mm/yyyy]					
	Postal address					
	Residential address					
	Telephone number					
	Email address					
	Occupation or profession					

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
2.	Full Name	Directly----- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No---- 2. Is this right held directly or indirectly?: Direct..... ... Indirect..... ...	1. Exercises significant influence or control over the Company body of the Company (tenderer) Yes ----No---- 2. Is this influence or control exercised directly or indirectly? Direct..... Indirect.....
	National identity card number or Passport number				
	Personal Identification Number (where applicable)	Indirectly---- ----- % of shares	Indirectly----- -----% of voting rights		
	Nationality(ies)				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				
	Telephone number				
	Email address				
	Occupation or profession				
3. e.t .c					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or

(d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:[insert complete name of the Tenderer]_____*

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

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

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

Date this [insert date of signing] day of..... [Insert month], [insert year]

Bidder Official Stamp

REPUBLIC OF KENYA



MINISTRY OF LANDS, PUBLIC WORKS, HOUSING AND URBAN DEVELOPMENT

STATE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

BILL OF QUANTITIES

FOR:

**PROPOSED SOCIAL HOUSING AND ASSOCIATED INFRASTRUCTURE AT MARIGUINI,
NAIROBI COUNTY**

Ministry of Lands, Public Works, Housing and Urban Development

State Department for Housing and Urban Development,

P.O Box 30119-00100 Nairobi,

Kenya Tel: +254-020-2713833

GENERAL SPECIFICATIONS

SPECIFICATIONS

Reference is made to the General Specifications for Building Works (1976) by the Ministry of Works, Housing and Physical Planning.

A copy is available for perusing at the request of the procuring entity.

Contractors are required to adhere to the latest industry standards as outlined in the most recent version of KS (Kenyan Standards) / BS (British Standards) EN International standards. Failure to comply may result in project delays or financial penalties. It is the responsibility of the Contractor to stay informed about and apply the current industry standards throughout the construction process. Any disputes arising from non-compliance with updated standards will be subject to resolution through dispute resolution mechanism outlined in the contract.

PRELIMINARIES

ITEM	DESCRIPTION	AMOUNT
A	<p><u>BILL NO. 1</u></p> <p><u>PARTICULAR PRELIMINARIES</u></p> <p><u>PARTIES</u></p> <p>The Employer is:</p> <p>Principal Secretary, Ministry of Lands, Public works,Housing and Urban Development, State Department of Housing and Urban Development P.O Box 30119 -00100 NAIROBI, KENYA</p> <p>The Engineer is: The term "PM" wherever used in these Bills of Quantities shall be deemed to imply the Engineer as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorised to represent him on behalf of the Government .</p> <p>The Architect is: Ministry of Lands, Public works,Housing and Urban Development, State Department of Housing and Urban Development P.O Box 30119 -00100 NAIROBI, KENYA</p> <p>The Quantity Surveyors is: Ministry of Lands, Public works,Housing and Urban Development, State Department of Housing and Urban Development P.O Box 30119 -00100 NAIROBI, KENYA</p> <p>The Structural/ Civil Engineers is: Ministry of Lands, Public works,Housing and Urban Development, State Department of Housing and Urban Development P.O Box 30119 -00100 NAIROBI, KENYA</p> <p>The Electrical / Mechanical Engineers is: Ministry of Lands, Public works,Housing and Urban Development, State Department of Housing and Urban Development P.O Box 30119 -00100 NAIROBI, KENYA</p> <p>The Landscape Architect is: Ministry of Lands, Public works,Housing and Urban Development, State Department of Housing and Urban Development P.O Box 30119 -00100 NAIROBI, KENYA</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>LOCATION OF SITE</u></p> <p>The site of the proposed works is located in Mariguini, Nairobi County</p> <p>The Contractor shall be deemed to have visited the site and satisfied himself as to:-</p> <p>a) The nature, position, topography and access of the site b) The amount of the rubbish or debris to be cleared away before commencement. c) The nature, current usage, proximity and size of adjoining property and buildings d) The availability of land for the erection and positioning of all temporary structures, plant and materials necessary for the execution of the works.</p> <p>The Contractor shall obtain approval from the relevant Local Authority in adherence to site access and erection of temporary structures and must ensure all matters relating to the requirements of these authorities.</p> <p>No claim will be allowed for travelling or other expenses which may be incurred by the Contractor in visiting the site or preparing the tender for the works.</p> <p><u>EXISTING SITE CONDITIONS</u></p> <p>The Contractor is advised that the site is in a predominantly residential area and all measures should be taken to avoid nuisance to neighbours.</p> <p>All occupation health and safety requirements must be met as required by law.</p> <p>This includes prevention and or minimizing noise, dust, fumes e.t.c.</p> <p>Notices should be given prior to disruption of services</p> <p><u>SCOPE OF CONTRACT</u></p> <p>The Works under this contract comprises of the structures as detailed in the project data sheet</p> <p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>DESCRIPTION OF THE WORKS</u></p> <p>The construction comprises reinforced concrete foundations, masonry walling, reinforced concrete beams, column , staircases and suspended solid slabs, roof construction.</p> <p>The exterior facade consists of steel casement windows, steel and timber doors , render and paint finish, clay and stone facing finish to walls</p> <p>The interior works includes timber doors and finishes which are generally plaster and paint to walls, ceramic and non slip ceramic tiles to floors and walls.</p> <p>External works generally comprise of foul water drainage, storm water drainage, pathway, dryline area, septic tank, underground water tank.</p> <p>All mechanical / electrical services and other specialist works associated with the above works shall be executed by domestic/nominated sub contractors approved by the Engineer</p> <p><u>CONTRACT PARTICULARS</u></p> <p>B <u>FORM OF CONTRACT</u></p> <p>The Contractor will be required to enter into a contract with the Employer under the Terms and Conditions of Contract as "Standard Tender Document for Procurement of Works (Building and Associated Civil Engineering Works) Issued by the Public Procurement Regulatory Authority in February 2021 (updated 2022) and in association with the latest applicable version of the Public Procurement and Asset Disposal Act.</p> <p>The Contractor's attention is called to the appendix of the conditions of Contract and additions and amendments thereto, which shall be read as incorporated herein and he shall allow any sums which he considers necessary for the observance of such conditions, together with sub clauses used in application.</p> <p>The priority of such documents shall be as stated in the conditions of agreement.</p> <p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>LIABILITY AGAINST INJURY TO PERSONS AND PROPERTY</u></p> <p>Insurance against injury to persons and property</p> <p>NOTES</p> <p>In addition to the conditions of the contract and the requirement contained herein the contractor's all risk policy shall cover the full value of the following and allow for all costs thereof:-</p> <ul style="list-style-type: none"> i) The works and temporary works erected in performance of this contract. ii) The materials on site, plant and tools iii) The cost and expense of removing debris of the property insured, destroyed or damaged by any peril insured. iv) Professional fees (to be allowed at 15% of the contract sum) v) Employer's liability (workman's compensation) ii) Third party (Public liability for an indemnity of not less than shs 15,000,000 for any accident or series of accidents arising from the same event (unlimited in aggregate) <p>The contractor shall ensure that all sub-contractors effect and maintain such insurances as are necessary to cover their liabilities in respect of injury to persons and property and workman,s compensation.</p> <p>Should the contractor already hold annual insurances covering the whole of his activities, and the indemnity required under the existing policy/ies then further insurances shall be effected and maintained to cover such excess, the policies of insurances being suitably endorsed to cover this project</p>	
B	<p><u>Insurance of the works (contractors liability)</u></p> <p>The Contractor shall insure as required in the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the Engineer either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects.</p> <p>Thereafter the Engineer shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the Engineer's inspection.</p>	
	<p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
	<p><u>PERFORMANCE BOND</u></p> <p>A Performance bond for the works</p> <p>The Contractor shall submit on the Form of Tender an approved bank or approved (By PPRA) Insurance Company and who will be willing to be bound to the Employer in an amount(as defined in the bidding documents)..... for the due performances of the Contract up to the date of completion as certified by the Engineer and who will when and if called upon, sign a Bond to that effect on the relevant standard form as seen in the CONTRACT STANDARD FORMS (without the addition of any limitations)</p> <p>And should the surety fail to be approved, the Contractor shall furnish within seven days another Surety to the approval of the Employer.</p> <p>Note that no payments on account of works executed will be made to the Contractor until he has submitted the Performance bond, duly stamped signed and sealed by an approved bank or insurance company.</p> <p>B <u>POSSESSION AND COMMENCEMENT</u></p> <p>The Contractor shall take possession of the site on the date indicated in the acceptance letter. The date of commencement of the works shall also be communicated to the Contractor and the contract period shall run from the commencement date.</p> <p>The Contractor is expected to utilize the period between possession and commencement to mobilise his resources to ensure smooth running of the works from the commencement date.</p> <p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
	<p><u>PROJECT SUPERVISION</u></p> <p>A The said works shall be executed under the direction and to the entire satisfaction of the Engineer and Clerk of works who shall have the Engineer's specifically delegated authority and shall at all times have access to the works, to the yards and workshops of the contractor or other places where goods are being prepared for the building.</p> <p><u>LABOUR CAMPS</u></p> <p>B The contractor will generally be permitted to house labour on site subject to approval by Architect</p> <p><u>DOWNTAKINGS</u></p> <p>C All materials arising from demolitions and downtakings are deemed to be the property of the employer. No claim will be entertained on account of employer excising this right to retain the materials</p> <p>All downtakings shall be carefully removed, taken down, dismantled and stored on site until instructed by the Engineer to remove from the site. Such materials shall only be incorporated in the new works if required by the Engineer in which case appropriate adjustments will be made in the final account for the cost of labour, screws etc for fixing such downtakings in the new works.</p> <p><u>DAMAGES</u></p> <p>D Damages for delay in completion shall be levied at the rate of Kshs(Refer to the special Conditions of Contract).....</p> <p><u>OTHER PRELIMINARIES</u></p> <p>E Allow for any other item necessary to execute the works and state them below;</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Carried to collection</p>	<p>-</p> <p>-</p>

ITEM	DESCRIPTION	AMOUNT
	<u>BILL NO. 1</u>	
	<u>PARTICULAR PRELIMINARIES</u>	
	<u>COLLECTION</u>	
	Carried from page 1/1	
	Carried from page 1/2	
	Carried from page 1/3	
	Carried from page 1/4	
	Carried from page 1/5	
	Carried from page 1/6	
	Particular Preliminaries Carried to Summary of Bill No. 1	

ITEM	DESCRIPTION	AMOUNT
	<p><u>BILL NO. 2</u></p> <p><u>GENERAL PRELIMINARIES</u></p> <p><u>PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES</u></p> <p>A Whenever in the Contractor's priced Bills of Quantities no price appears against an item of Preliminaries or Preambles or work items , the value of such item shall be deemed to be included in his prices for other items in the Bills of Quantities.</p> <p><u>SUFFICIENCY OF TENDER</u></p> <p>B The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced Bills of Quantities. Rates and prices quoted shall cover all his obligations under the contract and all the matters and maintenance of the works</p> <p><u>RECORDS</u></p> <p>C The Contractor shall ensure proper records are kept and maintained for : Daily Reports on Personnel and Machinery; tracked programme; weather charts/reports; site instruction book and query book,a digital camera shall be provided for taking progress photos</p> <p>The contractor shall be required to provide equipment for taking ground and aerial photos or videos in relation to the progress of works when called upon to do so.</p> <p><u>DEFINITIONS AND ABBREVIATIONS</u></p> <p>D Throughout these Bills, units of measurements and terms are abbreviated and shall be interpreted as follows:</p> <p>mm shall mean millimeter</p> <p>lm shall mean linear meter</p> <p>sm shall mean square meter</p> <p>m² shall mean square meter</p> <p>cm shall mean cubic meter</p> <p>kg shall mean kilogramme</p> <p>N shall mean Newton</p> <p>KN shall mean KiloNewton</p> <p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
	<p>in/" shall mean inches</p> <p>L f shall mean linear foot</p> <p>s f shall mean square foot</p> <p>c f shall mean cubic foot</p> <p>L b shall mean pound avoirdupois</p> <p>No. shall mean number</p> <p>B.S.M shall mean both sides measured</p> <p>K.S. shall mean current Kenya Standard specification published by the Kenya Bureau of Standard, P.O. Box 54974. NAIROBI, Kenya.</p> <p>'As described' shall mean as described in these Bills of Quantities.</p> <p>'As before described' shall mean the whole of the previous description except as qualified in the current one.</p> <p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
	<p><u>SITE LEVELS</u></p> <p>A Before commencing work the Contractor must arrange for and agree with the Architect, Engineer and Quantity Surveyor the existing site levels and similarly establish and agree on a bench mark.</p> <p>The Contractor shall provide a surveyor to ensure all levels are achieved as per the drawings and Architects/Structural Engineer's instructions</p> <p><u>SETTING OUT</u></p> <p>B The contractor shall set out works in accordance with the dimensions and levels shown on the drawings and shall be responsible for the correctness of all dimensions and levels set out by him and he will be required to amend all errors arising from inaccurate setting out at his own cost and expenses. In the event of any error or discrepancy in the dimensions or levels marked on the drawings being discovered, such errors or discrepancies must be reported by the Contractor to the Engineer for his immediate attention.</p> <p>No work shall be commenced by the Contractor until he has received written instructions from the Engineer to adjust such discrepancies which may be proved, upon receipt of such instructions and no claim for extra expenses or relief from the provisions of Clause 5 of the Conditions of the Contract , any discrepancy or error in the dimensions or levels shown on the drawings may be made thereafter.</p> <p>The Contractor shall give the Engineer reasonable notice of the intention to set out or take levels for any part of the Works so that arrangements may be made for checking the work. The accuracy of setting out and leveling shall be within the tolerances specified in the Specifications or on the Drawings. The checking of setting out or leveling by the Engineer shall not relieve the Contractor of his duties or responsibilities under the Contract.</p> <p><u>MEASUREMENTS</u></p> <p>C Measurements are based on Standard Methods of Measurement of Building Works and Associated Civil Works For Eastern Africa (SMM) Second Edition 2008.</p> <p>In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence.</p> <p>D <u>GENERAL SPECIFICATIONS</u></p> <p>All works to be carried out in accordance with the Ministry of Roads, public Works and Housing General Specifications for Building Works issued in 1976 or as qualified and amended.</p> <p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
	<p><u>SAMPLES</u></p> <p>A The contractor shall furnish at the earliest possible opportunity before work commences and at his own cost any samples of materials or workmanship that may be called for by the Engineer for his approval or rejection until such samples are approved to be the acceptable standard for the work to which they apply.</p> <p>The samples shall be maintained and displayed on a designated section within the site for the duration of the project where practical and possible.</p> <p><u>PROTECTION OF EXISTING PROPERTY</u></p> <p>B The contractor shall take every precaution to avoid damage to all existing property including boundary wall, carpark, roads, cables, drains, staircases, lift etc including other services and he will be held responsible for all damages hereto arising from the execution of his contract and he shall make good all such damages when directed at his own expense.</p> <p>Any damage or disturbances caused to any element shall be reported immediately to the Engineer and the relevant Authority and shall be made good to their satisfaction at the Contractor's expense.</p> <p>C <u>PROTECTION / RELOCATION OF EXISTING SERVICES</u></p> <p>Prior to commencement of any work the Contractor is to ascertain from the relevant Authorities the exact position, depth and level of all existing electric cables, water pipes and all other services in the area and he shall make whatever provisions may be required by the authorities concerned for the support and protection and/or relocation of such services as will be necessitated.</p> <p>The contractor is also expected to generate a utility management plan to the approval of the Engineer .</p> <p>Any damage or disturbances caused to any service shall be reported immediately to the Engineer and the relevant Authority and shall be made good to their satisfaction at the Contractor's expense.</p> <p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>MATERIALS, TOOLS, PLANT AND SCAFFOLDINGS</u></p> <p>All materials and workmanship used in the execution of the works shall be of the best quality and description. Any materials for the works condemned by the Engineer shall immediately be removed from the site at the Contractor's expense.</p> <p>The Contractor shall be responsible for the provision of all materials, scaffolding, tools, plant, transport and workmen required for the works except in so far as may be stated otherwise herein and he shall allow for the provision of the foregoing except for such items specifically and only required for the use of Nominated Sub-contractors as described herein.</p> <p>No timber used for scaffolding, formwork or similar purpose shall be used afterwards in the permanent works.</p> <p>All such plant, tools and scaffolding shall comply with all regulations whether general or local in force including Environmental, Social, Health and Safety (ESHS) policies throughout the period of the contract and shall be required as may be necessary to comply with any amendments in or additions to such regulations</p> <p>The Contractor shall keep on the site and maintain in good condition one dumpy or quickset level, metric leveling staff and one 30 metre steel tape for the use of the Architect, Surveyor and Engineer.</p> <p>The contractor may be required to provide an appropriate tower crane as required during the project life. Where a crane is provided, it should meet all regulatory and technical standards, all licences in connection with erection, usage shall be at the Contractors expense.</p> <p>The contractor may be required to provide an appropriate tower crane as required during the project life. Where a crane is provided, it should meet all regulatory and technical standards, all licences in connection with erection, usage shall be at the contractors expense.</p> <p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>LOCAL REGULATIONS AND BY-LAWS</u></p> <p>The contractor is to comply with all local regulations and by-laws of the Local Authority including serving notices and paying of fees where applicable. These include, but not limited to: National Environmental Management Authority (NEMA), National Construction Authority (NCA), Water Resources Authority (WRA)</p> <p>The Contractor will be held responsible for serving on the Chief Inspector of Factories a written notice not later than seven days after the beginning of the building operations included in this contract stating the particulars required.</p> <p><u>TRANSPORT TO AND FROM THE SITE</u></p> <p>B The Contractor shall include in his prices for the transport of materials, workmen etc to and from the site of the proposed works at such hours and by such routes as are permitted by the Authorities.</p> <p>All unit rates for local or imported goods are to include freight, insurance, handling and delivery costs to the project site together with import duties, sale tax, port charges etc and all other charges of whatever nature.</p> <p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>FAIR WAGES</u></p> <p>The Contractor shall pay rates of wages and observe hours and conditions of labour not less favourable than the minimum conditions of employment applicable in the area in which the work is carried out. The relevant notice must be posted up and kept posted upon the site where it can be conveniently read by the employees concerned in languages they can understand.</p> <p>The Contractor is to comply with the regulations of Wages and Conditions of Employment Act, Building and Construction Industry Wages Council and is to be responsible for compliance of the sub-contractors employed in the execution of the contract. If required he is to notify the Engineer of the names and addresses of all such Sub-contractors. Any Contractor or Sub-contractors not complying will not be permitted to tender for other work for such a period as the Engineer may determine</p> <p>Should a claim be made to the Engineer alleging the Contractor's default in payment of fair wages to any workman employed on the contract and if proof thereof satisfactory to the Engineer, may failing payment by the Contractor, pay the claim out of any monies due or which may become due to the contractor under this contract.</p> <p>The Contractor is to furnish to the Engineer, if called upon to do so, such particulars of the rates of wages, hours and conditions of labour referred to above as the Engineer may direct</p>	
B	<p><u>SECURITY OF WORKS</u></p> <p>The Contractor shall be entirely responsible and shall pay security of all works, stores, materials, plant, personnel etc both his own and sub-contractors and shall also provide all necessary watching, lighting, and other precautions as necessary to ensure the security, the safety and protection of the public. He is to ensure that there is no informal business settlement near the establishment.</p>	
	<p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>OCCUPATIONAL HEALTH AND SAFETY MEASURES</u></p> <p>The Engineer expects the Contractor to adhere to strict safety measures. In this regard the Contractor should ensure that all his workers, the Consultants and his sub-Contractors workmen are wearing Personal Protective Equipment (PPE) before commencement of any work where applicable including overalls with the company name clearly printed on the back each with clearly marked Identification Numbers stitched or imprinted on.</p> <p>The Contractor shall allow for providing all watching, lighting, green netting, barriers, signs, covering open trenches and protection of the works, including Sub-Contract works, as may be necessary for the safety of the works and for the protection of the public and his own and Sub-Contractors' employees.</p> <p>He shall also ensure provision of a certified and qualified safety, health and environmental officer, access to ambulance services at all worksites and arrangement to access a local hospital/dispensary with qualified medical staff.</p> <p>The contractor shall take cognisance and shall fully adhere to the regulations of the Occupational Safety and Health Act of 2007 including all the associated revisions</p> <p>The Engineer shall expect full compliance to this regulation and no excuses will be entertained for non-compliance which may lead to suspension of works until the issue is addressed satisfactorily.</p>	
B	<p><u>PUBLIC, PRIVATE ROADS AND PAVEMENTS ETC</u></p> <p>The contractor will be required to make good at his own expense any damages he may cause to the present approach and surrounding road surfaces during the period of the works</p>	
C	<p><u>POLICE REGULATIONS</u></p> <p>The contractor is to allow for complying with all Government Acts, orders or regulations in connection with employment of labour and other matters related to the execution of the works.</p> <p>The Contractor must acquit himself duly with current acts and regulations, including police regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc..</p>	
	<p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>AREA TO BE OCCUPIED BY CONTRACTOR</u></p> <p>The area of the site which may be occupied by the Contractor for use as storage and for the purpose of erecting workshops etc shall be defined on the site by the Engineer</p> <p><u>PROGRESS SCHEDULE</u></p> <p>Immediately after signing the contract the Contractor is to prepare a Time Progress Chart showing the time and order in which he proposes to carry out the works within the total construction time stated in the contract. The chart will show in detail the construction time and order in which each section of the work is to be carried out and be sub-divided into trades and tasks. If the contractor proposes sectional completion of the project he must plan this in detail including access roads, and services and this shall be reflected on the chart</p> <p>Upon the letting of the Sub-Contractors work the Contractor is to incorporate times and details of each separate Sub-Contractor work which information is to be agreed by the Sub-Contractor and the chart will be so designed to accommodate this infantine.</p> <p>At the end of each week the Contractor is to mark on the chart in a different colour the actual time taken to complete the respective stages and sections of the work. The contractor shall obtain the Engineer's approval on the chart and then shall supply copies to the Engineer and Quantity Surveyor</p> <p>If at any time it should appear to the Engineer that the actual progress of the works does not conform to the approved programme progress schedule the Contractor shall produce at the request of the Engineer a revised programme showing the modifications and accelerations to the approved programme necessary to ensure completion of the works within the agreed contract period.</p> <p>The submission of and approval by the Engineer of such revisions and accelerations shall not entitle the Contractor to any extra payment or extension of time and shall not relieve the Contractor of any duties or obligations or responsibilities under the contract</p> <p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>OVERTIME</u></p> <p>The Contractor shall be responsible for any extra costs for overtime working he considers will be necessary in order to complete the works within the contract period or time for completion apart from overtime working which may be authorised by the Engineer</p> <p>If overtime is worked out in accordance with a written instruction issued by the Engineer the contractor will be reimbursed in respect of such overtime to the unproductive time payable over and above the basic hourly rates as laid down by the Regulation of wages and Conditions of employment Act, Building and Construction Industry Wages Council and excluding any bonuses, profits and overheads.</p>	
B	<p><u>WATER</u></p> <p>The contractor shall provide at his own risk and cost all water for use in connection with the works including the work of sub-contractors make arrangements with the local authority for the installation of a separate meter where applicable and possible for all water used by him throughout the contract and pay all costs and fees in connection therewith. He shall also provide temporary storage tanks and tubing etc as he may consider necessary and clear away at completion.</p> <p>The contractor is to provide clean drinking water at the construction site for his workers at all times.</p> <p>All water shall be fresh, clean and pure, free from earthly vegetable or organic matter, acid or alkaline substance in solution or suspension.</p>	
C	<p><u>TELEPHONE</u></p> <p>The contractor shall provide in the office, from the commencement to the completion of the works, a wireless or mobile phone and shall pay all charges or airtime necessary for its use</p>	
D	<p><u>LIGHTING AND POWER</u></p> <p>The contractor shall provide at his own risk and cost all temporary artificial lighting and power for use on the works including all sub-contractors and specialists requirements and including all temporary connections, wiring, fittings etc and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.</p>	
	<p>Carried to Collection</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>TESTING</u></p> <p>Allow for all expenses in connection with the testing of materials as specified hereunder including the supply and preparation of materials to be tested, the cost of materials and their packing and conveyance to the nearest approved Testing Laboratory, laboratory charges, etc. The following items of tests will be measured according to the number of tests actually called for by the Engineer but unsuccessful tests will not be included in the remeasurement.</p> <p>Allow for executing the following tests as detailed in the Appendices to these Bills of Quantities (PROVISIONAL))</p> <p>Water Test(litres)</p> <p>Sand Test(m3)</p> <p>Aggregate Test(m3)</p> <p>Reinforcement test (1m of mild steel rod or high tensile steel bar of various sizes)</p> <p>Concrete Test (each test comprising cubes as described hereinafter)</p> <p>.....</p> <p>Testing of concrete or stone blocks of various strengths in accordance with Kenya Standard Specification (one test comprising blocks)</p>	
	<p><u>PRICING RATES</u></p> <p>The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, all to comply with the said Conditions of Contract.</p>	
	<p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>TEMPORARY STRUCTURES</u></p> <p>a) The Contractor shall allow for providing and clearing away on completion of the works such temporary hoarding , rubbish chutes, gates, planked walkways, guard rails etc. as may be necessary for the protection of the workers, the general public, and for the proper execution of the works.</p> <p>b) As such, temporary structures shall be constructed with the approval of the Engineer and to his full satisfaction and in such a manner as to cause minimum intrusiveness and disturbance to occupants of adjacent developments and users of the adjacent roads.</p> <p>c) All such temporary structures shall comply in all aspects with the national laws, rules, and regulations currently in force and applicable to such structures.</p> <p>d) All temporary structures shall be erected in a manner so that the unloading of materials causes minimum obstruction to the use of adjacent roads and other facilities</p> <p>e) All temporary structures shall be kept properly lighted throughout the periods of darkness and any corners or projections shall be painted white.</p> <p>g) Temporary structures shall not be used or permitted to be used for advertisement purposes except with the written consent of the Engineer</p> <p>h) All temporary structures shall be maintained at all times in good order and good condition to the satisfaction of the Engineer.</p> <p>i) All temporary structures shall be removed when so required by the Engineer or at the end of the period for which it is required.</p> <p>j) The Contractor shall indemnify and shall keep the employer indemnified against any expenses, loss, claim or suits arising out of or in connection with the temporary structures.</p> <p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
	<p><u>SITE OFFICE</u></p> <p>A The contractor shall supply, maintain, service, clean and light a fully furnished, suitable office having an approximate floor area of not less than 200sqm. The office shall have a sample room suitable dimensions with clean running water and electricity connected to the approval of the Engineer.</p> <p>The Contractor shall provide offices, messrooms and all other buildings required by the Contractor for his own use and the use of by Clerk of Works and Nominated SubContractors as required by the items or attendance</p> <p>The site office shall be equipped with a table and chairs of sufficient size and number for site meetings and plan chests for drawings shall also be provided by the contractor</p> <p>The Contractor shall allow for the cost of providing light refreshment for the consultants at site meetings.</p> <p><u>TEMPORARY DISPOSAL OF RAIN WATER</u></p> <p>B The Contractor shall provide and maintain all necessary temporary gutters, downpipes, chutes, drains etc. for conveying rainwater from the buildings and storage tanks for rainwater harvesting.</p> <p>The Contractor shall allow for temporary drainage plumbing and piping for keeping the premises and site free from accumulation of water. He shall also allow for construction and maintaining any necessary storm water drainage structures as directed.</p> <p><u>CLEARING AWAY</u></p> <p>C The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate, on intervals as instructed by the Engineer and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused materials and stains and leave in a clean and tidy state to the reasonable satisfaction of the Engineer.</p> <p>The whole of the works shall be delivered up clean, complete and in perfect condition in every respect to the satisfaction of the Engineer.</p> <p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>SITE ACCOMODATION & STORAGE</u></p> <p>The Contractor shall provide sheds for storage accommodation for all goods and materials liable to suffer damage from exposure to sunlight or inclement weather.</p> <p>The Contractor shall provide offices, mess rooms and all the buildings required by the Contractor for his own use and the use of Nominated Sub-Contractors as required by the items of attendance only.</p> <p>The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the Engineer</p> <p>Upon completion all temporary buildings are to be removed and cleared away</p>	
B	<p><u>SANITATION OF THE WORKS</u></p> <p>The sanitation of the works shall be provided, maintained and removed on completion by the Contractor to the satisfaction of the Engineers and local Authorities.</p> <p>The sanitary facilities shall be of generally acceptable standard regardless of the material being used to ensure ease of cleaning and maintain general well being of the users. Their location shall be agreed with the Engineers and the works shall not be commenced before the sanitary accommodation has been approved by the above mentioned authorities.</p> <p>The Contractor will be required to pay all conservancy charges and shall ensure clean daily maintenance and disinfecting of the sanitary facilities, and not less than once per week, the whole area shall be sprayed with disinfectant and insecticides and any temporary drains shall be removed and all works and surfaces disturbed made good and then the whole area disinfected and left clean and free from pollution to the satisfaction of the Engineer and local authorities.</p>	
C	<p><u>HOARDINGS</u></p> <p>The Contractor shall provide, erect and maintain throughout the course of the Contract and thereafter clear away and make good disturbed areas, temporary hoarding; approximate length of 1000 metres: 2400mm high above ground consisting of: 100mm diameter timber poles at 1200mm centres firmly founded and secured, 75x50mm horizontal timber rails at 900mm centres, painted GCI sheets, proper timber gates with suitable locks to Engineers approval.</p> <p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>DEMOLITIONS AND DOWNTAKINGS</u></p> <p>The Contractor is to allow for all temporary protection required during the works including ordinary and special dust screens, hoardings, barriers, warning signs etc. as directed by the Engineer and as necessary for the adequate protection of adjacent property and finishes, workmen employed upon the site and the public. Any damage or loss incurred due to the insufficiency of such protection must be made good by the Contractor. All protective devices are to be removed on completion of the work and any necessary making good consequent upon this is to be executed to the satisfaction of the Engineer</p> <p>All materials arising from demolitions and downtakings are deemed to be the property of the employer. No claim will be entertained on account of employer excising this right to retain the materials unless otherwise stated.</p> <p>The Contractor shall allow in his rates the cost of handling and disposal of debris arising out of the demolition works</p> <p>All downtakings shall be carefully removed, taken down, dismantled and stored on site until instructed by the Engineer to remove from the site. Such materials shall only be incorporated in the new works if required by the Engineer in which case appropriate adjustments will be made in the final account for the cost of labour, screws etc for fixing such downtakings in the new works.</p> <p>The Contractor shall be entirely responsible for any breakage or damage which may occur to materials required for re-use, during their removal, unless it is certified by the Engineer that such damage or breakage was inevitable as a result of the condition of the item concerned.</p> <p><u>ACCESS TO SITE AND TEMPORARY ROADS</u></p> <p>Means of access to the site shall be agreed with the Engineer prior to commencement of the works and the Contractor must allow for building and maintaining any temporary access roads for the transport of materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges or any other means of gaining access.</p> <p>Upon the completion the works the Contractor shall remove such temporary roads, temporary culverts bridges etc and make good and reinstate all works and services disturbed to the satisfaction of the Engineer.</p> <p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>SIGN BOARD</u></p> <p>The Contractor shall provide and erect where directed and maintain during the whole period of the building operation and remove at completion, one approved sign board of approximately 3000x3000mm and approximately 5800mm overall height to the Architect's later design giving a brief description of the works, a 3D perspective image of the project, and showing the names of the employer and the consultants, with sufficient space to append the names of the sub-contractors and suppliers when known. The lettering concerning the Architect, Quantity Surveyor and Engineer is not to be more than 50mm high.</p>	
B	<p><u>PRIME COST SUMS</u></p> <p>i) The words "Prime Cost" (or the initials "P.C") appearing in the contract documents shall mean net costs exclusive of any trade, cash or other discount whatsoever but inclusive of the costs of the packing, carriage and delivery. Such costs shall be the same due to the sub-contract or supplier after adjustments where applicable in respect of measurements of rates.</p> <p>ii) Any increase or decrease in the prime costs sums resulting from the adjustments and properly paid by the contractor shall be added or deducted from the contract sum in the final account. In substantiation the contractor will require to produce to the Quantity Surveyor all quotations, invoices and receipted accounts as shall be necessary to show the details of the sums actually paid.</p> <p>iii) Any sum added by the contractor in these Bills of Quantities in respect of profits upon any prime costs will be deducted at the final settlement of accounts and the sum will be added to the amount of which will bear the same proportion to the sum added as the net amount properly expended to the original P.C sum. The profit is a management fee for arranging and taking responsibility of the sub-contract works or arranging for and checking the supply of materials and goods from nominated suppliers.</p> <p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>NOMINATED SUB-CONTRACTORS</u></p> <p>The contractor shall accept responsibility for providing the following services for nominated sub-contractors.</p> <p>i) GENERAL ATTENDANCE:</p> <p>The following services are described as "allow for general attendance" . This shall mean:</p> <p>a) Use for the purpose of the sub-contract works of any scaffolding belonging to or provided by the contractor while it remains so erected upon site, provided that no warranty or other liability on the part of the contractor or of his other sub-contractors shall be created or implied in regard to the fitness, condition or suitability of the said scaffolding</p> <p>b) Provision of water, lighting, watching and attendance for the purpose of the sub-contract works.</p> <p>c) Use of sanitary accommodation, mess rooms and welfare facilities.</p> <p>d) Provision of space for erecting of offices or stores or space for storage of plant and materials.</p> <p>ii) SPECIAL ATTENDANCE:</p> <p>The following services are described as "allow for special attendance" . This shall mean:</p> <p>a) Taking delivery and including the provision of unskilled labour necessary to attend upon the sub-contractors workmen for the purpose of unloading plants/equipment and materials of significant weight and/or size, when received upon the site and placing in position within the sub-contractor's storage space or store.</p> <p>b) Special Scaffolding, scaffolding additional to the Contractors scaffolding or Reassembling of contractor's scaffolding.</p> <p>c) Facilitating special power requirements during the course of the works.</p> <p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
	<p>CLAIMS</p> <p>A It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and / or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such a claim or intent to claim notice to the Engineer within the contract period. No claim shall be entertained upon the expiry of the said contract period.</p> <p>PAYMENTS</p> <p>B The tenderer's attention is drawn to the fact that the payments shall be made in accordance with Clause 14 of the Conditions of Contract Agreement. In order to facilitate this, a list of the general component elements for the works is given at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said elements.</p> <p>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</p> <p>C The Contractor is thus instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of activities being carried out. The Contractor shall allow in his rates any expense he deemed necessary by taking such care within the site.</p> <p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
A	<p><u>NOMINATED SUPPLIERS</u></p> <p>The contractor shall take delivery all materials or goods supplied by the Nominated suppliers and shall sign a receipt as having received them in good order and condition. He shall offload, transport to site, unload, hoist, provide safe storage and thereafter be responsible for any loss or damage or replacement of any such lost or damaged articles at his own expense and shall return case if so required.</p> <p>Provision is made herein following each appropriate P.C sums for the costs of the foregoing services against items reading "take delivery of and fix only"</p> <p><u>Fix Only:-</u></p> <p>"Fix Only" shall mean take delivery on site, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.</p>	
B	<p><u>DIRECT CONTRACTS</u></p> <p>Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum in the priced Bills of Quantities will be adjusted as described for P.C. Sums is allowed.</p>	
C	<p><u>PROTECTION OF THE WORK</u></p> <p>The Contractor shall cover up and protect all finished work liable to damage including provision of temporary roof, gutters, drains etc until the completion of the works.</p> <p>In the event of any damages occurring to the works, materials, sewers, drains, gullies, paths or other works on site in temporary possession of the contractor for the purpose of this contract either from weather, want of proper protection, defects, or insufficiency of the works or any other causes or whatsoever during the progress of the works, the contractor shall be responsible and without extra charge, make good all damage and pay all costs which may be levied.</p>	
D	<p><u>BLASTING OPERATIONS</u></p> <p>Blasting will only be allowed with the express permission of the Engineer in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the Engineer governing the use and storage of explosives.</p> <p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
	<p><u>PREVENTION OF NUISANCE</u></p> <p>A The works and such sections of the site necessary thereafter shall be under the entire care and control of the contractor during the whole period of the contract and shall take all possible precautions to prevent any nuisance, inconvenience or injury to the holder or occupiers of the existing or surrounding properties and to the public generally, and shall at all times keep all paths and roads affected by the works in a safe and clear state, and shall use proper precautions to ensure the safety of all wheeled traffic and pedestrians.</p> <p>The contractor shall provide appropriate screens to seal off the working area.</p> <p><u>REMOVAL OF PLANT AND RUBBISH ETC</u></p> <p>B The Contractor shall upon completion of the works remove and clear away all temporary buildings, plant, rubbish and unused materials, and shall leave the whole of the site of the works in a clean and tidy state to the satisfaction of the Engineer. He shall also remove all rubbish and dirt from the site at intervals or as directed by the Engineer.</p> <p>Particular care shall be taken in leaving windows, floors and fittings clean and the removal of all paint and cement stains therefrom.</p> <p>The contractor is expected to have established a well planned method of solid disposal of debris/garbage on and off the camp site</p> <p><u>CONTRACTOR'S SUPERINTENDENCE/SITE AGENT</u></p> <p>C The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works.</p> <p>Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Engineer and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p> <p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
	<p><u>TRAINING LEVY</u></p> <p>A The Contractor's attention is drawn to legal notice No. 237 of 2007 which requires payment by the Contractor for a training levy and the contractor shall allow in the preliminaries of this contract (basic rates column) for all costs arising or resulting therefrom.</p> <p>Proof of payment of this Levy should be provided at the request of the Engineer</p> <p><u>STANDARDS LEVY</u></p> <p>B The Contractor is required to make payments to the Kenya Bureau of Standards as Standard Levy inline with the current current and prevailing regulations.</p> <p><u>VALUE ADDED TAX (V.A.T.)</u></p> <p>C The Contractor's attention is drawn to V.A.T PUBLIC NOTICE NO. 6 of 5th August, 1993 regarding the Finance Bill 1993 which expanded the V.A.T base to cover construction services amongst other items. The Contractor's attention is also drawn to all other notices issued by the government in relation to taxation. The Contractor shall familiarise himself with the said notices and allow in all his Bills of Quantities rates (Excluding P.C and Provisional Sums) for the net tax. (i.e less input tax where applicable) as required by law.</p> <p>Please note that allowing a lump sum tax either in preliminaries or in summary page shall not be acceptable.</p> <p>Any additional information and assistance concerning the application of the said notice should be directed to the office of the Commissioner of Value Added Tax</p> <p>Carried to collection</p>	

ITEM	DESCRIPTION	AMOUNT
	<u>BILL NO. 1</u>	
	<u>GENERAL PRELIMINARIES</u>	
	<u>COLLECTION</u>	
	Carried from page 1/9	
	Carried from page 1/10	
	Carried from page 1/11	
	Carried from page 1/12	
	Carried from page 1/13	
	Carried from page 1/14	
	Carried from page 1/15	
	Carried from page 1/16	
	Carried from page 1/17	
	Carried from page 1/18	
	Carried from page 1/19	
	Carried from page 1/20	
	Carried from page 1/21	
	Carried from page 1/22	
	Carried from page 1/23	
	Carried from page 1/24	
	Carried from page 1/25	
	Carried from page 1/26	
	Carried from page 1/27	
	Carried from page 1/28	
	Carried from page 1/29	
	Total for General Preliminaries Carried to Summary of Bill No. 1	

ITEM	DESCRIPTION	UNIT	AMOUNT
	<u>BILL NO. 3</u>		
	<u>PROJECT EXPENSES</u>		
	Disclaimer: The following items are provisional sums provided by the Project Manager. They are to be expended at the written instruction of the Project Manager.		
	Note: Tenderers should not attach, revise or add any conditions or specifications to the project supervisor's expenses		
A	Provide and maintain equipment for the Engineer's site office for the duration of the project	Lump Sum	2,500,000.00
B	Provide for supervision as follows: 2 No. Resident Engineers, 1 No. Clerks of works, (Building and services) for the duration of project and 1 no. Work Inspectors, and 1 No Surveyor to be engaged on need basis.	Lump Sum	9,000,000.00
C	Allow a provisional sum of Kshs. Eight Million (8,000,000) for Project Management Team and other stakeholders facilitation allowances during project implementation, as and whenever it is necessary.	Lump Sum	8,000,000.00
D	Allow a P.C. Sum of KShs. 8,500,000 for supply of 1 Nr. (one)4WD station wagon SUV zero mileage vehicles of 2500 cc, or approved equivalent, including road licenses, number plates, insurances, etc. The vehicles to revert to Employer after completion of Contract. Minimum specifications include but not limited to the following: <ul style="list-style-type: none"> • Engine - 2.5 litres Turbo Diesel • Rear Differential Gear Lock • Braking System to include ABS (Anti-Lock Brake System) • Power Steering with adjustable Steering Column • Electronic Fuel Injection System. • 5 Speed Semi-Auto Transmission • Power Windows • Immobilizer and Alarm System • Fuel tank capacity between 80 litres and 100 litres 	Item	8,500,000.00
E	Provide for the driver, fuels, maintenance, lubricants and servicing of the vehicle for kilometrage over 1,500 km per vehicle month.	Item	1,440,000.00

ITEM	DESCRIPTION	UNIT	AMOUNT
A	Provide a Prime-cost sum of Kshs five Hundred Thousand, (500,000.00) only for carrying out environmental impact assessment before the commencement of works and undertaking environmental mitigation measures as the work progresses.	Item	500,000.00
B	Provide a Prime-cost sum of Kshs one million, (1,000,000.00) only for carrying out Geotechnical survey before the commencement of works and preparation of the reports	Item	1,000,000.00
C	Allow a provisional sum of Kshs. Two Hundred and Fifty Thousand (250,000.00) for stationery, documentation, model making, review and preparation of as built drawings Manager.	Item	250,000.00
D	Allow a provisional sum of Kshs. Three Hundred and Fifty Thousand (350,000.00) for provision of Laptop Computer for the Engineer's Team.	Item	350,000.00
Contractor's profits and overheads			
E	Allow for the Contractor's overheads and profits on items above	10%	3,154,000.00
Total for Project Expenses Carried to Summary of Bill No. 1			34,694,000.00

BUILDERS WORK

Item	Description	Unit	QTY	Rate	Amount
<u>PROPOSED SOCIAL HOUSING UNITS BLOCK</u> <u>(G+14)</u>					
ELEMENT NO 1 - SUBSTRUCTURES (ALL PROVISIONAL)					
<u>Site Clearance</u>					
A	Clear site of all grass, hedges, shrubs, bushes grub up roots, load and remove from site and dispose at designated local authority areas.	SM	1,100		
B	Bulk excavation to reduce levels depth not exceeding 1.5m commencing from existing ground level	CM	1,260		
C	Ditto but exceeding 1.5 metres but not 3 metres deep	CM	1,260		
D	Ditto but exceeding 3.0 metres but not 4.5 metres deep	CM	840		
E	Extra over all type of excavation for excavating in soft rock	CM	378		
F	Ditto excavation in hard rock class I	CM	126		
Disposal of water					
G	Allow for keeping the whole of the excavation free from all spring and running water by pumping or any other such means as may be necessary	Item			
Planking and strutting					
H	Allow for maintaining and upholding the sides of excavations and keeping excavations clear of all fallen materials, rubbish etc	Item			
Carried to collection					

Item	Description	Unit	QTY	Rate	Amount
	<u>Disposal of excavated material</u>				
A	Load, wheel and cart away surplus excavated material to a Local Authority designated dumping site or fill soil heaps as away from site instructed by the Project Engineer.	CM	3,360		
B	Return, fill and ram selected excavated material around sides of foundations.	CM	1,008		
	Fillings				
C	Make up levels using approved imported materials: compacted in layers not exceeding 300mm thick with a roller: to the satisfaction of the Structural Engineer.	CM	2,520		
D	300mm thick hardcore bed: hand packed : compacted in layers not exceeding 150mm thick: to the satisfaction of the Structural Engineer	SM	775		
E	50 mm Stone dust/ Murrum blinding to surfaces of hardcore	SM	775		
	Anti - termite to treatment				
F	Approved anti-termite treatment, with ten-year guarantee, sprayed to surfaces of hardcore strictly in accordance with manufacturer's instructions.	SM	775		
	Damp-proof membrane				
G	1000 gauge polythene or other equal and approved damp-proof membrane, laid over blinded hardcore (measured separately) with 300mm side and end laps (measured nett-allow for laps); 1 No. layer: bedded in and including cement and sand (1:3) mortar	SM	775		
	Concrete Blinding				
	In situ concrete Class 15MPa: vibrated:				
H	50 mm thick blinding under raft	SM	915		
I	50 mm thick blinding under ground beams	SM	181		
	In- situ vibrated reinforced concrete Class 25 MPa: in:				
J	Raft Foundation	CM	458		
K	Ground Beams	CM	82		
L	150mm thick surface bed	SM	775		
M	Steps	CM	2		
	In- situ vibrated reinforced concrete Class 30 MPa: in:				
N	Columns	CM	40		
O	200mm thick Lift pit shaft wall	SM	44		
	Carried to collection				

Item	Description	Unit	QTY	Rate	Amount
	Ribbed reinforcement steel bars to KS 573:2014 : Grade 500 high tensile strength including bends, hooks, tying wire and distance blocks; to S.E's detail (Provisional)				
A	Assorted reinforcement Mesh fabric reinforcement to KS/EAS 412;2 (2019) BRC A142;200 x 200mm, weighing 2.22kg/m² (measured net - no allowance) for laps; in two layers - top & bottom; including bends, tying wire and spacer blocks)	KGS	70,655		
B	In ground floor slab <u>Modular steel frame with steel plates covering formwork and/or marine board formwork: to:</u>	SM	775		
C	Sides of raft foundation	SM	80		
D	Sides of ground beams	SM	272		
E	Vertical sides to columns	SM	375		
F	Vertical sides to lift shaft walls	SM	88		
G	Edge of slab not exceeding 150mm girth	LM	160		
H	Edges of risers 75 - 150mm high Foundation Walling Natural quarry stone walling with a minimum of 7.0 N/mm² bedded and jointed in cement and sand (1:4) mortar, reinforced with and including 25 x 3 mm thick hoop iron strips at every alternate course as described in;	LM	12		
I	200mm thick walls in foundations Pavings	SM	642		
J	Supply and lay 600 x 600 x 50mm reinforced concrete precast paving slabs around the building including laying, spreading and compacting 100mm thick approved sand bed blinding, on and including 150mm thick compacted hardcore to Engineer's approval. Plinth 25mm Thick cement and sand (1:4) rendering on concrete or masonry ; wood float finished; to	SM	96		
K	Plinths externally Two coats black bitumastic paint on:	SM	80		
L	Rendered surfaces Cement/sand (1:3) screed with approved waterproofing admixture, steel trowelled hard and smooth to receive waterproofing (m/s)	SM	80		
M	20mm thick water proof cement/sand (1:4) screed to lift pit floor prepared to receive water proofing	SM	9		
N	12mm thick water proof cement/sand (1:4) render to wall prepared to receive water proofing	SM	44		
	Carried to collection				

Item	Description	Unit	QTY	Rate	Amount
	<p><u>Waterproofing</u></p> <p><u>CRYSTALLINE WATERPROOFING</u></p> <p><u>All areas indicated shall be waterproofed by approved cementitious system , provide 10 year guarantee, all to manufacturer's specifications and instructions as described:</u></p> <p><u>Two coat slurry application: waterproofing powder: 1kg per m2 per coat, minimum 2 coats to seal all expansion joints, holes, repaired areas and angle fillet or as per manufacturers instructions</u></p> <p><u>Application of render coat: waterproofing powder: 1kg per m2 at 4.5mm thick on slabs. Rate shall allow for hacking and preparing all concrete surfaces or as per manufacturers instructions</u></p>				
A	Horizontal surfaces of lift base	SM	9		
B	Vertical surfaces of Lift shaft walls	SM	44		
	<p><u>HANGING LINES</u></p> <p><u>Pavings</u></p>				
C	Supply and lay 600 x 600 x 50mm reinforced concrete precast paving slabs around the building including laying, spreading and compacting 100mm thick approved sand bed blinding, on and including 150mm thick compacted hardcore to Engineer's approval.	SM	50		
D	50mm diameter X 2mm thickness CHS posts. T-fabricated at a height of 2M and anchored 500mm deep in mass concrete. Each post to have 3 hanging lines.	NO	20		
E	Supply and install approved Hanging lines 4 mm thick; Material made of Nylon.	LM	100		
	Carried to collection				
	COLLECTION				
	Total brought forward from page no: 1				
	Total brought forward from page no: 2				
	Total brought forward from page no: 3				
	Total brought forward from above				
	<u>ELEMENT NO. 1</u>	Carried to			
	<u>SUBSTRUCTURES</u>	Main summary			

Item	Description	Unit	QTY	Rate	Amount
<u>PROPOSED SOCIAL HOUSING UNITS BLOCK</u>					
<u>(G+14)</u>					
GROUND FLOOR					
ELEMENT No 2 - R.C FRAME					
<u>Insitu concrete class 30MPa: vibrated: reinforced</u>					
A	Columns	CM	51		
B	200mm thick Lift shaft wall	SM	44		
<u>Insitu concrete class 25MPa: vibrated: reinforced</u>					
C	Beams	CM	45		
D	Upper Roof Beams	CM	-		
E	130mm thick suspended slabs	SM	-		
F	150mm thick suspended slabs	SM	780		
G	150mm thick cantilevered suspended slabs	SM	-		
H	150mm thick Tank Slab over stairwell	SM	-		
I	Tank Bearers	CM	-		
J	150 mm thick landing	SM	12		
K	Staircases	CM	9		
L	100 mm thick reinforced concrete benches reinforced with BRC mesh A142 complete with formwork and all necessary hardened steel troweled plasterworks/screed work	SM	72		
M	Ditto: but kitchen worktops	SM	48		
Ribbed reinforcement steel bars to KS 573:2014 : Grade 500 high tensile strength including bends, hooks, tying wire and distance blocks; to S.E's detail (Provisional)					
N	Assorted reinforcement	Kg	48,920		
<u>Modular steel frame with steel plates covering formwork and/or marine board formwork: to</u>					
O	Sides of columns	SM	506		
P	Sides and soffites of beams	SM	544		
Q	Soffits of suspended slabs	SM	828		
R	Edges of slab over 75mm but not exceeding 150mm girth	LM	208		
S	To sloping soffits of staircases	SM	18		
T	Soffits of landings	SM	12		
U	Riser of steps over 150 mm but not exceeding 225 mm girth	LM	53		
V	Staircase string 300mm extreme girth and cut to profile of steps	LM	29		
W	Edges of landing over 150 but ot exceeding 225mm high	LM	20		
X	Sides of lift walls	SM	83		
Y	Edges of lift shaft openings 150-225mm high	LM	13		
<u>ELEMENT NO. 2</u>		Carried to			
<u>R.C FRAME</u>		Main summary			

Item	Description	Unit	QTY	Rate	Amount
PROPOSED SOCIAL HOUSING UNITS BLOCK (G+14)					
GROUND FLOOR					
ELEMENT No 3-WALLING					
WALLING					
External Walling					
<i>Machine cut quarry stone walling with a minimum of 7.0 N/mm² average compressive strength ;bedded and jointed in cement and sand (1:4) mortar, reinforced with and including 25 x 3 mm thick hoop iron strips at every alternate course as described in;</i>					
A	200mm thick walling Externally	SM	920		
B	200mm thick parapet walling	SM	-		
Internal Walling					
<i>Machine cut quarry stone walling with a minimum of 7.0 N/mm² average compressive strength ;bedded and jointed in cement and sand (1:4) mortar, reinforced with and including 25 x 3 mm thick hoop iron strips at every alternate course as described in;</i>					
C	200mm thick walling Internally	SM	180		
D	150mm thick walling Internally	SM	298		
E	100mm thick duct walling Externally	SM	180		
F	Approved hessian based damp proof course to 200mm thick walling in cement/sand mortar	LM	430		
G	Approved hessian based damp proof course to 150mm thick walling in cement/sand mortar	LM	110		
Precast Concrete Breeze Ventilation Blocks					
H	150 x 150mm wide x 50mm thick Pre Cast Concrete flower 3D breeze ventilation blocks bedded and jointed in cement and sand (1:4) mortar	SM	60		
COPING					
I	600 x 350 wide x 100mm thick insitu reinforced concrete class 20Mpa coping, throated and weathered and jointing to columns with cement sand 1:4 mortar	NO	-		
J	Ditto 300 x 100mm insitu concrete coping to walls twice weathered and throated;	LM	-		
Lintols					
K	200mm x 200mm Deep lintols in reinforced concrete class 20MPa with and including 4No T10 and T8 stirups at 200mm centres; complete with formwork	LM	-		
ELEMENT NO. 3		Carried to			
WALLING		Main summary			

Item	Description	Unit	QTY	Rate	Amount
	<u>PROPOSED SOCIAL HOUSING UNITS BLOCK</u> <u>(G+14)</u> GROUND FLOOR ELEMENT NO 4-WINDOWS <u>MILD STEEL WINDOWS</u> <u>Supply, fabricate and fix the following purpose made small pane mild steel casement windows to be fabricated from approved mild steel sections (atleast 14g 2mm thick) comprising of frame and casement incorporating permanent hooded high level ventilation panels infilled with mosquito gauze : window supplied complete with and including 12mm solid square burglar proofing bars fixed at 200mm centres both ways and metal fixing lugs including building into wall and making good, and all necessary iron mongery viz hinges, fasteners, and hasp including shop priming window with red oxide primer before delivery to site:-</u> <u>A prime cost sum of Kshs 4,500 per Sqm has been allowed for fabrication of the above specified Steel casement Windows by AHP juakali artisans as approved by the Project Manager/Architect.</u> <u>The contractor's unit rate shall include the cost of transport, storage, fixing and all associated accesories in addition to the PC Rate.</u>				
A	Window, overall size 1500 X 1500mm high to Architects Details	NO	18		
B	Ditto Size 500 x 500mm high (WC/SH)	NO	46		
C	Ditto Size 800 x 900mm high	NO	-		
D	Ditto Size 600 x 900mm high	NO	-		
	<u>Glazing</u>				
E	4mm Thick clear sheet glass panes over 0.1 but not exceeding 0.5 square meters; fixing with premium putty	SM	41		
F	Ditto; obscure	SM	12		
	<u>Painting and Decorations</u>				
	<u>On Metal work</u>				
	<u>Prepare and apply aerosol spray painting in two finishing coats of first grade paint as per the manufacturer's printed instructions to: -</u>				
G	General window and grille surfaces; over 300mm girth internal	SM	106		
	Carried to Collection				

Item	Description	Unit	QTY	Rate	Amount
	<p><u>Precast concrete window cill finishing fair on all exposed surfaces and hoisting and placing in position, bedding, jointing and pointing in pigmented cement and sand (1:3) mortar</u></p>				
A	150 x 25mm thick Precast concrete window sill	LM	70		
	<p><u>Curtain rods:</u></p>				
B	1.5mm thick, 20mm thick diameter twin powdercoated mild steel rod complete accessories to approval	LM	33		
	Carried to collection				
	COLLECTION				
	Total brought forward from page no: 7				
	Total brought forward from above				
	<p><u>ELEMENT NO. 4</u> Carried to the</p> <p><u>WINDOWS</u> Main summary</p>				

Item	Description	Unit	QTY	Rate	Amount
	<u>PROPOSED SOCIAL HOUSING UNITS BLOCK</u> <u>(G+14)</u> GROUND FLOOR				
	ELEMENT NO 5-DOORS				
	<u>External Doors</u>				
	<u>Steel Casement Doors</u>				
	<u>Fabricate, deliver and install the following purpose made steel casement doors (to Architect detail) to comply to B.S 990, obtained from approved manufacturer , primed with redoxide primer before delivery to site, complete with hinges, handles, catches and to include 300mm high louvered top vent covered with mosquito gauze wire reinforced with coffee tray wire.</u>				
A	Double leaf door size 1500 x 2400mm high	NO	-		
B	Single leaf Size 900 x 2400mm high	NO	12		
	<u>Roller Shutter Door</u>				
C	Provide & fix 2500 x 2400mm M. S. Rolling shutters (18 gauge sheets) for the facade openings. Rate shall include all necessary locking arrangements including godrej navtal locks (heavy duty) 8 levers, 2 nos. per shutter. 2 coats of anti rust paint to be provided for the shutters.	NO	12		
	<i><u>Painting and decoration: Metal Surfaces</u></i>				
	<i><u>Prepare surfaces and apply one undercoat and two finishing coats of first quality gloss oil paint to:</u></i>				
D	General metal surfaces	Sm	52		
	Carried to collection				

Item	Description	Unit	QTY	Rate	Amount
	<u>Internal Doors</u>				
	<u>Flush timber doors</u>				
	<u>50 mm thick Semi Solid cored flush doors with plywood facing to receive painting (m.s) all to Architects details, specifications and approval</u>				
	<u>A prime cost sum at the rate indicated below for fabrication of the above specified Timber Flush door leaves by AHP juakali artisans as approved by the Project Manager/Architect.</u>				
	<u>The contractor's unit rate shall include the cost of transport, storage, fixing and all associated accesories in addition to the PC Rate.</u>				
A	Door size 900mm x 2400mm High comprising of 1 No Opennable leaf size 800 x 2100mm high including fixed fanlight size 900 x 300mm high in 4mm clear glass (measured separately) (PC Rate Kshs 4,000)	NO	46		
B	Ditto 800 x 2100mm high comprising of 1No. Opennable leaf size 700 x 2100mm high (PC Rate Kshs 3,500)	NO	-		
	<u>4mm Thick clear sheet glass fixing with matching timber glazing beads to timber frames</u>				
C	In panes exceeding 0.1 sqm but not exceeding 0.5 square metres.	SM	13		
	<i><u>Frames and frame finishes in cupress Timber</u></i>				
D	25 x 25mm quadrant	LM	263		
E	25 x 50mm architrave with two labours, plugged	LM	263		
F	150mm x 50mm transome with three labours; chamfered edges; plugged	LM	42		
G	150mm x 50mm frame with three labours; chamfered edges; plugged	LM	263		
	Carried to collection				

Item	Description	Unit	QTY	Rate	Amount
	<u>Painting and decorating</u>				
	<u>Priming back of frame with an aluminium or equivalent and approved wood primer</u>				
A	Surfaces not exceeding 100mm girth	LM	526		
B	Surfaces over 100mm but not exceeding 200mm girth	LM	305		
	<u>Prepare Knot, prime, stop and apply one undercoat and two finishing coats first grade timber quality paint to wood surfaces as per the manufacturer's printed instructions</u>				
C	General timber surfaces	SM	200		
D	Surfaces over 200mm but not exceeding 300mm girth	LM	305		
E	Architraves: not exceeding 100 mm girth	LM	263		
F	Quadrant beading : not exceeding 100 mm girth	LM	263		
	<u>Ironmongery</u>				
	<u>Supply and fix the following ironmongery to timber complete with matching screws and keys to the approval of the Architect</u>				
G	100mm pressed steel Butt Hinges	PRS	70		
H	Stainless steel 3 Lever Mortice Door Lock with handle furniture set;(keyhole escutcheons, cylinder and latch)	NO	-		
I	Ditto: but 2 Lever Door Lock with handle	NO	46		
J	40mm Diameter rubber door stop with rawl bolt	NO	46		
K	Door fixing cramps	NO	276		
	<u>Supply and fix the following purpose-made signage in printed vinyl panels in approved background and text colours in accordance to the architects later signage design fixed to finished surfaces in the approved adhesive and matching screws as applicable to;</u>				
L	200 x 50mm Main door signage	NO	24		
M	150x450mm Floor Level Indicator Sign	NO	1		
N	500x100 Floor Wayfinding/Directional Sign	NO	4		
O	200x200mm Duct door Signage	NO	24		
P	450x200 mm Fire Exit Signage	NO	2		
Q	1000x300 mm Block Identification Signage	NO	1		
	Carried to Collection				
	COLLECTION				
	Total brought forward from page no: 9				
	Total brought forward from page no: 10				
	Total brought forward from above				
	<u>ELEMENT NO. 5</u>	Carried to			
	<u>DOORS</u>	Main summary			

Item	Description	Unit	QTY	Rate	Amount
	<u>PROPOSED SOCIAL HOUSING UNITS BLOCK</u> <u>(G+14)</u>				
	GROUND FLOOR				
	ELEMENT NO 6 - EXTERNAL FINISHES				
	EXTERNAL WALL FINISHES				
	External Render				
	<i>Cement and sand (1:3) render:wood floated: on concrete or blockwork: to</i>				
A	15mm thick to beams, Columns, Slab Moulds and walling externally	SM	1,016		
	External Painting				
	<i>Prepare and apply one coat Alkali Resistant primer followed by two coats of silicon exterior Emulsion paint in accordance with the manufacturers written instructions and to the satisfaction of the architect to</i>				
B	Concrete/masonry surfaces externally-Beam, Column and Slab Moulds	SM	1,016		
	ROOF FINISHES				
	<u>Cement and sand (1:3) screeded beds: on concrete: complete with coloured pigmentation additives and hardener to:</u>				
C	50mm average waterproofed lightweight screed laid to falls and crossfalls to roof slabs -upper roof including gutter bases	SM	-		
	<i>Prepare and apply to vertical/horizontal surfaces 4mm thick APP/EPDM water proofing or other equal and approved membrane with surface finish weighing 4kg/sm; laid on primer with torch-on process :by an approved specialist all in accordance with the manufacturers instructions including provision of a written ten (10) year anti leak quarantee.</i>				
D	4mm thick APP membrane applied to roof slabs	SM	-		
E	Ditto to skirting 200mm high	LM	-		
F	Dress membrane around 100mm rainwater outlet	No.	-		
	<i>The Following Flat roof concrete tiles fixed with approved adhesive, laid and jointed with waterproofing bituminous compound</i>				
G	20mm thick interlocking Concrete tiles of size 225 x 225mm with and including cement sand (1:4) backing to falls	SM	-		
	ELEMENT NO. 6 Carried to				
	EXTERNAL FINISHES Main summary				

Item	Description	Unit	QTY	Rate	Amount
PROPOSED SOCIAL HOUSING UNITS BLOCK (G+18)					
GROUND FLOOR					
ELEMENT NO 7 - INTERNAL FINISHES					
<u>Internal Wall Finishes</u>					
<u>Cement and sand (1:3) backings</u>					
A	15mm thick waterproofed cement and sand (1:3) backings to receive Ceramic Wall tiles:	SM	380		
B	To receive porcelain wall tiles (m.s.) (Lift Lobby)	SM	18		
<u>Ceramic wall tiles</u>					
<u>Allow a Prime Cost supply rate of Ksh. 1000 per SM (Rate to include cost of purchase, transport, offload, storage, fixing including all necessary adhesives and accessories</u>					
C	Supply and Fix ceramic wall tiles on prepared backings(m.s) with proprietary adhesive; jointed and pointed in matching coloured proprietary grouting; including pvc spacers and expansion joint as necessary: all to Architect's approval. - Wall Surfaces: 600mm to walls above kitchen worktops and 2100mm high to walls in showers	SM	380		
<u>Porcelain wall tiles</u>					
<u>Allow a Prime Cost supply rate of Ksh. 1500 per SM (Rate to include cost of purchase, transport, offload, storage, fixing including all necessary adhesives and accessories</u>					
D	Supply and Fix porcelain wall tiles on prepared backings(m.s) with proprietary adhesive; jointed and pointed in matching coloured proprietary grouting; including pvc spacers and expansion joint as necessary: all to Architect's approval. - Wall Surfaces: to lift shaft front face	SM	18		
<u>15mm (minimum) two coat cement, sand (1:3) plaster complete with wire gauze anti-crack mechanism at the intersection of masonry walling and concrete beams as described to:-</u>					
E	Concrete/masonry surfaces	SM	2,380		
<u>Painting and Decoration</u>					
<u>Prepare, Skim and apply Emulsion or universal undercoat followed by 2 finishing coats of soft satin Emulsion paint in accordance with the manufacturers written instructions and to the satisfaction of the architect to</u>					
F	Plastered concrete/masonry surfaces internally	SM	2,380		
Carried to Collection					

Item	Description	Unit	QTY	Rate	Amount
	<u>Floor Finishes</u>				
	<u>Cement and sand (1:3) screeds, backings, beds etc</u>				
A	32mm thick waterproofed screed finished to receive floor Tiles (m.s)	SM	775		
B	32mm Thick hardened and coloured steel troweled cement sand screed mix 1:3 finished with red oxide to approval	SM	-		
B	32mm Thick screed finished to receive terrazzo flooring (m.s) in lobbies and corridors	SM	-		
C	Ditto: to surfaces of Landings	SM	13		
D	25 x 300 mm wide treads	LM	53		
E	20 x 150mm risers	LM	56		
	<u>Ceramic Floor tiles</u>				
	<u>Allow a Prime Cost supply rate of Ksh. 1000 per SM (Rate to include cost of purchase, transport, offload, storage, fixing including all necessary adhesives and accessories</u>				
F	Supply and Fix Non Slip Ceramic tiles; on prepared bed(m.s) with proprietary adhesive; jointed and pointed in matching coloured proprietary grouting; including pvc spacers and expansion joint as necessary: all to Architect's approval: to showers	SM	775		
	<u>Terrazzo Flooring</u>				
	<u>10 mm Thick polished terrazzo flooring;laid on screeded surfaces (m.s) not exceeding 15 degrees fall : including floor dividing strips and non-slip grips/carborundum inserts where necessary; to</u>				
G	Lobbies and Corridors	SM	-		
H	Ditto: 100mm wide Wall Skirtings	LM	-		
I	Ditto: to surfaces of Landings	SM	13		
J	Ditto: to 300 mm wide treads	LM	53		
K	Ditto: to 150mm risers	LM	56		
	Staircase soffit finishes				
	<u>15mm (minimum) two coat cement, sand (1:3) plaster complete with wire gauze anti-crack mechanism at the intersection of masonry walling and concrete beams as described to:-</u>				
N	Soffits of staircase landing	SM	13		
O	Ditto to sloping soffites exceeding 15° from horizontal	SM	19		
P	Staircase string 300mm extreme girth and cut to profile of steps	LM	30		
	Carried to Collection				

Item	Description	Unit	QTY	Rate	Amount
	<u>Paint works</u>				
	<u>Prepare, skim and apply Emulsion or universal undercoat followed by 3 coats of soft satin Emulsion paint in accordance with the manufacturers written instructions and to the satisfaction of the architect to</u>				
A	Soffits of staircase landing	SM	13		
B	Ditto to sloping soffites exceeding 15° from horizontal	SM	19		
C	Staircase string 300mm extreme girth and cut to profile of steps	LM	30		
	<u>Ceiling finishes</u>				
	<u>15mm (minimum) two coat cement, sand (1:3) plaster complete with wire gauze anti-crack mechanism at the intersection of masonry walling and concrete beams as described to:-</u>				
D	Soffits of Concrete surfaces	SM	780		
	<u>Painting and Decoration</u>				
	<u>Prepare, skim and apply Emulsion or universal undercoat followed by 3 coats of soft satin Emulsion paint in accordance with the manufacturers written instructions and to the satisfaction of the architect to</u>				
E	Plastered ceilings	SM	780		
	Carried to Collection				

Item	Description	Unit	QTY	Rate	Amount
	COLLECTION				
	Total brought forward from page no: 13				
	Total brought forward from page no: 14				
	Total brought forward from page no: 15				
	<u>ELEMENT NO. 7</u> Carried to				
	INTERNAL FINISHES Main summary				

Item	Description	Unit	QTY	Rate	Amount
<p>PROPOSED SOCIAL HOUSING UNITS BLOCK (G+14)</p> <p>GROUND FLOOR</p> <p>ELEMENT NO 8- BALUSTRADING AND RAILING</p> <p><u>Balustrades and staircase railings</u></p>					
A	<p>900mm high mild Steel balustrade; comprising 60 x 10mm mild Steel balusters at 900mm centres; bolted to base plate and tread (m.s), with 7No. 25mm diameter horizontal bars, and 75x4mm diameter CHS mild Steel handrail part welded into 60x10mm balustrades; to Architects drawings</p>	LM	60		
B	<p>50mm diameter x 3mm CHS handrail supported by 50 x 50 x 3mm thick SHS balusters anchored to slab with and including w/steel bolts and plates at 1800mm centres smooth welded 100mm high (Staircase)</p>	LM	8		
<p><u>Prepare, prime and apply one undercoat and two finishing coats first quality gloss oil paint on</u></p>					
C	<p>General metal surfaces of balustrading (both sides measured overall)</p>	SM	4		
<p>ELEMENT NO. 8 Carried to the BALUSTRADE AND RAILING Main summary</p>					

Item	Description	Unit	QTY	Rate	Amount
PROPOSED SOCIAL HOUSING UNITS BLOCK (G+14)					
GROUND FLOOR					
ELEMENT NO 9 - JOINERY FITTINGS					
<u>Allow for providing materials, labour and construct fixtures and fittings as per Architects drawings of the following JOINERY FITTINGS AND FIXTURES complete with associated iron mongery;</u>					
<u>NOTE: All blockboard, MDF boards,etc in joinery works shall be lipped with hardwood lipping all round before fixing.</u>					
Duct doors					
<u>50mm thick laminated MDF duct doors; complete with frames, ironmongery and all necessary paintwork</u>					
A	Duct doors size 300x2100mm high overall size - Gas duct door	NO	4		
B	Duct doors size 500x2100mm high overall size	NO	4		
C	Duct doors size 600x2100mm high overall size	NO	4		
D	Duct doors size 800x2100mm high overall size	NO	4		
E	Duct doors size 900x2100mm high overall size - Fire duct door	NO	4		
F	Duct doors size 1350x2100mm high overall size - Electrical duct door	NO	4		
	ELEMENT NO. 9				
	Carried to the				
	JOINERY & FITTINGS				
	Main summary				

Item	Description	Unit	QTY	Rate	Amount
<u>PROPOSED SOCIAL HOUSING UNITS BLOCK</u> <u>(G+14)</u>					
GROUND FLOOR					
MAIN SUMMARY					
			Page No.		
1	Substructures		A/4		
2	Reinforced Concrete Frame		A/5		
3	Walling		A/6		
4	Windows		A/8		
5	Doors		A/11		
6	External Finishes		A/12		
7	Internal Finishes		A/16		
8	Balustrade and Railing		A/17		
9	Joinery and Fittings		A/18		
10	Builders works in connection with services		A/19		
<u>TOTAL FOR GROUND FLOOR</u>					
<u>TOTAL FOR GROUND FLOOR CARRIED TO SECTION SUMMARY</u>					

Item	Description	Unit	QTY	Rate	Amount
<u>PROPOSED SOCIAL HOUSING UNITS BLOCK</u>					
<u>(G+14)</u>					
TYPICAL FLOORS					
ELEMENT No 2 - R.C FRAME					
<u>Insitu concrete class 30MPa: vibrated: reinforced</u>					
A	Columns	CM	51		
B	200mm thick Lift shaft wall	SM	44		
<u>Insitu concrete class 25MPa: vibrated: reinforced</u>					
C	Beams	CM	45		
D	Upper Roof Beams	CM	-		
E	130mm thick suspended slabs	SM	-		
F	150mm thick suspended slabs	SM	780		
G	150mm thick cantilevered suspended slabs	SM	-		
H	150mm thick Tank Slab over stairwell	SM	-		
I	Tank Bearers	CM	-		
J	150 mm thick landing	SM	12		
K	Staircases	CM	9		
L	100 mm thick reinforced concrete benches reinforced with BRC mesh A142 complete with formwork and all necessary hardened steel troweled plasterworks/screed work	SM	72		
M	Ditto: but kitchen worktops	SM	48		
Ribbed reinforcement steel bars to KS 573:2014 : Grade 500 high tensile strength including bends, hooks, tying wire and distance blocks; to S.E's detail (Provisional)					
N	Assorted reinforcement	Kg	48,920		
<u>Modular steel frame with steel plates covering formwork and/or marine board formwork: to</u>					
O	Sides of columns	SM	506		
P	Sides and soffites of beams	SM	544		
Q	Soffits of suspended slabs	SM	828		
R	Edges of slab over 75mm but not exceeding 150mm girth	LM	160		
S	To sloping soffites of staircases	SM	18		
T	Soffits of landings	SM	12		
U	Riser of steps over 150 mm but not exceeding 225 mm girth	LM	53		
V	Staircase string 300mm extreme girth and cut to profile of steps	LM	29		
W	Edges of landing over 150 but ot exceeding 225mm high	LM	20		
X	Sides of lift walls	SM	83		
Y	Edges of lift shaft openings 150-225mm high	LM	13		
<u>ELEMENT NO. 2</u>		Carried to			
<u>R.C FRAME</u>		Main summary			

Item	Description	Unit	QTY	Rate	Amount
PROPOSED SOCIAL HOUSING UNITS BLOCK (G+14)					
TYPICAL FLOORS					
ELEMENT No 3-WALLING					
WALLING					
External Walling					
<i>Machine cut quarry stone walling with a minimum of 7.0 N/mm² average compressive strength ;bedded and jointed in cement and sand (1:4) mortar, reinforced with and including 25 x 3 mm thick hoop iron strips at every alternate course as described in;</i>					
A	200mm thick walling Externally	SM	920		
B	200mm thick parapet walling	SM	-		
Internal Walling					
<i>Machine cut quarry stone walling with a minimum of 7.0 N/mm² average compressive strength ;bedded and jointed in cement and sand (1:4) mortar, reinforced with and including 25 x 3 mm thick hoop iron strips at every alternate course as described in;</i>					
C	200mm thick walling Internally	SM	180		
D	150mm thick walling Internally	SM	358		
E	100mm thick duct walling Externally	SM	180		
F	Approved hessian based damp proof course to 200mm thick walling in cement/sand mortar	LM	430		
G	Approved hessian based damp proof course to 150mm thick walling in cement/sand mortar	LM	110		
<u>Precast Concrete Breeze Ventilation Blocks</u>					
H	150 x 150mm wide x 50mm thick Pre Cast Concrete flower 3D breeze ventilation blocks bedded and jointed in cement and sand (1:4) mortar	SM	60		
COPING					
I	600 x 350 wide x 100mm thick insitu reinforced concrete class 20Mpa coping, throated and weathered and jointing to columns with cement sand 1:4 mortar	NO	-		
J	Ditto 300 x 100mm insitu concrete coping to walls twice weathered and throated;	LM	-		
Lintols					
K	200mm x 200mm Deep lintols in reinforced concrete class 20MPa with and including 4No T10 and T8 stirups at 200mm centres; complete with formwork	LM	-		
ELEMENT NO. 3		Carried to			
WALLING		Main summary			

Item	Description	Unit	QTY	Rate	Amount
	<u>PROPOSED SOCIAL HOUSING UNITS BLOCK</u> <u>(G+14)</u> TYPICAL FLOORS ELEMENT NO 4-WINDOWS <u>MILD STEEL WINDOWS</u> <u>Supply, fabricate and fix the following purpose made small pane mild steel casement windows to be fabricated from approved mild steel sections (atleast 14g 2mm thick) comprising of frame and casement incorporating permanent hooded high level ventilation panels infilled with mosquito gauze : window supplied complete with and including 12mm solid square burglar proofing bars fixed at 200mm centres both ways and metal fixing lugs including building into wall and making good, and all necessary iron mongery viz hinges, fasteners, and hasp including shop priming window with red oxide primer before delivery to site:-</u> <u>A prime cost sum of Kshs 4,500 per Sqm has been allowed for fabrication of the above specified Steel casement Windows by AHP juakali artisans as approved by the Project Manager/Architect.</u> <u>The contractor's unit rate shall include the cost of transport, storage, fixing and all associated accesories in addition to the PC Rate.</u>				
A	Window, overall size 1500 X 1500mm high to Architects Details	NO	31		
B	Ditto Size 500 x 500mm high (WC/SH)	NO	48		
C	Ditto Size 800 x 900mm high	NO			
D	Ditto Size 600 x 900mm high	NO			
	<u>Glazing</u>				
E	4mm Thick clear sheet glass panes over 0.1 but not exceeding 0.5 square meters; fixing with premium putty	SM	70		
F	Ditto; obscure	SM	12		
	<u>Painting and Decorations</u>				
	<u>On Metal work</u>				
	<u>Prepare and apply aerosol spray painting in two finishing coats of first grade paint as per the manufacturer's printed instructions to: -</u>				
G	General window and grille surfaces; over 300mm girth internal	SM	164		
	Carried to Collection				

Item	Description	Unit	QTY	Rate	Amount
	<p><u>Precast concrete window cill finishing fair on all exposed surfaces and hoisting and placing in position, bedding, jointing and pointing in pigmented cement and sand (1:3) mortar</u></p>				
A	150 x 25mm thick Precast concrete window sill	LM	95		
	<p><u>Curtain rods;</u></p>				
B	1.5mm thick, 20mm thick diameter twin powdercoated mild steel rod complete accessories to approval	LM	56		
	<p style="text-align: center;">Carried to collection</p> <p style="text-align: center;">COLLECTION</p> <p>Total brought forward from page no: 7</p> <p>Total brought forward from above</p>				
	<p><u>ELEMENT NO. 4</u> <u>WINDOWS</u></p>				<p style="text-align: center;">Carried to the Main summary</p>

Item	Description	Unit	QTY	Rate	Amount
<u>PROPOSED SOCIAL HOUSING UNITS BLOCK</u> <u>(G+14)</u>					
TYPICAL FLOORS					
ELEMENT NO 5-DOORS					
<u>External Doors</u>					
<u>Steel Casement Doors</u>					
<u>Fabricate, deliver and install the following purpose made steel casement doors (to Architect detail) to comply to B.S 990, obtained from approved manufacturer , primed with redoxide primer before delivery to site, complete with hinges, handles, catches and to include 300mm high louvered top vent covered with mosquito gauze wire reinforced with coffee tray wire.</u>					
A	Double leaf door size 1500 x 2400mm high	NO	-		
B	Single leaf Size 900 x 2400mm high	NO	20		
<u>Roller Shutter Door</u>					
C	Provide & fix 2500 x 2400mm M. S. Rolling shutters (18 gauge sheets) for the facade openings. Rate shall include all necessary locking arrangements including godrej navtal locks (heavy duty) 8 levers, 2 nos. per shutter. 2 coats of anti rust paint to be provided for the shutters.	NO	-		
<u>Painting and decoration: Metal Surfaces</u>					
<u>Prepare surfaces and apply one undercoat and two finishing coats of first quality gloss oil paint to:</u>					
D	General metal surfaces	Sm	87		
Carried to collection					

Item	Description	Unit	QTY	Rate	Amount
	<p><u>Internal Doors</u></p> <p><u>Flush timber doors</u></p> <p><u>50 mm thick Semi Solid cored flush doors with plywood facing to receive painting (m.s) all to Architects details, specifications and approval</u></p> <p><u>A prime cost sum at the rate indicated below for fabrication of the above specified Timber Flush door leaves by AHP juakali artisans as approved by the Project Manager/Architect.</u></p> <p><u>The contractor's unit rate shall include the cost of transport, storage, fixing and all associated accesories in addition to the PC Rate.</u></p>				
A	Door size 900mm x 2400mm High comprising of 1 No Opennable leaf size 800 x 2100mm high including fixed fanlight size 900 x 300mm high in 4mm clear glass (measured separately) (PC Rate Kshs 4,000)	NO	48		
B	Ditto 800 x 2100mm high comprising of 1No. Opennable leaf size 700 x 2100mm high (PC Rate Kshs 3,500)	NO	-		
	<p><u>4mm Thick clear sheet glass fixing with matching timber glazing beads to timber frames</u></p>				
C	In panes exceeding 0.1 sqm but not exceeding 0.5 square metres.	SM	13		
	<i><u>Frames and frame finishes in cypress Timber</u></i>				
D	25 x 25mm quadrant	LM	274		
E	25 x 50mm architrave with two labours, plugged	LM	274		
F	150mm x 50mm transome with three labours; chamfered edges; plugged	LM	44		
G	150mm x 50mm frame with three labours; chamfered edges; plugged	LM	274		
	Carried to collection				

Item	Description	Unit	QTY	Rate	Amount
	<u>Painting and decorating</u>				
	<u>Priming back of frame with an aluminium or equivalent and approved wood primer</u>				
A	Surfaces not exceeding 100mm girth	LM	548		
B	Surfaces over 100mm but not exceeding 200mm girth	LM	318		
	<u>Prepare Knot, prime, stop and apply one undercoat and two finishing coats first grade timber quality paint to wood surfaces as per the manufacturer's printed instructions</u>				
C	General timber surfaces	SM	208		
D	Surfaces over 200mm but not exceeding 300mm girth	LM	318		
E	Architraves: not exceeding 100 mm girth	LM	274		
F	Quadrant beading : not exceeding 100 mm girth	LM	274		
	<u>Ironmongery</u>				
	<u>Supply and fix the following ironmongery to timber complete with matching screws and keys to the approval of the Architect</u>				
G	100mm pressed steel Butt Hinges	PRS	72		
H	Stainless steel 3 Lever Mortice Door Lock with handle furniture set;(keyhole escutcheons, cylinder and latch)	NO	-		
I	Ditto: but 2 Lever Door Lock with handle	NO	48		
J	40mm Diameter rubber door stop with rawl bolt	NO	48		
K	Door fixing cramps	NO	288		
	<u>Supply and fix the following purpose-made signage in printed vinyl panels in approved background and text colours in accordance to the architects later signage design fixed to finished surfaces in the approved adhesive and matching screws as applicable to;</u>				
L	200 x 50mm Main door signage	NO	20		
M	150x450mm Floor Level Indicator Sign	NO	1		
N	500x100 Floor Wayfinding/Directional Sign	NO	4		
O	200x200mm Duct door Signage	NO	24		
P	450x200 mm Fire Exit Signage	NO	2		
Q	1000x300 mm Block Identification Signage	NO	1		
	Carried to Collection				
	COLLECTION				
	Total brought forward from page no: 9				
	Total brought forward from page no: 10				
	Total brought forward from above				
	ELEMENT NO. 5	Carried to			
	DOORS	Main summary			

Item	Description	Unit	QTY	Rate	Amount
PROPOSED SOCIAL HOUSING UNITS BLOCK (G+14)					
TYPICAL FLOORS					
ELEMENT NO 6 - EXTERNAL FINISHES					
EXTERNAL WALL FINISHES					
External Render					
<i>Cement and sand (1:3) render:wood floated: on concrete or blockwork: to</i>					
A	15mm thick to beams, Columns, Slab Moulds and walling externally	SM	1,016		
External Painting					
<i>Prepare and apply one coat Alkali Resistant primer followed by two coats of silicon exterior Emulsion paint in accordance with the manufacturers written instructions and to the satisfaction of the architect to</i>					
B	Concrete/masonry surfaces externally-Beam, Column and Slab Moulds	SM	1,016		
ROOF FINISHES					
<u>Cement and sand (1:3) screeded beds: on concrete: complete with coloured pigmentation additives and hardener to:</u>					
C	50mm average waterproofed lightweight screed laid to falls and crossfalls to roof slabs -upper roof including gutter bases	SM	-		
<i>Prepare and apply to vertical/horizontal surfaces 4mm thick APP/EPDM water proofing or other equal and approved membrane with surface finish weighing 4kg/sm; laid on primer with torch-on process ;by an approved specialist all in accordance with the manufacturers instructions including provision of a written ten (10) year anti leak quarantee.</i>					
D	4mm thick APP membrane applied to roof slabs	SM	-		
E	Ditto to skirting 200mm high	LM	-		
F	Dress membrane around 100mm rainwater outlet	No.	-		
<i>The Following Flat roof concrete tiles fixed with approved adhesive, laid and jointed with waterproofing bituminous compound</i>					
G	20mm thick interlocking Concrete tiles of size 225 x 225mm with and including cement sand (1:4) backing to falls	SM	-		
ELEMENT NO. 6		Carried to			
EXTERNAL FINISHES		Main summary			

Item	Description	Unit	QTY	Rate	Amount
PROPOSED SOCIAL HOUSING UNITS BLOCK (G+14)					
TYPICAL FLOORS					
ELEMENT NO 7 - INTERNAL FINISHES					
<u>Internal Wall Finishes</u>					
<u>Cement and sand (1:3) backings</u>					
A	15mm thick waterproofed cement and sand (1:3) backings to receive Ceramic Wall tiles:	SM	380		
B	To receive porcelain wall tiles (m.s.) (Lift Lobby)	SM	18		
<u>Ceramic wall tiles</u>					
<u>Allow a Prime Cost supply rate of Ksh. 1000 per SM (Rate to include cost of purchase, transport, offload, storage, fixing including all necessary adhesives and accessories</u>					
C	Supply and Fix ceramic wall tiles on prepared backings(m.s) with proprietary adhesive; jointed and pointed in matching coloured proprietary grouting; including pvc spacers and expansion joint as necessary: all to Architect's approval. - Wall Surfaces: 600mm to walls above kitchen worktops and 2100mm high to walls in showers	SM	380		
<u>Porcelain wall tiles</u>					
<u>Allow a Prime Cost supply rate of Ksh. 1500 per SM (Rate to include cost of purchase, transport, offload, storage, fixing including all necessary adhesives and accessories</u>					
D	Supply and Fix porcelain wall tiles on prepared backings(m.s) with proprietary adhesive; jointed and pointed in matching coloured proprietary grouting; including pvc spacers and expansion joint as necessary: all to Architect's approval. - Wall Surfaces: to lift shaft front face	SM	18		
<u>15mm (minimum) two coat cement, sand (1:3) plaster complete with wire gauze anti-crack mechanism at the intersection of masonry walling and concrete beams as described to:-</u>					
E	Concrete/masonry surfaces	SM	2,356		
<u>Painting and Decoration</u>					
<u>Prepare, Skim and apply Emulsion or universal undercoat followed by 2 finishing coats of soft satin Emulsion paint in accordance with the manufacturers written instructions and to the satisfaction of the architect to</u>					
F	Plastered concrete/masonry surfaces internally	SM	2,356		
Carried to Collection					

Item	Description	Unit	QTY	Rate	Amount
	<u>Floor Finishes</u>				
	<u>Cement and sand (1:3) screeds, backings, beds etc</u>				
A	32mm thick waterproofed screed finished to receive floor Tiles (m.s)	SM	780		
B	32mm Thick hardened and coloured steel troweled cement sand screed mix 1:3 finished with red oxide to approval	SM	-		
B	32mm Thick screed finished to receive terrazzo flooring (m.s) in lobbies and corridors	SM	-		
C	Ditto: to surfaces of Landings	SM	13		
D	25 x 300 mm wide treads	LM	53		
E	20 x 150mm risers	LM	56		
	<u>Ceramic Floor tiles</u>				
	<u>Allow a Prime Cost supply rate of Ksh. 1000 per SM (Rate to include cost of purchase, transport, offload, storage, fixing including all necessary adhesives and accessories</u>				
F	Supply and Fix Non Slip Ceramic tiles; on prepared bed(m.s) with proprietary adhesive; jointed and pointed in matching coloured proprietary grouting; including pvc spacers and expansion joint as necessary: all to Architect's approval: to showers	SM	780		
	<u>Terrazzo Flooring</u>				
	<u>10 mm Thick polished terrazzo flooring;laid on screeded surfaces (m.s) not exceeding 15 degrees fall : including floor dividing strips and non-slip grips/carborundum inserts where necessary; to</u>				
G	Lobbies and Corridors	SM	-		
H	Ditto: 100mm wide Wall Skirtings	LM	-		
I	Ditto: to surfaces of Landings	SM	13		
J	Ditto: to 300 mm wide treads	LM	53		
K	Ditto: to 150mm risers	LM	56		
	Staircase soffit finishes				
	<u>15mm (minimum) two coat cement, sand (1:3) plaster complete with wire gauze anti-crack mechanism at the intersection of masonry walling and concrete beams as described to:-</u>				
N	Soffits of staircase landing	SM	13		
O	Ditto to sloping soffites exceeding 15° from horizontal	SM	19		
P	Staircase string 300mm extreme girth and cut to profile of steps	LM	30		
	Carried to Collection				

Item	Description	Unit	QTY	Rate	Amount
	<u>Paint works</u>				
	<u>Prepare, skim and apply Emulsion or universal undercoat followed by 3 coats of soft satin Emulsion paint in accordance with the manufacturers written instructions and to the satisfaction of the architect to</u>				
A	Soffits of staircase landing	SM	13		
B	Ditto to sloping soffites exceeding 15° from horizontal	SM	19		
C	Staircase string 300mm extreme girth and cut to profile of steps	LM	30		
	<u>Ceiling finishes</u>				
	<u>15mm (minimum) two coat cement, sand (1:3) plaster complete with wire gauze anti-crack mechanism at the intersection of masonry walling and concrete beams as described to:-</u>				
D	Soffits of Concrete surfaces	SM	780		
	<u>Painting and Decoration</u>				
	<u>Prepare, skim and apply Emulsion or universal undercoat followed by 3 coats of soft satin Emulsion paint in accordance with the manufacturers written instructions and to the satisfaction of the architect to</u>				
E	Plastered ceilings	SM	780		
	Carried to Collection				

Item	Description	Unit	QTY	Rate	Amount
	COLLECTION				
	Total brought forward from page no: 13				
	Total brought forward from page no: 14				
	Total brought forward from page no: 15				
	ELEMENT NO. 7 Carried to INTERNAL FINISHES Main summary				

Item	Description	Unit	QTY	Rate	Amount
<p>PROPOSED SOCIAL HOUSING UNITS BLOCK (G+14)</p> <p>TYPICAL FLOORS</p> <p>ELEMENT NO 8- BALUSTRADING AND RAILING</p> <p><u>Balustrades and staircase railings</u></p>					
A	900mm high mild Steel balustrade; comprising 60 x 10mm mild Steel balusters at 900mm centres; bolted to base plate and tread (m.s), with 7No. 25mm diameter horizontal bars, and 75x4mm diameter CHS mild Steel handrail part welded into 60x10mm balustrades; to Architects drawings	LM	60		
B	50mm diameter x 3mm CHS handrail supported by 50 x 50 x 3mm thick SHS balusters anchored to slab with and including w/steel bolts and plates at 1800mm centres smooth welded 100mm high (Staircase)	LM	8		
<p><u>Prepare, prime and apply one undercoat and two finishing coats first quality gloss oil paint on</u></p>					
C	General metal surfaces of balustrading (both sides measured overall)	SM	4		
<p>ELEMENT NO. 8 Carried to the BALUSTRADE AND RAILING Main summary</p>					

Item	Description	Unit	QTY	Rate	Amount
PROPOSED SOCIAL HOUSING UNITS BLOCK (G+14)					
TYPICAL FLOORS					
ELEMENT NO 9 - JOINERY FITTINGS					
<u>Allow for providing materials, labour and construct fixtures and fittings as per Architects drawings of the following JOINERY FITTINGS AND FIXTURES complete with associated iron mongery;</u>					
<u>NOTE: All blockboard, MDF boards,etc in joinery works shall be lipped with hardwood lipping all round before fixing.</u>					
Duct doors					
<u>50mm thick laminated MDF duct doors; complete with frames, ironmongery and all necessary paintwork</u>					
A	Duct doors size 300x2100mm high overall size - Gas duct door	NO	4		
B	Duct doors size 500x2100mm high overall size	NO	4		
C	Duct doors size 600x2100mm high overall size	NO	4		
D	Duct doors size 800x2100mm high overall size	NO	4		
E	Duct doors size 900x2100mm high overall size - Fire duct door	NO	4		
F	Duct doors size 1350x2100mm high overall size - Electrical duct door	NO	4		
ELEMENT NO. 9 Carried to the					
JOINERY & FITTINGS Main summary					

Item	Description	Unit	QTY	Rate	Amount
	<u>PROPOSED SOCIAL HOUSING UNITS BLOCK</u> <u>(G+14)</u> TYPICAL FLOORS MAIN SUMMARY				
	Page No.				
1	Reinforced Concrete Frame				
2	Walling				
3	Windows				
4	Doors				
5	External Finishes				
6	Internal Finishes				
7	Balustrade and Railing				
8	Joinery and Fittings				
9	Builders works in connection with services				
	<u>TOTAL FOR 1NO. TYPICAL FLOOR</u>				
	NO. OF FLOORS				
	MULTIPLY BY 14 NO. OF FLOORS		X 14		
	<u>TOTAL FOR TYPICAL FLOORS CARRIED TO SECTION SUMMARY</u>				

Item	Description	Unit	QTY	Rate	Amount
<u>PROPOSED SOCIAL HOUSING UNITS BLOCK</u> <u>(G+14)</u>					
ROOF FINISHES					
ELEMENT No 2 - R.C FRAME					
<u>Insitu concrete class 30MPa: vibrated: reinforced</u>					
A	Columns	CM	21		
B	200mm thick Lift shaft wall	SM	41		
<u>Insitu concrete class 25MPa: vibrated: reinforced</u>					
C	Beams	CM	10		
D	Upper Roof Beams	CM	-		
E	130mm thick suspended slabs	SM	-		
F	150mm thick suspended slabs	SM			
G	150mm thick cantilevered suspended slabs	SM	-		
H	150mm thick Tank Slab over stairwell	SM	6		
I	Tank Bearers	CM	-		
J	150 mm thick landing	SM	-		
K	Staircases	CM	-		
L	100 mm thick reinforced concrete benches reinforced with BRC mesh A142 complete with formwork and all necessary hardened steel troweled plasterworks/screed work	SM	-		
M	Ditto: but kitchen worktops	SM	-		
Ribbed reinforcement steel bars to KS 573:2014 : Grade 500 high tensile strength including bends, hooks, tying wire and distance blocks; to S.E's detail (Provisional)					
N	Assorted reinforcement	Kg	8,020		
<u>Modular steel frame with steel plates covering formwork and/or marine board formwork: to</u>					
O	Sides of columns	SM	194		
P	Sides and soffites of beams	SM	128		
Q	Soffits of suspended slabs	SM	6		
R	Edges of slab over 75mm but not exceeding 150mm girth	LM	20		
S	To sloping soffites of staircases	SM	-		
T	Soffits of landings	SM	-		
U	Riser of steps over 150 mm but not exceeding 225 mm girth	LM	-		
V	Staircase string 300mm extreme girth and cut to profile of steps	LM	-		
W	Edges of landing over 150 but ot exceeding 225mm high	LM	-		
X	Sides of lift walls	SM	-		
Y	Edges of lift shaft openings 150-225mm high	LM	-		
<u>ELEMENT NO. 2</u>		Carried to			
<u>R.C FRAME</u>		Main summary			

Item	Description	Unit	QTY	Rate	Amount
PROPOSED SOCIAL HOUSING UNITS BLOCK (G+14)					
ROOF FINISHES					
ELEMENT No 3-WALLING					
WALLING					
External Walling					
<i>Machine cut quarry stone walling with a minimum of 7.0 N/mm² average compressive strength ;bedded and jointed in cement and sand (1:4) mortar, reinforced with and including 25 x 3 mm thick hoop iron strips at every alternate course as described in;</i>					
A	200mm thick walling Externally	SM	-		
B	200mm thick parapet walling	SM	192		
Internal Walling					
<i>Machine cut quarry stone walling with a minimum of 7.0 N/mm² average compressive strength ;bedded and jointed in cement and sand (1:4) mortar, reinforced with and including 25 x 3 mm thick hoop iron strips at every alternate course as described in;</i>					
C	200mm thick walling Internally	SM	-		
D	150mm thick walling Internally	SM	-		
E	100mm thick duct walling Externally	SM	-		
F	Approved hessian based damp proof course to 200mm thick walling in cement/sand mortar	LM	-		
G	Approved hessian based damp proof course to 150mm thick walling in cement/sand mortar	LM	-		
Precast Concrete Breeze Ventilation Blocks					
H	150 x 150mm wide x 50mm thick Pre Cast Concrete flower 3D breeze ventilation blocks bedded and jointed in cement and sand (1:4) mortar	SM	60		
COPING					
I	600 x 350 wide x 100mm thick insitu reinforced concrete class 20Mpa coping, throated and weathered and jointing to columns with cement sand 1:4 mortar	NO	52		
J	Ditto 300 x 100mm insitu concrete coping to walls twice weathered and throated;	LM	160		
Lintols					
K	200mm x 200mm Deep lintols in reinforced concrete class 20MPa with and including 4No T10 and T8 stirups at 200mm centres; complete with formwork	LM	-		
ELEMENT NO. 3		Carried to			
WALLING		Main summary			

Item	Description	Unit	QTY	Rate	Amount
PROPOSED SOCIAL HOUSING UNITS BLOCK (G+14)					
ROOF SLAB FINISHES					
EXTERNAL FINISHES					
EXTERNAL WALL FINISHES					
External Render					
<i>Cement and sand (1:3) render:wood floated: on concrete or blockwork: to</i>					
A	15mm thick to beams, Columns, Slab Moulds and walling externally	SM	384		
External Painting					
<i>Prepare and apply one coat Alkali Resistant primer followed by two coats of silicon exterior Emulsion paint in accordance with the manufacturers written instructions and to the satisfaction of the architect to</i>					
B	Concrete/masonry surfaces externally-Beam, Column and Slab Moulds	SM	384		
ROOF FINISHES					
<u>Cement and sand (1:3) screeded beds: on concrete: complete with coloured pigmentation additives and hardener to:</u>					
C	50mm average waterproofed lightweight screed laid to falls and crossfalls to roof slabs -upper roof including gutter bases	SM	780		
<i>Prepare and apply to vertical/horizontal surfaces 4mm thick APP/EPDM water proofing or other equal and approved membrane with surface finish weighing 4kg/sm; laid on primer with torch-on process ;by an approved specialist all in accordance with the manufacturers instructions including provision of a written ten (10) year anti leak quarantee.</i>					
D	4mm thick APP membrane applied to roof slabs	SM	780		
E	Ditto to skirting 200mm high	LM	160		
F	Dress membrane around 100mm rainwater outlet	No.	24		
<i>The Following Flat roof concrete tiles fixed with approved adhesive, laid and jointed with waterproofing bituminous compound</i>					
G	20mm thick interlocking Concrete tiles of size 225 x 225mm with and including cement sand (1:4) backing to falls	SM	780		
ELEMENT NO. 6		Carried to			
EXTERNAL FINISHES		Main summary			

Item	Description	Unit	QTY	Rate	Amount
<u>PROPOSED SOCIAL HOUSING UNITS BLOCK</u> <u>(G+14)</u>					
ROOF SLAB FINISHES					
MAIN SUMMARY					
1	Reinforced Concrete Frame				
2	Walling				
5	External Finishes				
<u>TOTAL FOR ROOF SLAB FINISHES</u>					
<u>TOTAL FOR ROOF SLAB FINISHES CARRIED TO SECTION SUMMARY</u>					

Page No.

Item	Description	Unit	QTY	Rate	Amount
	<u>PROPOSED SOCIAL HOUSING UNITS BLOCK</u> <u>(G+14)</u> BUILDERS WORKS SECTION SUMMARY				
1	GROUND FLOOR				
2	TYPICAL FLOORS				
3	ROOF SLAB FINISHES				
	<u>TOTAL FOR 1NO. BLOCK</u>				
	NO. OF BLOCKS				
	MULTIPLY BY 10 NO. OF BLOCKS	X 10			
	<u>TOTAL FOR BUILDERS WORKS CARRIED TO GRAND SUMMARY</u>				

Page No.

MECHANICAL INSTALLATION WORKS

Item	Description	Qty	Unit	Rate	Amount
	<p><u>SANITARY APPLIANCES</u></p> <p>Supply, deliver, install, test and commission the following sanitary appliances complete with all the accessories including all connections to the services, waste, jointing to water supply overflows, supports and all plugging and screwing to walls and floors.</p> <p>(i) All sanitary fittings shall be in approved colour.</p> <p>(ii) The Model and Ref No. indicated is only a guide to the type and quality of fittings.</p> <p>(iii) Equivalent and Approved models may be acceptable.</p> <p><u>GROUND FLOOR</u></p>				
A	<p>Water Closet (WC)</p> <p>Close-coupled WC suite in approved colour complete with horizontal outlet to BS 3402 with 7.5 litre valveless ceramic cistern and fittings including siphon, 15mm diameter side inlet ball valve, 20mm diameter side overflow, plastic flush bend, inlet connection, chrome-plated lever and heavy plastic seat and cover with stainless steel hinges. As ideal standard or approved equivalent.</p>	24	No.		
B	<p>Wash Hand Basin (WHB)</p> <p>Pedestal wash hand basin size 550 x450mm with a single centre tap hole and chain stay hole, Cobra chrome plated monobloc mixer tap, concealed Wall brackets, 32mm diameter chrome plated pop up chain waste, Full length pedestal and heavy duty plastic bottle trap (32mm 'P' trap) with 75mm seal. To be as ideal standard or equal and approved.</p>	24	No.		
C	<p>Robe Hook</p> <p>Robe hook in Satin Aluminium to be mounted by concealed screws to wall wedges. To be as ideal standard accessories or equal and approved.</p>	24	No.		
D	<p>Soap and Sponge Tray</p> <p>Build-in soap and sponge tray in approved colour. As ideal standard</p>	24	No		
Total carried to next page					

Item	Description	Qty	Unit	Rate	Amount
Total carried forward from previous page					
A	Toilet Roll Holder Fully recessed toilet roll holder in Vitreous China of size 165 x 165mm in approved colour as ideal standard or equal and approved.	24	No.		
B	Towel Rail Chrome plated towel rail 1000mm long with the rail and brackets as one piece, all as ideal standard or equal and approved.	24	No.		
C	Toilet Brush & Holder Toilet brush holder as ideal standard or equivalent.	24	No.		
D	Mirror 6mm thick polished plate glass silver backed mirror with beveled edges, size 610 x 497mm, Plugged and screwed to wall with 6No. chrome plated dome capped screws. The mirror shall rest against a layer of 5mm thick foam.	24	No.		
E	Shower Fittings Concealed shower fitting consisting of 15mm chrome plated riser pipe to connect the concealed shower mixer for hot & cold water to the swivel/adjustable shower rose & chrome plated handles and stop corks. All as Bricon/aztec or equivalent.	24	No		
F	Kitchen Sink Single Bowl Single Drainer sink size 600x600mm with bowl size 500x450x150mm deep made out of 18/8 stainless steel complete with: 1No. mixer with overarm swivel outlet, 1No. sink waste with 70mm diameter flanges 45mm shank with bracket, plug and chain including 1No. P-trap. Sink shall be as "ASL stainless steel sink" or approved equal	12	No.		
Total carried to next page					

Item	Description	Qty	Unit	Rate	Amount
Total carried forward from previous page					
INTERNAL PLUMBING					
Supply, deliver and install tubing and fittings as described and shown on the drawings. Tenderers must allow for jointings, couplings etc necessary for the proper and satisfactory functioning of the system when pricing the following in PN 20 PPRC conforming to the current European standards for PPR installations and to the Engineer's approval, pipe jointing shall be by polyfusion or use electric coupling Rates must allow for all the Metal/plastic threaded adaptors where required for the connection of sanitary fixtures, valves, sockets, sliding and fixed joints, support raceways, isolating sheaths, elastic materials, expansion arms and bends, crossovers etc					
PPR Pipes					
A	25mm diameter pipe chased in walls/floors	1,000	Lm		
B	20mm -ditto-	200	Lm		
Bends/elbows					
C	25mm -ditto-	48	No		
D	20mm -ditto-	48	No		
E	20x1/2" dia male/female threaded 90° bend	48	No		
Tees					
F	25mm diameter equal tee	48	No		
Unions					
G	25mm diameter union	48	No		
Total carried to next page					

Item	Description	Qty	Unit	Rate	Amount
Total carried forward from previous page					
	<u>Reducers</u>				
A	25/20mm reducers	48	No		
	<u>Gate valve</u>				
B	25mm diameter gate valve as "Pegler" or equivalent	48	No		
	<u>Adaptor / Brass Female Threaded</u>				
C	25mm diameter brass threaded adapter	96	No		
	<u>Flexible connectors</u>				
D	15mm diameter x 300mm long flexible connectors complete with integral chrome plated angle valve as Cobra or equal and approved.	48	No		
	<u>Roof Water storage tanks</u>				
E	Supply, deliver and Assemble a high level water tank, made of galvanized pressed steel sectional tank plates 4mm thick plates (type 1 and 2) and of size 1000mm x 1000mm. Capacity of Tank to be 68,860 litres and of preferred dimensions 6000mm x 6000mm x 2000mm high. The Tank to come complete with tank cover, mosquito proof inspection vent, internal stays, jointing material, bolts and nuts. The tank shall be complete with the following pipe connections: 65mm diameter over flow, 100mm diameter outlet, 50mm diameter inlet, 100mm diameter washout.	0	No		
	<u>Meter and meter Chamber</u>				
F	Allow 24No. 32mm water meters as Kent or equal and approved and construction of steel housing for the 24No. water meters	24	No		
Total carried to next page					

Item	Description	Qty	Unit	Rate	Amount
Total carried forward from previous page					
Bill No. 3: FOUL WATER INTERNAL DRAINAGE					
Supply and fix uPVC soil system to BS 4660 and BS 4515 and MuPVC waste systems to BS 5255 with screwed and socketed joints to BS 21. Solvent welded joints shall be as per the system's manufacturer's written instructions. Tenderers must allow in their pipework prices for all the couplings, clippings, connectors, joints etc. as required in the running lengths of pipework and also where necessary, for pipe fixing clips, holder bats plugged and screwed for the proper and satisfactory functioning of the system.					
MuPVC and uPVC Waste and Soil pipework					
A	150mm diameter heavy gauge heavy gauge grey mUPVC pipe	70	Lm		
B	100mm golden brown	120	Lm		
C	100mm golden grey	200	Lm		
D	50mm ditto	150	Lm		
E	40mm ditto	48	Lm		
F	32mm ditto	96	Lm		
Bends					
G	100mm diameter sweep bend	24	No.		
H	50mm ditto	24	No.		
I	40mm ditto	16	No.		
J	32mm ditto	48	No.		
Tees					
K	100mm ditto	24	No.		
L	50mm ditto	24	No.		
M	40mm ditto	16	No.		
N	32mm ditto	16	No.		
Access Caps					
O	100mm ditto	16	No.		
P	40mm ditto	16	No.		
Q	50mm ditto	16	No.		
R	32mm ditto	16	No.		
Total carried to next page					

Item	Description	Qty	Unit	Rate	Amount
Total carried forward from previous page					
A	Pipe reducers 100 x 50mm ditto	16	No.		
B	Boss Connectors 100 x 50mm diameter boss connector	24	No.		
C	WC Connectors 100mm diameter WC connector	8	No.		
D	Traps 100 x 50mm diameter floor trap and grating	48	No.		
E	Allow for a standard 300 x 300 x 450mm masonry gully trap complete with concrete cover.	24	No.		
F	Weathering Slates and Vent Cows 100mm diameter weathering slate and apron.	24	No.		
G	100mm diameter vent cowl	24	No.		
H	"Angus" Type 230 Standard manual recessed swinging fire hose reel with 25mm bore and 30m long hose. The hose reel shall be complete with 25mm diameter gate valve.	2	No.		
<p style="text-align: center;">Portable Fire Extinguishers</p> <p>Supply, deliver, install, test and commission the following portable fire extinguishers and conforming to BS EN 3 / BS 1449.</p>					
I	Water/Carbon Dioxide Gas Fire Extinguisher 9 litres water/carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	2	No		
J	Carbon Dioxide Gas Fire Extinguisher 5 Kg carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	2	No		
K	Manual Alarm Bell 9" (225mm) manual operated alarm bell (Gong)	1	No		
L	Fire Notices Allow for fire signage for the hose reel system, fire exits and fire instructions as directed by the Project Engineer.	1	No		
M	Meter and meter Chamber Allow for connection of the water sytem to the county water supply line including 1No. 50mm Kent Bulk water meter.	1	Item		
N	Allow for Sterilization of the water system	1	Item		
O	Testing and Commissioning Allow for testing and commissioning of the Internal plumbing and drainage installations	1	Item		
Total for Mechanical Works Ground Floor					
X 10 For 10No. Blocks					

Item	Description	Qty	Unit	Rate	Amount
	<p><u>SANITARY APPLIANCES</u> Supply, deliver, install, test and commission the following sanitary appliances complete with all the accessories including all connections to the services, waste, jointing to water supply overflows, supports and all plugging and screwing to walls and floors. (i) All sanitary fittings shall be in approved colour. (ii) The Model and Ref No. indicated is only a guide to the type and quality of fittings. (iii) Equivalent and Approved models may be acceptable.</p> <p><u>TYPICAL FLOORS (1-14)</u></p> <p>A Water Closet (WC) Close-coupled WC suite in approved colour complete with horizontal outlet to BS 3402 with 7.5 litre valveless ceramic cistern and fittings including siphon, 15mm diameter side inlet ball valve, 20mm diameter side overflow, plastic flush bend, inlet connection, chrome-plated lever and heavy plastic seat and cover with stainless steel hinges. As ideal standard or approved equivalent.</p> <p>B Wash Hand Basin (WHB) Pedestal wash hand basin size 550 x450mm with a single centre tap hole and chain stay hole, Cobra chrome plated monobloc mixer tap, concealed Wall brackets, 32mm diameter chrome plated pop up chain waste, Full length pedestal and heavy duty plastic bottle trap (32mm 'P' trap) with 75mm seal. To be as Ideal Standard or equal and approved.</p> <p>Robe Hook Robe hook in Satin Aluminium to be mounted by concealed screws to wall wedges. To be as ideal standard accessories or equal and approved.</p> <p>C</p> <p>Soap and Sponge Tray Build-in soap and sponge tray in approved colour. As ideal standard</p> <p>D</p>	20	No.		
	Total carried to next page				

Item	Description	Qty	Unit	Rate	Amount
Total carried forward from previous page					
A	Toilet Roll Holder Fully recessed toilet roll holder in Vitreous China of size 165 x 165mm in approved colour as Twyford's or equal and approved.	20	No.		
B	Towel Rail Chrome plated towel rail 1000mm long with the rail and brackets as one piece, all as Twyford's or equal and approved.	20	No.		
C	Toilet Brush & Holder Toilet brush holder as 'ideal standard' or equivalent.	20	No.		
D	Mirror 6mm thick polished plate glass silver backed mirror with beveled edges, size 610 x 497mm, Plugged and screwed to wall with 6No. chrome plated dome capped screws. The mirror shall rest against a layer of 5mm thick foam.	20	No.		
E	Shower Fittings Concealed shower fitting consisting of 15mm chrome plated riser pipe to connect the concealed shower mixer for hot & cold water to the swivel/adjustable shower rose & chrome plated handles and stop corks. All as Bricon/aztec or equivalent.	20	No		
F	Kitchen Sink Single Bowl Single Drainer sink size 600x600mm with bowl size 500x450x150mm deep made out of 18/8 stainless steel complete with: 1No. mixer with overarm swivel outlet, 1No. sink waste with 70mm diameter flanges 45mm shank with bracket, plug and chain including 1No. P-trap. Sink shall be as "ASL stainless steel sink" or approved equal	20	No.		
Total carried to next page					

Item	Description	Qty	Unit	Rate	Amount
Total carried forward from previous page					
INTERNAL PLUMBING					
Supply, deliver and install tubing and fittings as described and shown on the drawings. Tenderers must allow for jointings, couplings etc necessary for the proper and satisfactory functioning of the system when pricing the following in PN 20 PPRC conforming to the current European standards for PPR installations and to the Engineer's approval, pipe jointing shall be by polyfusion or use electric coupling Rates must allow for all the Metal/plastic threaded adaptors where required for the connection of sanitary fixtures, valves, sockets, sliding and fixed joints, support raceways, isolating sheaths, elastic materials, expansion arms and bends, crossovers etc					
PPR Pipes					
A	25mm diameter pipe chased in walls/floors	1,000	Lm		
B	20mm -ditto-	200	Lm		
Bends/elbows					
C	25mm -ditto-	48	No		
D	20mm -ditto-	48	No		
E	20x1/2" dia male/female threaded 90° bend	48	No		
Tees					
F	25mm diameter equal tee	48	No		
Unions					
G	25mm diameter union	48	No		
Total carried to next page					

Item	Description	Qty	Unit	Rate	Amount
Total carried forward from previous page					
A	Reducers 25/20mm reducers	48	No		
B	Gate valve 25mm diameter gate valve as "Pegler" or equivalent	48	No		
C	Adaptor / Brass Female Threaded 25mm diameter brass threaded adapter	48	No		
D	Flexible connectors 15mm diameter x 300mm long flexible connectors complete with integral chrome plated angle valve as Cobra or equal and approved.	40	No		
E	Roof Water storage tanks Supply, deliver and Assemble a high level water tank, made of galvanized pressed steel sectional tank plates 4mm thick plates (type 1 and 2) and of size 1000mm x 1000mm. Capacity of Tank to be 68,860 litres and of preferred dimensions 6000mm x 6000mm x 2000mm high. The Tank to come complete with tank cover, mosquito proof inspection vent, internal stays, jointing material, bolts and nuts. The tank shall be complete with the following pipe connections: 65mm diameter over flow, 100mm diameter outlet, 50mm diameter inlet, 100mm diameter washout.	0	No		
F	Meter and meter Chamber Allow 24No. 32mm water meters as Kent or equal and approved and construction of steel housing for the 24No. water meters	20	No		
Total carried to next page					

Item	Description	Qty	Unit	Rate	Amount
Total carried forward from previous page					
Bill No. 3: FOUL WATER INTERNAL DRAINAGE					
Supply and fix uPVC soil system to BS 4660 and BS 4515 and MuPVC waste systems to BS 5255 with screwed and socketed joints to BS 21. Solvent welded joints shall be as per the system's manufacturer's written instructions. Tenderers must allow in their pipework prices for all the couplings, clippings, connectors, joints etc. as required in the running lengths of pipework and also where necessary, for pipe fixing clips, holder bats plugged and screwed for the proper and satisfactory functioning of the system.					
MuPVC and uPVC Waste and Soil pipework					
A	150mm diameter heavy gauge heavy gauge grey mUPVC pipe	70	Lm		
B	100mm golden brown	120	Lm		
C	100mm golden grey	100	Lm		
D	50mm ditto	12	Lm		
E	40mm ditto	24	Lm		
F	32mm ditto	24	Lm		
Bends					
G	100mm diameter sweep bend	24	No.		
H	50mm ditto	24	No.		
I	40mm ditto	16	No.		
J	32mm ditto	16	No.		
Tees					
K	100mm ditto	24	No.		
L	50mm ditto	24	No.		
M	40mm ditto	16	No.		
N	32mm ditto	16	No.		
Access Caps					
O	100mm ditto	16	No.		
P	40mm ditto	16	No.		
Q	50mm ditto	16	No.		
R	32mm ditto	16	No.		
Total carried to next page					

Item	Description	Qty	Unit	Rate	Amount
Total carried forward from previous page					
A	Pipe reducers 100 x 50mm ditto	16	No.		
B	Boss Connectors 100 x 50mm diameter boss connector	24	No.		
C	WC Connectors 100mm diameter WC connector	8	No.		
D	Traps 100 x 50mm diameter floor trap and grating	20	No.		
F	Weathering Slates and Vent Cows 100mm diameter weathering slate and apron.	24	No.		
G	100mm diameter vent cowl	24	No.		
H	"Angus" Type 230 Standard manual recessed swinging fire hose reel with 25mm bore and 30m long hose. The hose reel shall be complete with 25mm diameter gate valve.	2	No.		
Portable Fire Extinguishers					
Supply, deliver, install, test and commission the following portable fire extinguishers and conforming to BS EN 3 / BS 1449.					
I	Water/Carbon Dioxide Gas Fire Extinguisher 9 litres water/carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	2	No		
J	Carbon Dioxide Gas Fire Extinguisher 5 Kg carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets.	2	No		
K	Manual Alarm Bell 9" (225mm) manual operated alarm bell (Gong)	1	No		
L	Fire Notices Allow for fire signage for the hose reel system, fire exits and fire instructions as directed by the Project Engineer.	1	No		
M	Meter and meter Chamber Allow for connection of the water sytem to the county water supply line including 1No. 50mm Kent Bulk water meter.	1	Item		
N	Allow for Sterilization of the water system	1	Item		
O	Testing and Commissioning Allow for testing and commissioning of the Internal plumbing and drainage installations	1	Item		
Total for Mechanical Works Typical Floor					
Total for Mechanical Works Typical Floors (1-14)					
X 10 For 10 No. Blocks					

Item	Description	Qty	Unit	Rate	Amount
WATER RETICULATION					
	Supply and fix HPDE pipes PN 16 PE 100 grades and fittings to IS:4984 and ISO:4427. Tenderers must allow in their pipework prices for all flanges couplings, unions, connector joints, reducers e.t.c as required in the running lengths of pipe, all fixing clips, and holderbats, plugged and screwed.				
A	Excavations Excavate trench for small pipe not exceeding 1000mm deep and average 750mm deep, part return in, fill and surplus cart away.	Lm	1200		
B	Allow for keeping the excavated trenches free of water either by bailing or by pumping.	Sum	1		
HPDE pipework					
C	100 mm diameter HPDE pipe	Lm	1200		
D	50 mm dia ditto	Lm	120		
Extra over HPDE pipework for the following					
Bends					
E	100mm diameter bends/elbows	No	24		
Tees					
F	100mm diameter flanged tee	No	24		
Reducers					
G	100x50mm reducer	No	20		
H	100mm diameter stop plugs	No	10		
Sluice valve					
I	100mm diameter sluice valve	No	2		
J	100mm diameter gate valve	No	20		
K	50mm diameter gate valve	No	20		
Unions					
L	100mm diameter unions	No	20		
M	50mm ditto	No	20		
N	50mm Dia. Air Release Valve	No	2		
Total carried to next page					

Item	Description	Qty	Unit	Rate	Amount
Total carried forward from previous page					
A	Supply, deliver and Assemble a high level water tank, made of galvanized pressed steel sectional tank plates 4mm thick plates (type 1 and 2) and of size 1000mm x 1000mm. Capacity of Tank to be 68,860 litres and of preferred dimensions 6000mm x 6000mm x 2000mm high. The Tank to come complete with tank cover, mosquito proof inspection vent, internal stays, jointing material, bolts and nuts, internal ladder, external ladder,water level indicator. The tank shall be complete with the following pipe conections: 65mm diameter over flow, 100mm diameter outlet, 50mm diameter inlet, 100mm diameter washout. The tank and its platform/base to S.E.'s details	20	No		
B	Supply, deliver and Assemble a Ground level water tank, made of galvanized pressed steel sectional tank plates 4mm thick plates (type 1 and 2) and of size 1000mm x 1000mm. Capacity of Tank to be 1,206,000 litres and of preferred dimensions 15,860mm x 15,860mm x 4880mm high. The Tank to come complete with tank cover, mosquito proof inspection vent, internal stays, jointing material, bolts and nuts, internal ladder, external ladder,water level indicator. The tank shall be complete with the following pipe conections: 65mm diameter over flow, 100mm diameter outlet, 50mm diameter inlet, 100mm diameter washout. The tank and its platform/base to S.E.'s details	2	No		
C	Booster Pumps - Supply, deliver and install electrically driven twin booster pumps capable of delivering 350m ³ /hr against a total static head of 60metres with a 3-phase power source. The pump to be as Pedrollo DE 65-20 or equal and approved pumps to be installed on an anti-vibration mounted platform.	Set	2		
D	Controls Supply, deliver and install a control panel with removable front access cover, motor control gear, internal buttons with automatic change over “running” and “trip” neon lights control system, overload, protection, power surge protection, button for change from automatic to manual operation plus any other necessary controls	Item	Sum		
Total carried to next page					

Item	Description	Qty	Unit	Rate	Amount
Total carried forward from previous page					
A	Valve chamber size 750x750x600mm deep with 100mm concrete (1:3:6) base 100mm block sides rendered all round in cement and sand (1:4) and with approved hinged and flanged cast iron cover and frame including all necessary excavation, disposal and formwork.	No	12		
B	<u>Indicator plates</u> Standard precast concrete sluice valve marker po	No	11		
C	<u>Water line markers</u> Standard precast concrete water line marker, post marked 'WL' set in concrete (1:3:6) base, including formwork, excavations backfilling and disposal. The plate to be painted with blue gloss oil paint.	No	11		
D	Allow for sterilization of the Water reticulation system to the satisfaction of the Engineer	Item	1		
E	Allow for the installation of 100mm diameter water reticulation pipe on 200mm sleeve for pipe closing the road	Lm	Sum		
F	<u>Testing and commissioning</u> Allow for pressure testing and commissioning of the water reticulation installation to Engineer's satisfaction	Item	1		
Total For Water Reticulation					

Item	Description	Qty	Unit	Rate	Amount
------	-------------	-----	------	------	--------

SUMMARY PAGE

ITEM	DESCRIPTION	
A	Total for Ground Floor	
B	Total for Typical Floors	
C	Total for water reticulation	
D	Contingencies	
Total for mechanical works - Mariguini Social Housing units		

**ELECTRICAL INSTALLATION
WORKS**

MARIGUINI, NAIROBI COUNTY SOCIAL HOUSING

ELECTRICAL INSTALLATIONS: GROUND FLOOR

Item	Description	Unit	Qty	Rate Kshs	Total Kshs
SECTION 1 / PG 1					
	Supply, install, test, commission, and handover the following:				
	<u>LIGHTING POINTS AND SWITCHES</u>				
1.01	Lighting points wired in 3 x 1.5mm ² PVC/SC CU cables drawn in 20mmØ concealed HG PVC conduits complete with all necessary accessories but excluding the switch for:-				
	i) One way switching	No.	70		
	ii) Two way switching	No.	16		
1.02	10A white moulded switch plate as Crabtree, MK Logic, Clipsal E-Series or approved equivalent as follows:-				
	i) One gang one way	No.	66		
	ii) One gang two way	No.	16		
	iii) Two gang one way	No.	4		
	<u>LIGHT FITTINGS</u>				
1.03	Light fittings complete with lamps of appropriate wattage and colour rendering and fixing materials as follows:-				
	i) Ceiling rose complete with 3 core flex,lamp hoder and 11W led as crabtree or approved equivalent Tpe (CR)	No.	30		
	ii) Spherical screwneck luminaire with opal glass and 16W compact Lamp as Astra, Micromark, Thorn or approved equivalent .(Type BF)	No.	40		
	iii) Type C (Bare Batten led)	No.	12		
	<u>POWER POINTS</u>				
1.04	Raw Power 13A socket outlet power points comprising ring main wiring in 3 x 4mm ² PVC/SC CU cables drawn in 25mmØ Concealed Heavy gauge PVC conduits complete with all necessary accessories but excluding the socket outlet plate	No.	42		
1.05	13A, Ivory white switched socket outlet plate as Tronic or approved equivalent as follows:				
	i) Singled switched	No.	6		
	i) Twin switched	No.	36		
1.06	Twin TV outlets (DSTV & terrestrial) complete with all accessories	No.	12		
1.07	6-Way, SPN Consumer Units c/w integral 100A isolator as Merlin Gerlin or approved equivalent	No.	24		
1.08	SP Miniature circuit breakers for the consumer unit above				
	i) 10A	No.	24		
	ii) 32A	No.	48		
	iii) blanking plates	No.	24		
1.09	Shower DP power points comprising wiring in 3 x 4mm ² PVC/SC/CU cables drawn in 20mmØ HG/PVC conduits complete with all necessary accessories	No.	12		
1.12	20A, DP control switch with neon light and cord outlet for Shower above as Crabtree or approved equivalent	No.	24		
SECTION 1 / PG2 CARRIED FORWARD TO NEXT PAGE					

Item	Description	Unit	Qty	Rate Kshs	Total Kshs
SECTION 1 / PG 2					
1.13	<p>SUB-TOTAL BROUGHT FORWARD</p> <p>TV/ CCTV /DATA / COMMUNICATION POINTS CONDUIT WORK WITH DRAW WIRE ONLY</p> <p>TV / Data / WiFi / Telephone outlet points comprising 25mmØ concealed HG PVC conduits complete with draw wire.</p> <p>SUB-TOTAL FOR GROUND FLOOR</p>	No.	24		
TOTAL FOR GROUND FLOORS C/F TO SUMMARY PAGE (ITEM X 1)					

ELECTRICAL INSTALLATIONS: TYPICAL FLOOR 2-14

Item	Description	Unit	Qty	Rate Kshs	Total Kshs
SECTION 1 / PG 1					
1.01	Supply, install, test, commission, and handover the following: LIGHTING POINTS AND SWITCHES Lighting points wired in 3 x 1.5mm ² PVC/SC CU cables drawn in 20mmØ concealed HG PVC conduits complete with all necessary accessories but excluding the switch for:- i) One way switching ii) Two way switching	No. No.	60 24		
1.02	10A white moulded switch plate as Crabtree, MK Logic, Clipsal E-Series or approved equivalent as follows:- i) One gang one way ii) One gang two way iii) Two gang one way	No. No. No.	52 24 8		
LIGHT FITTINGS					
1.03	Light fittings complete with lamps of appropriate wattage and colour rendering and fixing materials as follows:- i) Ceiling rose complete with 3 core flex,lamp hoder and 11W led as crabtree or approved equivalent Tpe (CR) ii) Spherical screwneck luminaire with opal glass and 16W compact Lamp as Astra, Micromark, Thorn or approved equivalent .(Type BF) iii) Type C (Bare Batten led)	No. No. No.	32 28 20		
POWER POINTS					
1.04	Raw Power 13A socket outlet power points comprising ring main wiring in 3 x 4mm ² PVC/SC CU cables drawn in 25mmØ Concealed Heavy gauge PVC conduits complete with all necessary accessories but excluding the socket outlet plate	No.	52		
1.05	13A, Ivory white switched socket outlet plate as Tronic or approved equivalent as follows: i) Singled switched i) Twin switched	No. No.	12 40		
1.06	Twin TV outlets (DSTV & terrestrial) complete with all accessories	No.	20		
1.07	6-Way, SPN Consumer Units c/w integral 100A isolator as Merlin Gerlin or approved equivalent	No.	20		
1.08	SP Miniature circuit breakers for the consumer unit above i) 10A ii) 32A iii) blanking plates	No. No. No.	20 60 20		
1.09	Shower DP power points comprising wiring in 3 x 4mm ² PVC/SC/CU cables drawn in 20mmØ HG/PVC conduits complete with all necessary accessories	No.	20		
1.12	20A, DP control switch with neon light and cord outlet for Shower above as Crabtree or approved equivalent	No.	20		

SECTION 1 / PG2 CARRIED FORWARD TO NEXT PAGE

Item	Description	Unit	Qty	Rate Kshs	Total Kshs
SECTION 1 / PG 2					
SUB-TOTAL BROUGHT FORWARD					
1.13	<p><u>TV/ CCTV /DATA / COMMUNICATION POINTS CONDUIT WORK WITH DRAW WIRE ONLY</u></p> <p>TV / Data / WiFi / Telephone outlet points comprising 25mmØ concealed HG PVC conduits complete with draw wire.</p>	No.	20		
SUB-TOTAL FOR A TYPICAL FLOOR					
TOTAL FOR 14 TYPICAL FLOORS C/F TO SUMMARY PAGE (ITEM X 14)					

COMMON SERVICES CORRIDOR/ LIFTS LOBBY AREA					
Item	Description	Unit	Qty	Rate Kshs	Total Kshs
SECTION 1 / PG 2					
	Supply, install, test, commission, and handover the following: LIGHTING POINTS AND SWITCHES				

1.01	Lighting points wired in 3 x 1.5mm ² PVC/SC CU cables drawn in 20mmØ concealed HG PVC conduits complete with all necessary accessories but excluding the switch for:- i) One way / Photocell / timer switching ii) Two way switching	No. No.	15 30		
1.02	10A white moulded switch plate as Crabtree, MK Logic, Clipsal E-Series or approved equivalent as follows:- i) One gang two way ii) Intermediate switch iii) Photocell Switch as Zodion iv) Timer digital switch as Tronic	No. No. No. No.	4 30 1 1		
LIGHT FITTINGS					
1.03	Light fittings complete with lamps of appropriate wattage and colour rendering and fixing materials as follows:- a) Circular shaped surface mounted led luminaire as Phillips Coreline Cat No. WL131V LED12S/840 PSED EL3 WH "Type N"	No.	165		
	b) Emergency Maintained Circular shaped surface mounted led luminaire as Phillips Coreline Cat No. WL131V LED12S/840 PSED EL3 WH "Type Ne"	No.	45		
SECTION 1 / PG2 CARRIED FORWARD TO NEXT PAGE					

Item	Description	Unit	Qty	Rate Kshs	Total Kshs
SECTION 1 / PG 3					
	SUB-TOTAL BROUGHT FORWARD				
1.07	Miniature circuit breakers for the distribution Board above				
	i) 10A SP	No.	1		
	ii) 16A TP	No.	3		
	iii) 32A SP	No.	3		
	iv) blanking plates	No.	2		
<u>EARTHING & LIGHTNING PROTECTION</u>					
Air Termination					
1.24	2000mm x 15mmØ multiple point pure copper Air Rods/Termination with spikes as Furse Part No. RA240 or approved equivalent	No	10		
1.25	Copper Air Rod Base as Furse Part No. SD105-H or approved equivalent	No	10		
1.26	Copper Junction Clamps for copper tape as Furse Part No. CN105-H or approved equivalent	No	10		
1.27	25mm x 3mm Tinned Copper Tape as Furse TC230 or approved equivalent	LM	130		
1.28	Copper tape clip as Furse Cat. No.CP 210 or approved equivalent c/w all mounting accessories	No	10		
Down Conductors					
1.29	25 x 3mm tinned copper tape as Furse TC 230 or approved equivalent	LM	200		
1.3	Screwdown copper test clamp as Furse CT305 or approved equivalent	No	10		
1.31	38mm Ø HG PVC conduits for drawing the down conductor above.	LM	10		
Earth Termination					
1.32	15mm Ø, 1500mm long solid copper earth rod c/w driving stud, coupling, and spike as Furse RC011 or approved equivalent	No	10		
1.33	Earth rod to tape clamp type A as Furse CR108 or approved equivalent	No	10		
1.34	Concrete inspection earth pit Cat. No. PT 005 with 5 hole earth bar as Furse Cat. No. PT 006.	No	5		
1.35	600mm x 600mm copper earth mat made from 25mm x 3mm copper tape at 300mm spacing, buried to permanent moisture level and complete with all clamps and 6m long 25mm x 3mm copper tape clamped to the down conductor, soil conditioning agents (marconite or bentonite) as necessary to achieve earthing resistance value below 10-Ohms	Lot	1		
1.36	Allow for earthing tests for the above and submission of the report to the engineer to BS7671 & BS62305 standards	Item	1		
Bonding					
1.37	Bonding and clamping to all metal work including water pipes, gas pipes, hand-rails, air-conditioning units, window frames, cladding, metal roof etc. and the main earth for the building.	Item	1		
SECTION 1 / PG3 CARRIED FORWARD TO NEXT PAGE					

Item	Description	Unit	Qty	Rate Kshs	Total Kshs
SECTION 1 / PG 4					
	SUB-TOTAL BROUGHT FORWARD				
	<u>TELEVISION SYSTEMS INSTALLATIONS</u>				
1.38	KU Band Satellite Receiver Dish	No	1		
1.39	UHF/ VHF Terrestrial antenna capable of receiving all local channels	No	1		
1.4	Distribution amplifiers 30 dB gain, indoor distribution amplifier c/w 240 volts DC 9 watts Amps power supply, make: ALCAD or equal and approved.	No.	2		
1.41	16 output shielded splitter 2DB loss make: ALCAD or similar	No.	2		
1.43	Signal cable distribution IN RG 68 Coaxial	LM	1500		
1.44	Cabinet to house equipments, such as amplifiers, splitters etc	No.	1		
	LV SWITCH BOARD / SUB MAINS CABLES TAKE DELIVERY,STORE ,INSTALL AND COMMISSION THE FOLLOWING:-				
1.5	Supply and install purpose made Free-standing, fully wired front access metal clad main switchboard cubicle suitable for floor / wall mounting and manufactured in 14SWG galvanised mild steel sheet, to be finished in cream (or appropriate colour) powder coating. Wiring as shown on the schematic (the other details as per Particular Specification), complete with the following:-	No.	2		
i)	800Amps TP/N copper busbars - KPLC supply (Sealable)				
ii)	800Amps MCCB as mains incomer adjustable (set at 750A)				
iii)	Space for 1No. 3-phase KPLC Common Services meter (kW, kWh, kVA, V, I etc), 63A TP MCB				
iv)	304No. 63A DP MCBs for the sub-main cables				
v)	Space for 304No. KPLC HRC Fuses & 1Phase Meters,				
vi)	Space for KPLC cut-outs including studs for mounting KPLC seals				
vii)	Sealable studs for all cover plate screws and all necessary accessories				
viii)	6mm perspex viewing window for each section				
ix)	Heavy duty rubber lining for all the perspex viewing windows				
x)	4 No. Spare ways				
1.51	30x10mm compensation of potential main earth copper bar with porcelain insulators and provisions for connections to water pipes, cooking gas system, lightning protection system, main power switching panel and other utilities	Sum	1		

1.52	Earthing for the switch-board under this section comprising 25x3mm copper tape lead, 1800mm long x 15mm diameter copper earth electrode as Furse or approved equivalent complete with driving stud and tape to rod clamp, 300mm x 300mm x 300mm deep concrete inspection earth pit with removable waterproof cover, 600mm x 600mm copper earth mat, soil conditioning agents (marconite and bentonite etc) necessary to achieve earthing value below 5-Ohms and all other necessary accessories	Sum	1		
1.53	10mm ² 3-Core flexible PVC/SWA/PVC copper cable drawn within 32mm HG PVC conduit from the Riser Duct(s) to the Units	Lm	3150		
1.54	6mm ² 4-Core PVC/PVC copper flexible cable drawn within 25mm HG PVC conduit from the Riser Duct to the Common Area Consumer Unit	Lm	1500		
SECTION 3 / PG1 CARRIED FORWARD TO NEXT PAGE					

Item	Description	Unit	Qty	Rate Kshs	Total Kshs
SECTION 1 / PG 4					
	SUB-TOTAL BROUGHT FORWARD				
	4-Way, TPN Distribution Board c/w integral 100A TPN Integral isolator as Merlin Gerlin or approved equivalent	No.	1		
3.04	200mm x 50mm galvanised metallic cable tray (Telecom, TV, Internet Cables) gauge 14 (riser duct) c/w all mounting accessories bends, rawl bolts, threaded bolts, brackets, et al	LM	40		
3.05	300mm x 50mm galvanised metallic cable tray (Power Cables) gauge 14 (riser duct) c/w all mounting accessories bends, rawl bolts, threaded bolts, brackets, et al	LM	40		
3.06	Build 600x600x700mm deep power manhole with internal plaster and heavy duty EAFW steel cover	No.	1		
TOTAL FOR COMMON SERVICES FOR 1 BLOCK C/F TO SUMMARY PAGE					

SUMMARY

ITEM	DESCRIPTION	PAGE NO.	KES CTS
1	TOTAL FOR GROUND FLOOR		-
2	TOTAL FOR 2-14 TYPICAL FLOORS		-
3	TOTAL FOR COMMON SERVICES FOR 1 BLOCK		-
	TOTAL BILL FOR 1 NO. BLOCK		
	X 10 FOR 10 NO. BLOCKS		
	TOTAL CARRIED TO MAIN SUMMARY		

SOCIAL HALL

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>PROPOSED SOCIAL HALL</u>				
	BILL NO.7 BUILDERS WORKS				
	ELEMENT NO 1 - SUBSTRUCTURES (ALL PROVISIONAL)				
	Excavations including trimming sides and bottoms of excavations; maintaining and supporting sides; and keeping free from water, mud and fallen material; with and including destruction of termites nests within site of works,take out and destroy queens, imp				
	<i>Site Clearance</i>				
A	Clear site of all grass, hedges, shrubs, bushes grub up roots, load and remove from site and dispose at designated local authority areas.	SM	328		
B	Excavate average 300mm deep to remove top vegetable soil, load, remove from site and dump in designated local authority dump site.	CM	98		
C	Excavate for Strip foundations depth not exceeding 1.50 metres starting from Stripped level	SM	124		
D	Excavate for column bases depth not exceeding 1.5m starting from reduced Levels	CM	30		
E	Extra over all type of excavation for excavating in soft rock	CM	15		
	Disposal of water				
F	Allow for keeping the whole of the excavation free rom all spring and running water by pumping or any other such means as may be necessary	Item	1		
	Planking and strutting				
G	Allow for maintaining and upholding the sides of excavations and keeping excavations clear of all fallen materials, rubbish etc	Item	1		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Disposal of excavated material</u>				
A	Return, fill and ram selected excavated material around foundations.	CM	80		
B	Load,wheel and cart away surplus excavated material away from site	CM	74		
	Fillings				
C	Make up levels using approved imported materials: compacted in layers not exceeding 300mm thick with a 15ton roller: to the satisfaction of the Structural Engineer.	CM	230		
D	300mm thick hardcore bed: hand packed : compacted in layers not exceeding 150mm thick: to the satisfaction of the Structural Engineer: including 50mm Thick murrum or "equal and approved" blinding to surfaces of hardcore	SM	328		
E	50 mm Thick Murrum Blinding to surfaces of hadcore	SM	328		
	Anti - termite to treatment				
F	Approved anti-termite treatment, with ten-year guarantee, sprayed to surfaces of hardcore strictly in accordance with manufacturer's instructions.	SM	328		
	Damp-proof membrane				
G	1000 gauge polythene or other equal and approved damp-proof membrane, laid over blinded hardcore (measured separately) with 300mm side and end laps (measured nett-allow for laps); 1 No. layer: bedded in and including cement and sand (1:3) mortar	SM	328		
	Concrete Blinding				
	Insitu concrete Class 15MPa: vibrated:				
H	50 mm Thick under column bases	SM	30		
J	Ditto strip foundation	SM	83		
	In- situ vibrated reinforced concrete Class 25MPa: in:				
K	Column bases	CM	6		
L	Columns	CM	2		
M	Strip foundation	CM	17		
N	150mm thick surface bed	SM	328		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Ribbed reinforcement steel bars to KS 573:2014 : Grade 500 high tensile strength including bends, hooks, tying wire and distance blocks; to S.E's detail (Provisional)				
A	Assorted reinforcement	Kg	2,046		
	Mesh fabric reinforcement to KS/EAS 412;2 (2019) BRC A142;200 x 200mm, weighing 2.22kg/m² (measured net - no allowance) for laps; in two layers - top & bottom; including bends, tying wire and spacer blocks)				
B	Mesh reference A142 weighing 2.22 kilogrammes per square metre in floor beds.	SM	328		
	<u>Modular steel frame with steel plates covering formwork and/or marine board formwork: to:</u>				
C	Sides of column bases, Vertical sides to columns,bases and sides of str	SM	115		
D	Edge of slab, over 150mm but not exceeding 225mm girth	LM	93		
	Foundation Walling				
	Natural quarry stone walling with a minimum of 7.0 N/mm² bedded and jointed in cement and sand (1:4) mortar, reinforced with and including 25 x 3 mm thick hoop iron strips at every alternate course as described in;				
E	200mm thick walls in foundations	SM	166		
	<u>Pavings</u>				
F	Supply and lay 600 x 600 x 50mm reinforced concrete precast paving slabs around the building including laying, spreading and compacting 100mm thick approved sand bed blinding, on and including 150mm thick compacted hardcore to Engineer's approval.	SM	56		
	<u>Plinth</u>				
	<u>25mm Thick cement and sand (1:4) rendering on concrete or masonry ; wood float finished; to</u>				
G	Plinths externally	SM	56		
	Two coats black bitumastic paint on:				
H	Rendered surfaces	SM	56		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	COLLECTION				
	Total brought forward from page no:		SH/1		
	Total brought forward from page no:		SH/2		
	Total brought forward from page no:		SH/3		
	<u>ELEMENT NO. 1</u>				
	<u>SUBSTRUCTURES</u>				
	Carried to Main summary				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PROPOSED SOCIAL HALL				
	BILL NO.1-BUILDERS WORKS				
	ELEMENT No 2 - R.C FRAME				
	<i>In- situ vibrated reinforced concrete Class 25MPa: in:</i>				
A	Columns	CM	5		
B	Ring beam	CM	7		
C	Ramp	SM	4		
D	Raised stage	CM	17		
E	Steps	CM	2		
	Ribbed reinforcement steel bars to KS 573:2014 : Grade 500 high tensile strength including bends, hooks, tying wire and distance blocks; to S.E's detail (Provisional)				
F	Assorted reinforcement bars	Kg	9,650		
	<i>Modular steel frame with steel plates covering formwork and/or marine board formwork: to:</i>				
G	Sides and soffites of beams	Sm	110		
H	To vertical sides of columns	SM	58		
J	Edges of steps not exceeding 150mm girth	Lm	36		
	ELEMENT NO. 2				
	Carried to				
	R.C FRAME				
	Main summary				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PROPOSED SOCIAL HALL BILL NO.1-BUILDERS WORKS ELEMENT No 3-WALLING WALLING External Walling <i>Machine cut quarry stone walling with a minimum of 7.0 N/mm² average compressive strength; bedded and jointed in cement and sand (1:4) mortar, reinforced with and including 25 x 3 mm thick hoop iron strips at every alternate course as described in;</i>				
A	200mm thick walling Externally	Sm	237		
B	200mm thick parapet walling	Sm	84		
	Internal Walling <i>Machine cut quarry stone walling with a minimum of 7.0 N/mm² average compressive strength; bedded and jointed in cement and sand (1:4) mortar, reinforced with and including 25 x 3 mm thick hoop iron strips at every alternate course as described in;</i>				
C	200mm thick walling	Sm	99		
D	150mm thick walling	Sm	15		
E	Approved hessian based damp proof course to 200mm thick walling in cement/sand mortar	Lm	138		
	ELEMENT NO. 3 Carried to WALLING Main summary				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>PROPOSED SOCIAL HALL</u> BILL NO.1-BUILDERS WORKS ELEMENT NO 4-WINDOWS <u>METAL WORK</u> <u>PURPOSE - MADE UNITS</u> Supply, fabricate and fix the following purpose made small pane mild steel casement windows to be fabricated from approved mild steel sections (atleast 14g 2mm thick) comprising of frame and casement incorporating permanent hooded high level ventilation panels infilled with mosquito gauze : window supplied complete with and including 12mm solid square burglar proofing bars fixed at 200mm centres both ways and metal fixing lugs including building into wall and making good, and all necessary iron mongery viz hinges, fasteners, and hasp including shop priming window with red oxide primer before delivery to site:- A prime cost sum of Kshs 4,500 per Sqm has been allowed for fabrication of the above specified Steel casement Windows by AHP juakali artisans as approved by the Project Manager/Architect. The contractor's unit rate shall include the cost of transport, storage, fixing and all associated accesories in addition to the PC Rate.				
A	Window, overall size 2400 X 1500mm high to Architects Details (Main hall & kitchen)	NO	13		
B	Ditto Size 1200 x 1500mm high (changing rooms & washrooms)	NO	6		
	<u>Glazing</u>				
D	4mm Thick clear sheet glass panes over 0.1 but not exceeding 0.5 square meters; fixing with putty	SM	46		
E	Ditto; obscure	SM	11		
	<u>Painting and Decorations</u>				
	<u>On Metal work</u>				
	<u>Prepare and apply aerosol spray painting in two finishing coats of first grade approved paint as described in</u>				
F	General window and grille surfaces	SM	114		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p><u>Precast concrete window cill finishing fair on all exposed surfaces and hoisting and placing in position, bedding, jointing and pointing in pigmented cement and sand (1:3) mortar</u></p>				
A	150 x 25mm thick Precast concrete window sill	LM	27		
	<p><u>Curtain rods:</u></p>				
B	1.5mm thick, 20mm thick diameter twin powdercoated mild steel rod complete accessories to approval	LM	32		
	Carried to collection				
	COLLECTION				
	Total brought forward from page no:		SH/7		
	Total brought forward from page no:		SH/8		
	<p><u>ELEMENT NO. 4</u> <u>WINDOWS</u></p>	Carried to the	Main summary		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>PROPOSED SOCIAL HALL</u> BILL NO.1-BUILDERS WORKS ELEMENT NO 5-DOORS <u>External Doors</u> <u>Mild steel casement doors</u> Heavy gauge purpose made mild steel door comprising 40 x 25 x3mm stiles, top and bottom stiles, 4 No Intermediate rails, 1.5mm steel sheet both sides welded in place and 5mm thick clear glazing, all primed with red oxide and spray painted with 2 coats of first quality gloss oil paint; complete with hinges, stays, fasteners and necessary metals assembled and fixed to opening including cutting and pinning lugs to concrete or block work surround and bedding frame in cement and sand mortar (1:3).				
A	Door overall size 900 x 2400mm high(Entrance to Changing rooms, washrooms & kitchen)	NO	5		
B	Ditto Size 1500 x 2400mm high Doubleleaf door (Main hall)	NO	1		
	<u>Internal Doors</u> Flush timber doors 50 mm thick Semi Solid cored flush doors with plywood facing to receive painting (m.s) all to Architects details, specifications and approval A prime cost sum at the rate indicated below has been allowed for fabrication of the above specified Hardwood panelled door leaves by AHP juakali artisans as approved by the Project Manager/Architect. The contractor's unit rate shall include the cost of transport, storage, fixing and all associated accesories in addition to the PC Rate.				
C	Door size 900mm x 2060mm high (D.03) comprising of 1 No opennable leaf size 800 x 2060mm high (PC Rate Kshs 4,000)	NO	5		
	<u>Frames and frame finishes in cypress Timber</u>				
E	25 x 25mm quadrant (PC Rate Kshs 75)	LM	30		
F	25 x 50mm architrave with two labours, plugged (PC Rate Kshs 150)	LM	30		
G	150mm x 50mm frame with three labours; chamfered edges; plugged (PC Rate Kshs 800)	LM	30		
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<i>Painting and decorating</i>				
	<i>Prepare and apply one coat aluminium wood primer to:-</i>				
A	Surfaces not exceeding 100mm girth	LM	30		
B	Surfaces over 100mm but not exceeding 200mm girth	LM	30		
	<i>Prepare Knot, prime, stop and apply one undercoat and two finishing coats first grade timber quality paint to wood surfaces as per the manufacturer's printed instructions</i>				
C	General timber surfaces	SM	18		
D	Surfaces not exceeding 200mm girth	LM	90		
	Ironmongery				
	Supply and fix the following ironmongery to timber complete with matching screws and keys to the approval of the Architect				
E	100mm pressed steel Butt Hinges	Pairs	8		
F	2 Lever Door Lock with handles as per Union	NO	5		
G	Door fixing cramps	NO	50		
	Carried to Collection				
	COLLECTION				
	Total brought forward from page no:		SH/9		
	Total brought forward from page no:		SH/10		
	ELEMENT NO. 5	Carried to			
	DOORS	Main summary			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
PROPOSED SOCIAL HALL BILL NO.1-BUILDERS WORKS					
ELEMENT NO 6 - EXTERNAL FINISHES					
EXTERNAL WALL FINISHES					
External Render					
<u>Cement and sand (1:3) render:wood floated: on concrete or blockwork: to</u>					
A	15mm thick to parapet walling externally	SM	84		
B	Extra over vertical and horizonatal key pointing in10 mm rod in cement and sand mix (1:3) mortar including one coat of Bituminous paint	SM	237		
External Painting					
<u>Prepare and apply one coat Alkali Resistant primer followed by two coats of silicon exterior Emulsion paint in accordance with the manufacturers written instructions and to the satisfaction of the architect to</u>					
C	Concrete/masonry surfaces externally-Beam, Column and Slab Moulds	SM	27		
	ELEMENT NO. 6	Carried to			
	EXTERNAL FINISHES	Main summary			

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PROPOSED SOCIAL HALL BILL NO.1-BUILDERS WORKS ELEMENT NO 7 - INTERNAL FINISHES <u>Internal Wall Finishes</u> <u>15mm thick to receive ceramic Wall tiles</u>				
A	Internal wall surfaces- Wet areas <u>Ceramic wall tiles</u> <u>Allow a Prime Cost supply rate of Ksh. 1000 per SM (Rate to include cost of purchase, transport, offload, storage, fixing including all necessary adhesives and accessories</u>	SM	22		
B	Supply and Fix approved ceramic wall tiles on prepared backings(m.s) with proprietary adhesive; jointed and pointed in matching coloured proprietary grouting; including pvc spacers and expansion joint as necessary: all to Architect's approval. - Wall Surfaces <u>15mm (minimum) two coat cement, sand (1:3) plaster complete with wire gauze anti-crack mechanism at the intersection of masonry walling and concrete beams as described to:-</u>	SM	22		
C	Concrete/masonry surfaces Internally	SM	414		
D	Ditto to window cills, door Jambs Externally and Surfaces not exceeding 200mm girth	LM	125		
	<u>Painting and Decoration</u> <u>Prepare, Skim and apply Emulsion or universal undercoat followed by two finishing coats of soft satin Emulsion paint in accordance with the manufacturers written instructions and to the satisfaction of the architect to</u>				
E	Plastered concrete/masonry surface	SM	414		
F	Ditto to window cills, door Jambs Externally and Surfaces not exceeding 200mm girth	LM	125		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>Floor Finishes</u>				
	<u>32 mm thick Cement and sand (1:3) backing on concrete surfaces,prepared to receive ceramic floor tiles to:</u>				
A	Floor surfaces	SM	303		
	<u>Ceramic Floor tiles</u> Allow a Prime Cost supply rate of Ksh. 1000 per SM (Rate to include cost of purchase, transport, offload, storage, fixing including all necessary adhesives and accessories				
	Supply and Fix approved ceramic wall tiles on prepared backings(m.s) with proprietary adhesive; jointed and pointed in matching coloured proprietary grouting; including pvc spacers and expansion joint as necessary: all to Architect's approval. - Wall Surfaces				
B	Floor Surfaces	SM	252		
C	Ditto Non Slip Ceramic Tiles- Floor surfaces (wet areas)	SM	51		
D	Ditto 100mm wide Wall Skirtings	LM	183		
	<u>Step finishes</u>				
	<u>32 mm thick Cement and sand (1:3) backing on concrete surfaces,prepared to receive ceramic floor tiles to:</u>				
E	300 mm wide treads of steps	LM	58		
F	150mm high risers of steps	LM	58		
	<u>Supply and Fix non-slip Ceramic floor tiles or equal and approved; as manufactured by Saj ceramic or equal and approved; bedded and jointed in matching coloured proprietary grout on prepared on prepared backings(m.s): : including pvc spacers and expansion joint as necessary: all to Architect's approval:to:</u>				
G	300 mm wide treads of steps	LM	58		
H	150mm high risers of steps	LM	58		
	Carried to Collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	COLLECTION				
	Total brought forward from page no:		SH/12		
	Total brought forward from page no:		SH/13		
	ELEMENT NO. 7				
	INTERNAL FINISHES				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
PROPOSED SOCIAL HALL					
BILL NO.1-BUILDERS WORKS					
ELEMENT NO 8 - ROOFING					
A	Approved IT5 roofing sheets laid in accordance to pertinent drawings	SM	552		
B	Gauge 26 galvanized 450 mm Ridge cap and hip cap to match roof covering	LM	21		
C	Gauge 26 galvanized ironDitto valley gutter	LM	86		
STRUCTURAL STEEL CONSTRUCTION					
1. Prices shall include for unloading, hoisting and fixing in position including requisite staging for erection.					
2. Allow for factory priming in lead oxide and touching up the priming on site later					
3. Prices should allow for fillet weld and welded connections					
The following in Steel Trusses including hoisting and fixing in position 2.8m above ground floor					
D	25 x 25 x 2mm Thick SHS purlins	Kg	284		
E	50 x 50 x 3mm. Thick SHS external members	Kg	1888		
F	50 x 25 x 3mm. Thick RHS internal members	Kg	172		
G	26-gauge prepainted G.I/Aluzinc box roof gutters with 100mmx75mm cross-section	LM	101		
ELEMENT NO. 8 ROOFING Carried to the Main summary					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>PROPOSED SOCIAL HALL</u>					
MAIN SUMMARY					
1	Substructures		<u>PAGE</u>		
2	Reinforced Concrete Frame		SH/4		
3	Walling		SH/5		
4	Windows		SH/6		
5	Doors		SH/8		
6	External Finishes		SH/10		
7	Internal Finishes		SH/11		
8	Roofing		SH/14		
			SH/15		
	<u>TOTAL FOR SOCIAL HALL CARRIED TO GRAND SUMMARY</u>				

POWER HOUSE

Item	DESCRIPTION	Unit	QTY	Rate	Amount
	<u>PROPOSED POWER HOUSE</u>				
	BILL NO.6-BUILDERS WORKS				
	ELEMENT NO 1 - SUBSTRUCTURES (ALL PROVISIONAL)				
	<i>Site Clearance</i>				
A	Clear site of all grass, hedges, shrubs, bushes grub up roots, load and remove from site and dispose at designated local authority areas.	SM	24		
B	Excavate average 200mm deep to remove top vegetable soil, load, remove from site and dump in designated local authority dump site.	SM	24		
C	Excavate to reduced levels in varying depths not exceeding 1.5m deep from existing ground levels.	Cm	36		
D	Ditto exceeding 1.5m deep but not exceeding 3.0m from existing reduced levels.	Cm	12		
E	Excavate for Strip foundations depth starting from Reduced ground levels.	Cm	3		
F	Excavate for duct bank depth starting from Reduced ground levels.	Cm	4		
G	Extra over all type of excavation for excavating in soft rock	Cm	3		
H	Ditto excavation in hard rock class I	Cm	3		
	Disposal of water				
I	Allow for keeping the whole of the excavation free from all spring and running water by pumping or any other such means as may be necessary	Item			
	Planking and strutting				
J	Allow for maintaining and upholding the sides of excavations and keeping excavations clear of all fallen materials, rubbish etc	Item			
	Carried to collection				

Item	DESCRIPTION	Unit	QTY	Rate	Amount
	<u>Disposal of excavated material</u>				
A	Return, fill and ram selected excavated material around foundations.	CM	65		
B	Load, wheel and cart away surplus excavated material to a Local Authority designated dumping site or fill soil heaps as away from site instructed by the Project Engineer.	CM	15		
	Fillings				
C	Make up levels using approved imported materials: compacted in layers not exceeding 300mm thick with a roller: to the satisfaction of the Structural Engineer.	CM	49		
D	300mm thick hardcore bed: hand packed : compacted in layers not exceeding 150mm thick: to the satisfaction of the Structural Engineer	SM	36		
F	50 mm Thick Murram Blinding to surfaces of hardcore	SM	36		
	Anti - termite to treatment				
G	Approved anti-termite treatment, with ten-year guarantee, sprayed to surfaces of hardcore strictly in accordance with manufacturer's instructions.	SM	36		
	Damp-proof membrane				
H	1000 gauge polythene or other equal and approved damp-proof membrane, laid over blinded hardcore (measured separately) with 300mm side and end laps (measured nett-allow for laps); 1 No. layer: bedded in and including cement and sand (1:3) mortar	SM	36		
	Concrete Blinding				
	In situ concrete Class 15MPa: vibrated:				
I	50 mm Thick under strip foundation	SM	14		
J	50 mm Thick under duct bank	SM	5		
	In- situ vibrated reinforced concrete Class 25MPa: in:				
L	Columns	CM	1		
N	Strip foundation	CM	3		
O	100mm thick duct bank sides	SM	13		
P	100mm thick duct bank bottom	SM	4		
Q	150 mm thick horizontal ground floor slab	SM	20		
	Carried to collection				

Item	DESCRIPTION	Unit	QTY	Rate	Amount
A	<p>Ribbed reinforcement steel bars to KS 573:2014 : Grade 500 high tensile strength including bends, hooks, tying wire and distance blocks; to S.E's detail (Provisional)</p> <p>Assorted reinforcement</p>	KG	303		
B	<p>Mesh fabric reinforcement to KS/EAS 412;2 (2019) BRC A142;200 x 200mm, weighing 2.22kg/m² (measured net - no allowance) for laps; in two layers - top & bottom; including bends, tying wire and spacer blocks)</p> <p>In floor beds</p>	SM	20		
C	<p><u>Modular steel frame with steel plates covering formwork and/or marine board formwork: to:</u></p> <p>Vertical sides to columns</p>	SM	10		
E	Vertical sides to strip footing	SM	9		
F	Vertical sides to duck bank sides	SM	27		
G	Vertical sides to duck bank bottom	LM	49		
H	Edge of slab not exceeding 150mm girth	LM	48		
	<p>Foundation Walling</p> <p>Natural quarry stone walling with a minimum of 7.0 N/mm² bedded and jointed in cement and sand (1:4) mortar, reinforced with and including 25 x 3 mm thick hoop iron strips at every alternate course as described in;</p>				
I	200mm thick walls in foundations	SM	46		
	<p><u>Pavings</u></p> <p>Supply and lay 600 x 600 x 50mm reinforced concrete precast paving slabs around the building including laying, spreading and compacting 100mm thick approved sand bed blinding, on and including 150mm thick compacted hardcore to Engineer's approval.</p>				
J		SM	27		
	<p><u>Plinth</u></p> <p><u>25mm Thick cement and sand (1:3) rendering on concrete or masonry ; wood float finished; to</u></p>				
K	Plinths externally	SM	10		
	<p>Two coats black bitumastic paint on:</p>				
L	Rendered surfaces	SM	10		
	Carried to collection				

Item	DESCRIPTION	Unit	QTY	Rate	Amount
	<p>COLLECTION</p> <p>Total brought forward from page no: 1</p> <p>Total brought forward from page no: 2</p> <p>Total brought forward from page no: 3</p>				
	<p><u>ELEMENT NO. 1</u> Carried to <u>SUBSTRUCTURES</u> Main summary</p>				

Item	DESCRIPTION	Unit	QTY	Rate	Amount
	PROPOSED POWER HOUSE				
	BILL NO.1-BUILDERS WORKS				
	ELEMENT No 2 - R.C FRAME				
	<i>In situ concrete class 25MPa: vibrated: reinforced</i>				
A	Columns	CM	1		
B	Ring beam	CM	1		
C	Ramp 200 mm thick average thickness	SM	4		
D	175 mm thick roof slab	SM	31		
	Ribbed reinforcement steel bars to KS 573:2014 : Grade 500 high tensile strength including bends, hooks, tying wire and distance blocks; to S.E's detail (Provisional)				
E	Assorted reinforcement	Kg	606		
	<i>Modular steel frame with steel plates covering formwork and/or marine board formwork: to</i>				
F	Sides of columns	Sm	12		
G	Sides and soffites of beams	Sm	22		
H	Sloping soffits of roof slab	Sm	31		
J	Edge of ramp exceeding 150mm but not exceeding 300 mm girth	Lm	3		
K	Edges of horizontal roof slab, exceeding 150mm but not exceeding 300 mm girth	Lm	23		
	ELEMENT NO. 2				
	R.C FRAME				
	Carried to Main summary				

Item	DESCRIPTION	Unit	QTY	Rate	Amount
	<p><u>PROPOSED POWER HOUSE</u></p> <p>BILL NO.1-BUILDERS WORKS</p> <p>ELEMENT No 3-WALLING</p> <p><u>WALLING</u></p> <p><u>External Walling</u></p> <p><i><u>Machine cut quarry stone walling with a minimum of 7.0 N/mm² average compressive strength ;bedded and jointed in cement and sand (1:4) mortar, reinforced with and including 25 x 3 mm thick hoop iron strips at every alternate course as described in;</u></i></p>				
A	200mm thick walling Externally	Sm	40		
B	200mm thick parapet walling	Sm	8		
	<p><u>Precast Concrete Breeze Ventilation Blocks</u></p> <p>305 x 305 mm wide x 150 mm thick Pre Cast Concrete louvered breeze ventilation blocks bedded and jointed in cement and sand (1:4) mortar including vermin proof gauge wire</p>				
C		Sm	1		
	<p><u>Damp proof courses</u></p> <p>Approved hessian based damp proof course to 200mm thick walling in cement/sand mortar</p>				
D		Lm	17		
	<p><u>Window Cill</u></p> <p><i><u>Precast concrete window cill finishing fair on all exposed surfaces and hoisting and placing in position, bedding, jointing and pointing in pigmented cement and sand (1:3) mortar</u></i></p>				
E	150 x 25mm thick Precast concrete window sill	Lm	7		
	<p><u>ELEMENT NO. 3</u> Carried to</p> <p><u>WALLING</u> Main summary</p>				

Item	DESCRIPTION	Unit	QTY	Rate	Amount
	<p><u>PROPOSED POWER HOUSE</u></p> <p>BILL NO.1-BUILDERS WORKS</p> <p>ELEMENT NO 4-DOORS</p> <p><u>Steel Casement Doors</u></p> <p>Supply, fabricate and fix the following purpose made mild steel casement door comprising 40 x 25 x3mm stiles, top and bottom stiles, 4 No Intermediate rails, 1.5mm steel sheet both sideswelded in place and 5mm thick clear glazing, all primed with red oxide and spray painted with two finishing coats of first grade quality gloss oil paint on ; complete with all necessary ironmongery fasteners and necessary seremetals assembled and fixed to opening including cutting and pinning lugs to concrete or block work sorroung and bedding frame in cement and sand mortar (1:3).</p>				
A	Door size 1000 x 2500mm high	NO	1		
B	Ditto Door size 2000 x 2500mm high	NO	1		
	<p><u>ELEMENT NO. 4</u> Carried to</p> <p><u>DOORS</u> Main summary</p>				

Item	DESCRIPTION	Unit	QTY	Rate	Amount
	<p><u>PROPOSED POWER HOUSE</u></p> <p>BILL NO.1-BUILDERS WORKS</p> <p>ELEMENT NO 5 - EXTERNAL FINISHES</p> <p>EXTERNAL WALL FINISHES</p> <p>External Finish</p> <p><u>Cement and sand (1:3) render:wood floated: on concrete or blockwork: to</u></p>				
A	15mm thick to columns/beams surfaces externally	SM	17		
	<p>Keying</p> <p>Extra over horizontal and vertical pointing in 10mm thick rod in cement and sand mix (1:3) mortar including one coat Bituminous paint</p>				
B		SM	56		
	<p>External Painting</p> <p><u>Prepare and apply one coat Alkali Resistant primer followed by two finishing coats of silicon exterior Emulsion paint in accordance with the manufacturers written instructions and to the satisfaction of the architect to</u></p>				
C	Columns surfaces externally	SM	56		
	<p><u>ELEMENT NO. 5</u> Carried to</p> <p>EXTERNAL FINISHES Main summary</p>				

Item	DESCRIPTION	Unit	QTY	Rate	Amount
	<p>PROPOSED POWER HOUSE</p> <p>BILL NO.1-BUILDERS WORKS</p> <p>ELEMENT NO 6 - INTERNAL FINISHES</p> <p><u>Internal Wall Finishes</u></p> <p><u>15mm (minimum) two coat cement, sand (1:3) plaster complete with wire gauze anti-crack mechanism at the intersection of masonry walling and concrete beams as described to:-</u></p>				
A	Concrete/masonry surfaces	SM	42		
B	Ditto to Jambs and reveals not exceeding 200mm girth	LM	30		
	<p><u>Painting and Decoration</u></p> <p><u>Prepare, Skim and apply Emulsion or universal undercoat followed by two finishing coats of soft satin Emulsion paint in accordance with the manufacturers written instructions and to the satisfaction of the architect to</u></p>				
C	Plastered concrete/masonry surfaces internally	SM	42		
D	Ditto to Jambs and reveals not exceeding 200mm girth	LM	30		
	<p><u>Floor Finishes</u></p> <p><u>Plain in-situ concrete (1:3:6/20 mm agg.)</u></p>				
E	40 mm Thick polished plain concrete on existing Reinforced concrete base; level or to falls; mixed with hardener ; power floated to smooth finish to approval	SM	20		
	<p><u>Duct bank cover plate</u></p> <p>6 mm thick chequered plate in duct bank covers including Forming 50 mm wide x 50 mm deep rebate to both sides of channel at the top; with and including 50 mm x 50 mm x 5 mm thick mild steel angle framing cast in concrete with mild steel anchor bars and grouted to both rebated sides of channel; all welding ground to a smooth finish; including priming metal surfaces with red oxide primer before delivery to site and three coats gloss oil automotive spray paint finish; all to Architect's and Structural Engineer's approval</p>				
F		SM	24		
G	Allow a provisional sum for foundation holes for 100 mm LG x 12.5 diameter bolts	Item			
H	Allow a provisional sum for plates, bolts, nuts, washers e.t.c	Item			
	<p><u>Ceiling finishes</u></p> <p><u>15mm (minimum) two coat cement, sand (1:3) plaster complete with wire gauze anti-crack mechanism at the intersection of masonry walling and concrete beams as described to:-</u></p>				
J	Soffits of Concrete surfaces	SM	24		
	<p><u>Painting and Decoration</u></p> <p><u>Prepare, Skim and apply Emulsion or universal undercoat followed by two finishing coats of soft satin Emulsion paint in accordance with the manufacturers written instructions and to the satisfaction of the architect to</u></p>				
K	Plastered ceilings	SM	24		
	<p>ELEMENT NO. 6 Carried to</p> <p>INTERNAL FINISHES</p>				

Item	DESCRIPTION	Unit	QTY	Rate	Amount
	<p>PROPOSED POWER HOUSE</p> <p>BILL NO.1-BUILDERS WORKS</p> <p>ELEMENT NO 7 - ROOFING</p> <p>ROOF FINISHES</p> <p>Cement and sand (1:4) screeded beds: on concrete: complete with coloured pigmentation additives and hardener to:</p>				
A	<p>50mm average waterproofed lightweight screed laid to falls and crossfalls to roof slabs -upper roof including gutter bases</p> <p><i>Prepare and apply to vertical/horizontal surfaces 4mm thick APP/EPDM water proofing or other equal and approved membrane with surface finish weighing 4kg/sm; laid on primer with torch-on process ;by an approved specialist all in accordance with the manufacturers instructions including provision of a written ten (10) year anti leak quarantee.</i></p>	SM	31		
B	4mm thick APP membrane applied to roof slabs	SM	31		
C	Ditto to skirting 200mm high	LM	20		
D	Dress membrane around 100mm rainwater outlet	No.	2		
	<i>The Following Flat roof concrete tiles fixed with approved adhesive, laid and jointed with waterproofing bituminous compound</i>				
E	20mm thick interlocking Concrete tiles of size 225 x 225mm	SM	31		
	ELEMENT NO. 7 ROOFING Carried to the Main summary				

Item	DESCRIPTION	Unit	QTY	Rate	Amount
	<u>PROPOSED POWER HOUSE</u>				
	BILL NO.1-BUILDERS WORKS				
	MAIN SUMMARY		<u>PAGE</u>		<u>AMOUNT (KSHS)</u>
1	Substructures		C/4		
2	Reinforced Concrete Frame		C/5		
3	Walling		C/6		
5	Doors		C/7		
6	External Finishes		C/8		
7	Internal Finishes		C/9		
8	Roofing		C/10		
	<u>TOTAL FOR POWER HOUSE TO GRAND SUMMARY</u>				

GUARD HOUSE

Item	Description	Unit	QTY	Rate	Amount
<u>PROPOSED GUARD HOUSE</u>					
BILL NO.1-BUILDERS WORKS					
ELEMENT NO 1 - SUBSTRUCTURES (ALL PROVISIONAL)					
<i>Site Clearance</i>					
A	Clear site of all grass, hedges, shrubs, bushes grub up roots, load and remove from site and dispose at designated local authority areas.	SM	15		
B	Excavate average 300mm deep to remove top vegetable soil, load, remove from site and dump in designated local authority dump site.	SM	15		
C	Excavate for Strip foundations depth not exceeding 1.50 metres starting from Reduced ground levels.	CM	10		
D	Ditto to column bases	CM	2		
E	Extra over all type of excavation for excavating in soft rock	CM	1		
F	Ditto excavation in hard rock class I	CM	1		
Disposal of water					
G	Allow for keeping the whole of the excavation free from all spring and running water by pumping or any other such means as may be necessary	Item			
Planking and strutting					
H	Allow for maintaining and upholding the sides of excavations and keeping excavations clear of all fallen materials, rubbish etc	Item			
Carried to collection					

Item	Description	Unit	QTY	Rate	Amount
	<u>Disposal of excavated material</u>				
A	Load, wheel and cart away surplus excavated material to a Local Authority designated dumping site or fill soil heaps as away from site instructed by the Project Engineer.	CM	1.00		
B	Return, fill and ram selected excavated material around sides of foundations.	CM	12		
	Fillings				
C	Make up levels using approved imported materials: compacted in layers not exceeding 300mm thick with a roller: to the satisfaction of the Structural Engineer.	CM	0		
D	300mm thick hardcore bed: hand packed : compacted in layers not exceeding 150mm thick: to the satisfaction of the Structural Engineer	SM	12		
E	50 mm Stone dust/ Murrum blinding to surfaces of hardcore	SM	15		
	Anti - termite to treatment				
F	Approved anti-termite treatment, with ten-year guarantee, sprayed to surfaces of hardcore strictly in accordance with manufacturer's instructions.	SM	15		
	Damp-proof membrane				
G	1000 gauge polythene or other equal and approved damp-proof membrane, laid over blinded hardcore (measured separately) with 300mm side and end laps (measured nett-allow for laps); 1 No. layer: bedded in and including cement and sand (1:3) mortar	SM	15		
	Concrete Blinding				
	In situ concrete Class 15MPa: vibrated:				
H	50 mm thick blinding under column bases	SM	6		
I	50 mm thick blinding under strip foundations	SM	8		
	In- situ vibrated reinforced concrete Class 25 MPa: in:				
J	Column bases	CM	2		
K	Strip foundations	CM	2		
L	100mm thick surface bed	SM	15		
M	Steps	CM	0		
	In- situ vibrated reinforced concrete Class 25 MPa: in:				
N	Columns	CM	1		
	Carried to collection				

Item	Description	Unit	QTY	Rate	Amount
	Ribbed reinforcement steel bars to KS 573:2014 : Grade 500 high tensile strength including bends, hooks, tying wire and distance blocks; to S.E's detail (Provisional)				
A	Assorted reinforcement	KGS	264		
	Mesh fabric reinforcement to KS/EAS 412;2 (2019) BRC A142;200 x 200mm, weighing 2.22kg/m² (measured net - no allowance) for laps; in two layers - top & bottom; including bends, tying wire and spacer blocks)				
B	In ground floor slab	SM	15		
	<u>Modular steel frame with steel plates covering formwork and/or marine board formwork: to:</u>				
C	Sides of column bases	SM	7		
D	Vertical sides to columns	SM	8		
E	Edge of slab not exceeding 150mm girth	LM	15		
F	Edges of risers 75 - 150mm high	LM	14		
	Foundation Walling				
	Natural quarry stone walling with a minimum of 7.0 N/mm² bedded and jointed in cement and sand (1:4) mortar, reinforced with and including 25 x 3 mm thick hoop iron strips at every alternate course as described in;				
G	200mm thick walls in foundations	SM	18		
	<u>Pavings</u>				
H	Supply and lay 600 x 600 x 50mm reinforced concrete precast paving slabs around the building including laying, spreading and compacting 100mm thick approved sand bed blinding, on and including 150mm thick compacted hardcore to Engineer's approval.	SM	7		
	<u>Plinth</u>				
	<u>25mm Thick cement and sand (1:4) rendering on concrete or masonry ; wood float finished; to</u>				
J	Plinths externally	SM	5		
	Two coats black bitumastic paint on:				
K	Rendered surfaces	SM	5		
	Carried to collection				

Item	Description	Unit	QTY	Rate	Amount
	<u>PROPOSED GUARD HOUSE</u>				
	BILL NO.1-BUILDERS WORKS				
	ELEMENT No 2 - R.C FRAME				
	In- situ vibrated reinforced concrete Class 25 MPa: in:				
A	Columns	CM	2		
B	Beams	CM	2		
C	150mm thick Roof Slab	SM	15		
	Ribbed reinforcement steel bars to KS 573:2014 : Grade 500 high tensile strength including bends, hooks, tying wire and distance blocks; to S.E's detail (Provisional)				
D	Assorted reinforcement	Kg	759		
	<u>Modular steel frame with steel plates covering formwork and/or marine board formwork: to</u>				
E	Sides of columns	SM	27		
F	Sides and soffits of beams	SM	16		
G	Soffits of suspended slabs	SM	15		
H	Edges of slab over 150mm but not exceeding 225mm girth	LM	15		
	<u>ELEMENT NO. 2</u>				
	<u>R.C FRAME</u>				
	Carried to Main summary				

Item	Description	Unit	QTY	Rate	Amount
	<u>PROPOSED GUARD HOUSE</u>				
	BILL NO.1-BUILDERS WORKS				
	ELEMENT No 3-WALLING				
	<u>WALLING</u>				
	<u>External Walling</u>				
	<i>Machine cut quarry stone walling with a minimum of 7.0 N/mm² average compressive strength; bedded and jointed in cement and sand (1:4) mortar, reinforced with and including 25 x 3 mm thick hoop iron strips at every alternate course as described in;</i>				
A	200mm thick walling Externally	SM	24		
B	200mm thick parapet walling	SM	6		
	<u>Internal Walling</u>				
	<i>Machine cut quarry stone walling with a minimum of 7.0 N/mm² average compressive strength; bedded and jointed in cement and sand (1:4) mortar, reinforced with and including 25 x 3 mm thick hoop iron strips at every alternate course as described in;</i>				
C	200mm thick walling Internally	SM	5		
D	150mm thick walling Internally	SM	0		
E	Approved hessian based damp proof course to 200mm thick walling in cement/sand mortar	LM	11		
F	Approved hessian based damp proof course to 150mm thick walling in cement/sand mortar	LM	0		
	<u>Precast Concrete Breeze Ventilation Blocks</u>				
G	150 x 150mm wide x 50mm thick Pre Cast Concrete flower 3D breeze ventilation blocks bedded and jointed in cement and sand (1:4) mortar	SM	0		
	<u>COPING</u>				
H	300 x 100mm insitu reinforced concrete class 20Mpa coping, throated and weathered and jointing to columns with cement sand 1:4 mortar	LM	11		
	<u>Lintols</u>				
I	200mm x 200mm Deep lintols in reinforced concrete class 20MPa with and including 4No T10 and T8 stirups at 200mm centres; complete with formwork	LM	2		
	<u>ELEMENT NO. 3</u>				
	<u>WALLING</u>				
	Carried to Main summary				

Item	Description	Unit	QTY	Rate	Amount
	<u>PROPOSED GUARD HOUSE</u>				
	BILL NO.1-BUILDERS WORKS				
	ELEMENT NO 4-WINDOWS				
	<u>MILD STEEL WINDOWS</u>				
	<p>Supply, fabricate and fix the following purpose made small pane mild steel casement windows to be fabricated from approved mild steel sections (atleast 14g 2mm thick) comprising of frame and casement incorporating permanent hooded high level ventilation panels infilled with mosquito gauze : window supplied complete with and including 12mm solid square burglar proofing bars fixed at 200mm centres both ways and metal fixing lugs including building into wall and making good, and all necessary iron mongery viz hinges, fasteners, and hasp including shop priming window with red oxide primer before delivery to site:-</p> <p>A prime cost sum of Kshs 4,500 per Sqm has been allowed for fabrication of the above specified Steel casement Windows by AHP juakali artisans as approved by the Project Manager/Architect.</p> <p>The contractor's unit rate shall include the cost of transport, storage, fixing and all associated accesories in addition to the PC Rate.</p>				
A	Window, overall size 1900 X 1500mm high to Architects Details	NO	1		
B	Ditto Size 650 x 1500mm high (bedroom)	NO	1		
C	Ditto Size 1000 x 1350mm high (Kitchen)	NO	0		
D	Ditto Size 600 x 900mm high (WC/SH)	NO	1		
	<u>Glazing</u>				
E	4mm Thick clear sheet glass panes over 0.1 but not exceeding 0.5 square meters; fixing with premium putty	SM	4		
F	Ditto; obscure	SM	1		
	<u>Painting and Decorations</u>				
	<u>On Metal work</u>				
	<u>Prepare and apply aerosol spray painting in one finishing coats of approved first grade to: -</u>				
G	General window and grille surfaces; over 300mm girth internal	SM	4		
	Carried to Collection				

Item	Description	Unit	QTY	Rate	Amount
A	<p><u>Precast concrete window cill finishing fair on all exposed surfaces and hoisting and placing in position, bedding, jointing and pointing in pigmented cement and sand (1:3) mortar</u></p> <p>150 x 25mm thick Precast concrete window sill</p> <p style="text-align: center;">Carried to collection</p> <p style="text-align: center;">COLLECTION</p> <p>Total brought forward from page no:</p> <p>Total brought forward from page no:</p>	LM	3		
	<p><u>ELEMENT NO. 4</u></p> <p><u>WINDOWS</u></p>				<p style="text-align: center;">Carried to the Main summary</p>

Item	Description	Unit	QTY	Rate	Amount
	<u>PROPOSED GUARD HOUSE</u>				
	BILL NO.1-BUILDERS WORKS				
	ELEMENT NO 5-DOORS				
	<u>External Doors</u>				
	<u>Flush timber doors</u>				
	50 mm thick Semi Solid cored flush doors with plywood facing to receive painting (m.s) all to Architects details, specifications and approval				
	A prime cost sum at the rate indicated below for fabrication of the above specified Timber Flush door leaves by AHP juakali artisans as approved by the Project Manager/Architect.				
	The contractor's unit rate shall include the cost of transport, storage, fixing and all associated accesories in addition to the PC Rate.				
A	Door size 900mm x 2400mm High comprising of 1 No Opennable leaf size 800 x 2100mm high including fixed fanlight size 900 x 300mm high in 4mm clear glass (measured separately) (PC Rate Kshs 4,000)	NO	2		
B	Ditto 800 x 2100mm high comprising of 1No. Opennable leaf size 700 x 2100mm high (PC Rate Kshs 3,500)	NO	0		
	4mm Thick clear sheet glass fixing with matching timber glazing beads to timber frames				
C	In panes exceeding 0.1 sqm but not exceeding 0.5 square metres. <i>Frames and frame finishes in cypress Timber</i>	SM	1		
D	25 x 25mm quadrant (PC Rate Kshs 75)	LM	5		
E	25 x 50mm architrave with two labours, plugged (PC Rate Kshs 150)	LM	8		
F	150mm x 50mm transome with three labours; chamfered edges; plugged (PC Rate Kshs 800)	LM	8		
G	150mm x 50mm frame with three labours; chamfered edges; plugged (PC Rate Kshs 800)	LM	8		
	Carried to collection				

Item	Description	Unit	QTY	Rate	Amount
	<i>Painting and decorating</i>				
	<i>Priming back of frame with an aluminium or equivalent and approved wood primer</i>				
A	Surfaces not exceeding 100mm girth	LM	13		
B	Surfaces over 100mm but not exceeding 200mm girth	LM	15		
	<i>Prepare Knot, prime, stop and apply one undercoat and two finishing coats first grade timber quality paint to wood surfaces as per the manufacturer's printed instructions</i>				
C	General timber surfaces	SM	9		
D	Surfaces over 200mm but not exceeding 300mm girth	LM	15		
E	Architraves: not exceeding 100 mm girth	LM	8		
F	Quadrant beading : not exceeding 100 mm girth	LM	5		
	Ironmongery				
	Supply and fix the following ironmongery to timber complete with matching screws and keys to the approval of the Architect				
G	100mm pressed steel Butt Hinges	PRS	3		
H	Stainless steel 3 Lever Mortice Door Lock with handle furniture set;(keyhole escutcheons, cylinder and latch)	NO	0		
I	Ditto: but 2 Lever Door Lock with handle	NO	2		
J	Door fixing cramps	NO	0		
K	200 x 75 x 3mm perspex door signage with door numbers as per Architect detail	NO	2		
L	1200x600mm high gate signage complete with project name and gate number in exterior quality paint as per Architect detail	NO	1.00		
	Carried to Collection				
	COLLECTION				
	Total brought forward from page no:				
	Total brought forward from page no:				
	ELEMENT NO. 5	Carried to			
	DOORS	Main summary			

Item	Description	Unit	QTY	Rate	Amount
	<u>PROPOSED GUARD HOUSE</u>				
	BILL NO.1-BUILDERS WORKS				
	ELEMENT NO 6 - EXTERNAL FINISHES				
	EXTERNAL WALL FINISHES				
	External Render				
	<i>Cement and sand (1:3) render:wood floated: on concrete or blockwork: to</i>				
A	15mm thick to beams, Columns, Slab Moulds and walling externally	SM	7		
B	Extra over horizontal and vertical pointing in 10mm thick rod in cement and sand mix (1:3) mortar including one coat Bituminous paint	LM	29		
	External Painting				
	<i>Prepare and apply one coat Alkali Resistant primer followed by two finishing coats of silicon exterior Emulsion paint in accordance with the manufacturers written instructions and to the satisfaction of the architect to</i>				
C	Concrete/masonry surfaces externally-Beam, Column and Slab Moulds	SM	7		
	ROOF FINISHES				
	Cement and sand (1:4) screeded beds: on concrete: complete with coloured pigmentation additives and hardener to:				
D	50mm average waterproofed lightweight screed laid to falls and crossfalls to roof slabs -upper roof including gutter bases	SM	12		
	<i>Prepare and apply to vertical/ horizontal surfaces 4mm thick APP/EPDM water proofing or other equal and approved membrane with surface finish weighing 4kg/sm; laid on primer with torch-on process ;by an approved specialist all in accordance with the manufacturers instructions including provision of a written ten (10) year anti leak guarantee.</i>				
E	4mm thick APP membrane applied to roof slabs	SM	12		
F	Ditto to skirting 200mm high	LM	11		
G	Dress membrane around 100mm rainwater outlet	No.	2		
	<i>The Following Flat roof concrete tiles fixed with approved adhesive, laid and jointed with waterproofing bituminous compound</i>				
H	20mm thick interlocking Concrete tiles of size 225 x 225mm	SM	12		
	ELEMENT NO. 6	Carried to			
	EXTERNAL FINISHES	Main summary			

Item	Description	Unit	QTY	Rate	Amount
	<u>PROPOSED GUARD HOUSE</u>				
	BILL NO.1-BUILDERS WORKS				
	ELEMENT NO 7 - INTERNAL FINISHES				
	<u>Internal Wall Finishes</u>				
	<u>Cement and sand (1:3) backings</u>				
A	15mm thick to receive ceramic Wall tiles	SM	12		
B	To receive ceramic wall tiles (m.s.)	SM	24		
	<u>Ceramic wall tiles</u>				
	<u>Allow a Prime Cost supply rate of Ksh. 1000 per SM (Rate to include cost of purchase, transport, offload, storage, fixing including all necessary adhesives and accessories</u>				
C	Supply and Fix approved ceramic wall tiles on prepared backings(m.s) with proprietary adhesive; jointed and pointed in matching coloured proprietary grouting; including pvc spacers and expansion joint as necessary: all to Architect's approval. - Wall Surfaces	SM	12		
	<u>Ceramic wall tiles</u>				
	<u>Allow a Prime Cost supply rate of Ksh. 1000 per SM (Rate to include cost of purchase, transport, offload, storage, fixing including all necessary adhesives and accessories</u>				
D	Supply and Fix approved ceramic wall tiles on prepared backings(m.s) with proprietary adhesive; jointed and pointed in matching coloured proprietary grouting; including pvc spacers and expansion joint as necessary: all to Architect's approval. - Wall Surfaces	SM	24		
	<u>15mm (minimum) two coat cement, sand (1:3) plaster complete with wire gauze anti-crack mechanism at the intersection of masonry walling and concrete beams as described to:-</u>				
E	Concrete/masonry surfaces	SM	8		
	<u>Painting and Decoration</u>				
	<u>Prepare, Skim and apply Emulsion or universal undercoat followed by two finishing coats of soft satin Emulsion paint in accordance with the manufacturers written instructions and to the satisfaction of the architect to</u>				
F	Plastered concrete/masonry surfaces internally	SM	8		
	Carried to Collection				

Item	Description	Unit	QTY	Rate	Amount
	<p><u>Ceiling finishes</u></p> <p><u>15mm (minimum) two coat cement, sand (1:3) plaster complete with wire gauze anti-crack mechanism at the intersection of masonry walling and concrete beams as described to:-</u></p>				
A	Soffits of Concrete surfaces	SM	12		
	<p><u>Painting and Decoration</u></p> <p><u>Prepare, Skim and apply Emulsion or universal undercoat followed by two finishing coats of soft satin Emulsion paint in accordance with the manufacturers written instructions and to the satisfaction of the architect to</u></p>				
B	Plastered ceilings	SM	12		
	Carried to Collection				

Item	Description	Unit	QTY	Rate	Amount
	COLLECTION				
	Total brought forward from page no:				
	Total brought forward from page no:				
	ELEMENT NO. 7 Carried to				
	INTERNAL FINISHES Main summary				

Item	Description	Unit	QTY	Rate	Amount
ITEM	DESCRIPTION	UNIT	QTY.	RATE (KES)	AMOUNT (KES)
1.0	GUARD HOUSE Internal Plumbing Installations Supply, deliver install, Test and Commission: PP-R (Polypropylene Random Co-polymer) pipes PN 20 and fittings with polyfusion welded joints to (KS ISO 15874 Part 1, 2, 3 & 5) of approved manufacturer. Rates must allow for all Metal/plastic threaded adaptors where required for the connection of sanitary fixtures, valves, sockets, sliding and fixed joints etc. as required in the running lengths of pipework. The pipes shall run in floors and wall chase. The pipes will be pressure tested before the plastering of wall commences and as per the manufacturers recommended testing pressures.				
	Pipe Works				
A	25mm Ø PPR Pipe	LM	6		
B	Ditto 20mm Ø	LM	4		
	Extra Over Pipe Work				
	Elbows/ Bends				
C	25mm Ø Elbows/ Bends	No.	3		
D	Ditto 20mm Ø	No.	2		
	Equal/Unequal Tees				
E	25 x 20 x 25mm	No.	1		
	Reducers				
F	25 x 20mm reducer	No.	2		
	Male/Female brass threaded adaptor				
G	25 x 20mm male/female threaded adaptor	No.	2		
H	25 x 15mm ditto	LM	1		
I	25 x 15mm male threaded bend	LM	1		
Total Carried to Next Page					

Item	Description	Unit	QTY	Rate	Amount
------	-------------	------	-----	------	--------

ITEM	DESCRIPTION	UNIT	QTY.	RATE (KES)	AMOUNT (KES)
	Total from Previous Page				
	Isolating valves				
J	25mm Ø Gate Valve as "Pegler" or Equivalent	No.	1		
	Shut off Angle Valve				
K	Brass plated 1/2" angle valve	No.	3		
	Check Meter				
L	25mm diameter water check meter	No.	1		
	Testing and Commissioning				
M	Allow for pressure testing of the Plumbing installation to the satisfaction of the Engineer including provision of necessary pipe plugs.	Item	1		
	Sub Total for 1				
	TOTAL		1		
Total Cost of Plumbing Installation Guard House					

Item	Description	Unit	QTY	Rate	Amount
2.0	SANITARY FITTINGS AND ACCESSORIES				
	Water Closet (WC) Pan				
A	Close Coupled dual flush Floor Standing Close Coupled WC Bowl complete with seat cover and cistern, WC connector relevant fittings & accessories	No.	1		
	Wash Basin				
B	WHB basin Full pedestal Wash Basin 450x485x230m White Complate with bottle traps, flexible connection hoses and other accessories with cws only tap	No.	1		
	Shower Fittings				
C	Shower fitting c/w 15mm diameter chrome plated stop cork, Instant shower fitting and 1/2" Cobra 211- 15 Star Pillar tap as Pegler or equal and equivalent	No.	1		
	Sub Total for 1				
	TOTAL		1		
Total Cost of Sanitary Fittings & Accessories					-

Item	Description	Unit	QTY	Rate	Amount
ITEM	DESCRIPTION	UNIT	QTY.	RATE (KES)	AMOUNT (KES)
	<u>Foul Drainage</u>				
	Supply, deliver and install UPVC rainwater pipes and PPR pipework to (KS ISO 1452 Part 1, 2, 3, 4 & 5) Heavy gauge soil and waste system.. Allow for all flanges, couplings, nipples, connector joints, fixing clips holder bats etc as required in running length of pipework but not measured.				
	<u>Piping</u>				
A	32mm diameter heavy duty grey uPVC pipe	LM	2		
B	40mm ditto	LM	3		
C	50mm ditto	LM	6		
D	100mm ditto	LM	4		
E	100mm diameter heavy duty pipe	LM	8		
	<u>Extra over uPVC Pipeworks</u>				
F	32mm sweep bend	No.	1		
G	40mm sweep bend	No.	1		
H	50mm sweep bend	No.	2		
I	100mm sweep bend	No.	1		
J	40mm 45° bend	No.	1		
K	50mm Ditto	No.	1		
L	50mm sweep tee	No.	2		
M	40 x 32mm reducer	No.	1		
N	40mm access plug	No.	1		
	Total Carried to Next Page				

Item	Description	Unit	QTY	Rate	Amount
ITEM	DESCRIPTION	UNIT	QTY.	RATE (KES)	AMOUNT (KES)
	Total From Previous Page				
AA	100 x 50mm floor trap set complete with plastic flush grating	No.	2		
	Gulley Trap				
BB	Gully trap comprising of 100mm diameter golden brown uPVC gully piece, 100mm diameter uPVC trap spigot outlet with screws and washers, and 300 x 300mm masonry gully trap chamber with mild steel plate and a heavy duty iron cover.	No.	1		
	Manholes				
CC	Construct manhole/ inspection chamber size 450 x 600 x 750mm deep internally in 200mm stone walls, 150mm concrete bed, water proof plaster, forming drain channels, medium duty cover frame in cast iron with recessed cover with concrete infill and all necessary formwork, excavation and soil disposal.	No.	1		
	Excavations				
DD	Excavate trench for pipe not exceeding 100mm diameter and not exceeding 1.5m deep (average 600mm deep) and make good as before.	LM	8		
EE	Allow for hydrostatic pressure testing of drainage installation including provision of pipe plugs and other required fittings.	Item	1		
Total Cost For Ground Floor Foul Drainage Installation					

Item	Description	Unit	QTY	Rate	Amount
ITEM	DESCRIPTION	UNIT	QTY.	RATE (KES)	AMOUNT (KES)
	Rain Water Drainage				
	Supply, deliver and install UPVC rainwater pipes and PPR pipework. Allow for all flanges, couplings, nipples, connector joints, fixing clips holder bats etc as required in running length of pipework but not measured.				
A	Piping 100mm ditto	LM	6		
	Extra over piping for fittings:-				
B	100mm ditto	No.	2		
C	100mm sweep bend	No.	2		
D	100mm single branch	No.	2		
E	100mm double branch	No.	2		
F	100mm flat roof rain water outlets	No.	1		
Total Cost For Rain Water Drainage Installation					

Item	Description	Unit	QTY	Rate	Amount
ITEM	DESCRIPTION	UNIT	QTY.	RATE (KES)	AMOUNT (KES)
A	<p>ROOF WATER STORAGE TANK</p> <p>Top Tank Deluxe heavy duty rotationally moulded polyethylene cylindrical vertical close end tank of nominal capacity of 1000 Litres and complete with lid and ball valve, float switch. Tanks to be complete with inlet, outlet and overflow connections and tank connectors for the same as described below: -</p> <ul style="list-style-type: none"> - 1 No. 32mm diameter inlet pipe connection - 1 No. 50mm diameter outlet pipe connection - 1 No. 40 mm diameter overflow pipe connection <p>Tank Capacity : 1000 litres</p>	No	1		
Total Cost For Roof Tanks					

Item	Description	Unit	QTY	Rate	Amount
------	-------------	------	-----	------	--------

ITEM	DESCRIPTION	AMOUNT (KES)
	<u>SUMMARY PAGE</u>	
1.0	Total Cost for Internal Plumbing	
3.0	Total Cost for Sanitary Fittings	
6.0	Total Cost For Ground Floor Foul Drainage Installation	
8.0	Total Cost For Rain Water Drainage Installation	
9.0	Total Cost For Roof Tanks	
	Total carried to Mechanical Works Main Summary Page	

Item	Description	Unit	QTY	Rate	Amount
ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
	<u>BILL NO. 5</u>				
	<u>GATE HOUSE & GARBAGE RECEPTACLE</u>				
A.	<u>GUARD HOUSE</u>				
	SUPPLY, DELIVER , INSTALL ,SET TO WORK AND COMMISSION THE FOLLOWING:-				
	LIGHTING POINTS				
5.01	Lighting point completely wired in 3 x 1.5mm ² single core PVC insulated copper cables drawn in 20mm diameter heavy gauge PVC conduits including all accessories for one way switching, but excluding the switch and luminaire.	No.	8.00		
	ii) Ditto as in item No. 5.01 but for two way switching	No.	8.00		
5.02	10A white moulded switch plate as Crabtree, MK Logic, Clipsal E-Series or approved equivalent as follows:-				
	i) 10A one gang one way switch	No.	6.00		
	ii) 10A one gang two way switch	No.	4.00		
5.03	LIGHTING FITTINGS				
	a) Circular shaped surface mounted led luminaire as Phillips Coreline Cat No. WL131V LED12S/840 PSED EL3 WH "Type N"	No.	12.00		
	b) Bulkhead fitting with moulded glass diffuser & Die Cast Aluminium base c/w 16W PL Lamp as Massive Sunderland Cat. No. 71410/01/31 for security lights. "Type B"	No.	4.00		
Total Carried Forward to Next Page					

Item	Description	Unit	QTY	Rate	Amount
ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
	Total B/F from Previous Pg.				
5.04	CCTV points in designaed locations for survailance, comprising of 25mm diameter HG PVC conduits complete with draw wire and the blanking plate. Allow for draw boxes where all the conduits from each security point converge.	No.	6.00		
5.05	300x 300x 100mm deep 16 G galvanized adaptable box.	No.	1.00		
5.06	24A, 240V, 2P DB/CU mounted silent operation contactor for Switching External lights complete with all accessories and as CRABTREE CIK24 or an approved equivalent	No.	1.00		
5.07	Photocell control unit and wired to energize the contactors complete with a D.P override switch as THORN QPK or approved equivalent	No.	1.00		
	POWER AND SOCKET OUTLET POINTS				
5.08	13A SP socket point completely wired in 3 x 2.5mm ² single core PVC insulated copper cables drawn in 25mm diameter heavy gauge PVC conduits including all accessories but excluding the 13A SP switched socket outlet.	No.	1.00		
5.09	Socket Outlet plates i) 13A SP twin switched socket outlet as MK 2536 or equal & approved equivalent.	No.	1.00		
Total Carried Forward to Next Page					

Item	Description	Unit	QTY	Rate	Amount
ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
	Total B/F from Previous Pg.				
	TELEPHONE, DATA AND TV POINTS POINTS				
5.10	Data point comprising of draw wire in 25mm diameter Heavy Gauge PVC conduits including all accessories and blanking plate but excluding the data socket outlet.	No.	1.00		
5.11	6 ways 100A SPN Consumer Unit 'G' complete with 100A SPN integral isolator, but excluding the MCBs ,and as Schneider Electric Acti 9 or approved equivalent.	No.	1.00		
5.12	MCBs for item above as Schneider Electric Acti 9 or approved equivalent				
	i)10 A SP MCB	No.	1.00		
	ii)32 A SP MCB	No.	1.00		
	iii) Blanking plates	No.	4.00		
5.13	Sub-mains circuits for CU 'G' above comprising of 2 core 6mm ² PVC/SWA/PVC cable drawn in 32mm diameter heavy gauge conduits for gate house	LM	35.00		
TOTAL AMOUNT FOR BILL No. 5 GATE HOUSE & GARBAGE RECEPTACLE CARRIED FORWARD TO SUMMARY PAGE					

Item	Description	Unit	QTY	Rate	Amount
ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
	<u>PROPOSED GUARD HOUSE</u>				
	BILL NO.1-BUILDERS WORKS MAIN SUMMARY				
1	Substructures				
2	Reinforced Concrete Frame				
3	Walling				
4	Windows				
5	Doors				
6	External Finishes				
7	Internal Finishes				
8	Mechanical Works				
9	Electrical Works				
	<u>TOTAL FOR 1NO. GUARD HOUSE</u>				
	NO. OF BLOCKS				
	MULTIPLY BY 2.NO OF GUARD HOUSE	X 2			
	<u>TOTAL FOR GUARD HOUSE CARRIED TO GRAND SUMMARY</u>				

GARBAGE RECEPTACLE

Item	Description	Unit	QTY	Rate	Amount
<u>PROPOSED GARBAGE RECEPTACLE</u>					
BILL NO.1-BUILDERS WORKS					
ELEMENT NO 1 - SUBSTRUCTURES (ALL PROVISIONAL)					
<i>Site Clearance</i>					
A	Clear site of all grass, hedges, shrubs, bushes grub up roots, load and remove from site and dispose at designated local authority areas.	SM	112		
B	Excavate average 300mm deep to remove top vegetable soil, load, remove from site and dump in designated local authority dump site.	SM	112		
C	Excavate for Strip foundations depth not exceeding 1.50 metres starting from Reduced ground levels.	CM	68		
D	Ditto to column bases	CM	4		
D	Extra over all type of excavation for excavating in soft rock	CM	7		
E	Ditto excavation in hard rock class I	CM	0		
Disposal of water					
F	Allow for keeping the whole of the excavation free from all spring and running water by pumping or any other such means as may be necessary	Item			
Planking and strutting					
G	Allow for maintaining and upholding the sides of excavations and keeping excavations clear of all fallen materials, rubbish etc	Item			
Carried to collection					

Item	Description	Unit	QTY	Rate	Amount
	<u>Disposal of excavated material</u>				
A	Load, wheel and cart away surplus excavated material to a Local Authority designated dumping site or fill soil heaps as away from site instructed by the Project Engineer.	CM	2		
B	Return, fill and ram selected excavated material around sides of foundations.	CM	70		
	Fillings				
C	Make up levels using approved imported materials: compacted in layers not exceeding 300mm thick with a roller; to the satisfaction of the Structural Engineer.	CM	0		
D	300mm thick hardcore bed: hand packed : compacted in layers not exceeding 150mm thick: to the satisfaction of the Structural Engineer	SM	112		
E	50 mm Stone dust/ Murrum blinding to surfaces of hardcore	SM	112		
	Anti - termite to treatment				
F	Approved anti-termite treatment, with ten-year guarantee, sprayed to surfaces of hardcore strictly in accordance with manufacturer's instructions.	SM	112		
	Damp-proof membrane				
G	1000 gauge polythene or other equal and approved damp-proof membrane, laid over blinded hardcore (measured separately) with 300mm side and end laps (measured nett-allow for laps); 1 No. layer: bedded in and including cement and sand (1:3) mortar	SM	112		
	Concrete Blinding				
	In situ concrete Class 15MPa: vibrated:				
H	50 mm thick blinding under column bases	SM	14		
I	50 mm thick blinding under strip foundations	SM	45		
	In- situ vibrated reinforced concrete Class 25 MPa: in:				
J	Column bases	CM	4		
K	Strip foundations	CM	9		
L	100mm thick surface bed	SM	112		
M	Columns	CM	1		
	Carried to collection				

Item	Description	Unit	QTY	Rate	Amount
	Ribbed reinforcement steel bars to KS 573:2014 : Grade 500 high tensile strength including bends, hooks, tying wire and distance blocks; to S.E's detail (Provisional)				
A	Assorted reinforcement	KGS	812		
	Mesh fabric reinforcement to KS/EAS 412;2 (2019) BRC A142;200 x 200mm, weighing 2.22kg/m² (measured net - no allowance) for laps; in two layers - top & bottom; including bends, tying wire and spacer blocks)				
B	In ground floor slab	SM	112		
	<u>Modular steel frame with steel plates covering formwork and/or marine board formwork: to:</u>				
C	Sides of column bases	SM	17		
D	Sides of Strip foundations	SM	30		
E	Vertical sides to columns	SM	17		
F	Edge of slab not exceeding 150mm girth	LM	43		
	Foundation Walling				
	Natural quarry stone walling with a minimum of 7.0 N/mm² bedded and jointed in cement and sand (1:4) mortar, reinforced with and including 25 x 3 mm thick hoop iron strips at every alternate course as described in;				
G	200mm thick walls in foundations	SM	98		
	<u>Pavings</u>				
H	Supply and lay 600 x 600 x 50mm reinforced concrete precast paving slabs around the building including laying, spreading and compacting 100mm thick approved sand bed blinding, on and including 150mm thick compacted hardcore to Engineer's approval.	SM	45		
	<u>Plinth</u>				
	<u>25mm Thick cement and sand (1:4) rendering on concrete or masonry ; wood float finished; to</u>				
J	Plinths externally	SM	30		
	Two coats black bitumastic paint on:				
K	Rendered surfaces	SM	30		
	Carried to collection				
	COLLECTION				
	Total brought forward from page no:				
	Total brought forward from page no:				
	Total brought forward from page no:				
	<u>ELEMENT NO. 1</u>	Carried to			
	<u>SUBSTRUCTURES</u>	Main summary			

Item	Description	Unit	QTY	Rate	Amount
<u>PROPOSED GARBAGE RECEPTACLE</u>					
BILL NO.1-BUILDERS WORKS					
ELEMENT No 2 - R.C FRAME					
In- situ vibrated reinforced concrete Class 25 MPa: in:					
A	Columns	CM	1		
B	Beams	CM	5		
Ribbed reinforcement steel bars to KS 573:2014 : Grade 500 high tensile strength including bends, hooks, tying wire and distance blocks; to S.E's detail (Provisional)					
C	Assorted reinforcement <i>Modular steel frame with steel plates covering formwork and/or marine board formwork: to</i>	Kg	783		
D	Sides of columns	SM	27		
E	Sides and soffites of beams	SM	45		
	<u>ELEMENT NO. 2</u> <u>R.C FRAME</u>				
Carried to Main summary					

Item	Description	Unit	QTY	Rate	Amount
<u>PROPOSED GARBAGE RECEPTACLE</u>					
BILL NO.1-BUILDERS WORKS					
ELEMENT No 3-WALLING					
<u>WALLING</u>					
<u>External Walling</u>					
<i>Machine cut quarry stone walling with a minimum of 7.0 N/mm² average compressive strength; bedded and jointed in cement and sand (1:4) mortar, reinforced with and including 25 x 3 mm thick hoop iron strips at every alternate course as described in;</i>					
A	200mm thick walling Externally	SM	97		
<u>Internal Walling</u>					
<i>Machine cut quarry stone walling with a minimum of 7.0 N/mm² average compressive strength; bedded and jointed in cement and sand (1:4) mortar, reinforced with and including 25 x 3 mm thick hoop iron strips at every alternate course as described in;</i>					
B	200mm thick walling Internally	SM	70		
C	Approved hessian based damp proof course to 200mm thick walling in cement/sand mortar	LM	75		
<u>ELEMENT NO. 3</u>		Carried to			
<u>WALLING</u>		Main summary			

Item	Description	Unit	QTY	Rate	Amount
A	<p style="text-align: center;"><u>PROPOSED GARBAGE RECEPTACLE</u></p> <p style="text-align: center;">BILL NO.1-BUILDERS WORKS</p> <p>ELEMENT NO 4-ROOF</p> <p>IT5 roofing sheets on steel trusses (m/s) with approved galvanised hook bolts, nuts and washers including side and end laps fixed to and including 100x50x4mm rafters spaced at 900mm c/c with 50x50x3mm SHS purlins at 600x600mm c/c with and including all welded and bolted connections : delivery to site and erection with and including one shop coat red oxide, zinc chromate or similar approved primer: complete to manufacturer's specifications</p>	SM	101		
	<p><u>ELEMENT NO. 4</u> ROOF</p>				

Item	Description	Unit	QTY	Rate	Amount
<u>PROPOSED GARBAGE RECEPTACLE</u> BILL NO.1-BUILDERS WORKS ELEMENT NO 5-DOORS <u>External Doors</u> <u>Steel Casement Door</u> Heavy gauge double steel louvered door, all primed with red oxide and spray painted 2 coats eggshell gloss paint; complete with hinges, stays, fasteners and necessary seremetals assembled and fixed to opening including cutting and pinning lugs to concrete or block work sorroung and bedding frame in cement and sand mortar (1:3).					
A	Double leaf door size 1600 x 2100mm high	NO	2		
B	Ditto overall Size 1200 x 2400mm high	NO	4		
	<u>ELEMENT NO. 5</u> <u>DOORS</u> Carried to Main summary				

Item	Description	Unit	QTY	Rate	Amount
<u>PROPOSED GARBAGE RECEPTACLE</u>					
BILL NO.1-BUILDERS WORKS					
ELEMENT NO 6 - EXTERNAL FINISHES					
EXTERNAL WALL FINISHES					
External Render					
<i>Cement and sand (1:3) render:wood floated: on concrete or blockwork: to</i>					
A	15mm thick to beams, Columns, Slab Moulds and walling externally	SM	23		
B	Extra over horizontal and vertical pointing in 10mm thick rod in cement and sand mix (1:3) mortar including one coat Bituminous paint	LM	97		
External Painting					
<i>Prepare and apply one coat Alkali Resistant primer followed by two coats of silicon exterior Emulsion paint in accordance with the manufacturers written instructions and to the satisfaction of the architect to</i>					
C	Concrete/masonry surfaces externally-Beam, Column and Slab Moulds	SM	23		
<u>ELEMENT NO. 6</u>		Carried to			
EXTERNAL FINISHES		Main summary			

Item	Description	Unit	QTY	Rate	Amount
<u>PROPOSED GARBAGE RECEPTACLE</u>					
BILL NO.1-BUILDERS WORKS					
ELEMENT NO 7 - INTERNAL FINISHES					
<u>Internal Wall Finishes</u>					
<i>Cement and sand (1:4) backings</i>					
A	32mm Thick coloured cement sand screed mix 1:3 finished to approval	SM	98		
<i>15mm (minimum) two coat cement, sand (1:3) plaster complete with wire gauze anti-crack mechanism at the intersection of masonry walling and concrete beams as described to:-</i>					
B	Concrete/masonry surfaces	SM	237		
<u>Floor Finishes</u>					
<i>Cement and sand (1:3) screeds, backings, beds etc</i>					
C	32mm Thick coloured cement sand screed mix 1:3 finished with red oxide to approval	SM	98		
<u>ELEMENT NO. 7</u> Carried to					
INTERNAL FINISHES Main summary					-

Item	Description	Unit	QTY	Rate	Amount
ITEM	DESCRIPTION	UNIT	QTY.	RATE (KES)	AMOUNT (KES)
1.0	GARBAGE RECEPTACLE				
	<u>Internal Plumbing Installations</u>				
	Supply, deliver install, Test and Commission: PP-R (Polypropylene Random Co-polymer) pipes PN 20 and fittings with polyfusion welded joints to (KS ISO 15874 Part 1, 2, 3 & 5) of approved manufacturer. Rates must allow for all Metal/plastic threaded adaptors where required for the connection of sanitary fixtures, valves, sockets, sliding and fixed joints etc. as required in the running lengths of pipework. The pipes shall run in floors and wall chase. The pipes will be pressure tested before the plastering of wall commences and as per the manufacturers recommended testing pressures.				
	Pipe Works				
A	25mm Ø PPR Pipe	LM	2		
B	Ditto 20mm Ø	LM	2		
	Extra Over Pipe Work				
	Elbows/ Bends				
C	25mm Ø Elbows/ Bends	No.	3		
D	Ditto 20mm Ø	No.	2		
	Equal/Unequal Tees				
E	25 x 20 x 25mm	No.	1		
	Reducers				
F	25 x 20mm reducer	No.	2		
	Male/Female brass threaded adaptor				
G	25 x 20mm male/female threaded adaptor	No.	2		
H	25 x 15mm ditto	LM	1		
I	25 x 15mm male threaded bend	LM	1		
Total Carried to Next Page					

Item	Description	Unit	QTY	Rate	Amount
ITEM	DESCRIPTION	UNIT	QTY.	RATE (KES)	AMOUNT (KES)
	Total from Previous Page				
J	Isolating valves 25mm Ø Gate Valve as "Pegler" or Equivalent	No.	1		
L	Testing and Commissioning Allow for pressure testing of the Plumbing installation to the satisfaction of the Engineer including provision of necessary pipe plugs.	Item	1		
	Sub Total				
	TOTAL		1		
Total Cost of Plumbing Installation Guard House					

Item	Description	Unit	QTY	Rate	Amount
ITEM	DESCRIPTION	UNIT	QTY.	RATE (KES)	AMOUNT (KES)
	<u>Foul Drainage</u>				
	Supply, deliver and install UPVC rainwater pipes and PPR pipework to (KS ISO 1452 Part 1, 2, 3, 4 & 5) Heavy gauge soil and waste system.. Allow for all flanges, couplings, nipples, connector joints, fixing clips holder bats etc as required in running length of pipework but not measured.				
	<u>Piping</u>				
A	50mm ditto	LM	6		
B	100mm ditto	LM	4		
C	100mm diameter heavy duty pipe	LM	4		
	<u>Extra over uPVC Pipeworks</u>				
D	50mm sweep bend	No.	2		
E	100mm sweep bend	No.	1		
Total Carried to Next Page					

Item	Description	Unit	QTY	Rate	Amount
ITEM	DESCRIPTION	UNIT	QTY.	RATE (KES)	AMOUNT (KES)
	Total From Previous Page				
EE	Gulley Trap Gully trap comprising of 100mm diameter golden brown uPVC gully piece, 100mm diameter uPVC trap spigot outlet with screws and washers, and 300 x 300mm masonry gully trap chamber with mild steel plate and a heavy duty iron cover.	No.	1		
GG	Manholes Construct manhole/ inspection chamber size 450 x 600 x 750mm deep internally in 200mm stone walls, 150mm concrete bed, water proof plaster, forming drain channels, medium duty cover frame in cast iron with recessed cover with concrete infill and all necessary formwork, excavation and soil disposal.	No.	1		
HH	Excavations Excavate trench for pipe not exceeding 100mm diameter and not exceeding 1.5m deep (average 600mm deep) and make good as before.	LM	4		
Total Cost For Ground Floor Foul Drainage Installation					

Item	Description	Unit	QTY	Rate	Amount
ITEM	DESCRIPTION	UNIT	QTY.	RATE (KES)	AMOUNT (KES)
	Rain Water Drainage				
	Supply, deliver and install UPVC rainwater pipes and PPR pipework. Allow for all flanges, couplings, nipples, connector joints, fixing clips holder bats etc as required in running length of pipework but not measured.				
A	Piping 100mm ditto	LM	6		
	Extra over piping for fittings:-				
B	100mm ditto	No.	2		
C	100mm sweep bend	No.	2		
D	100mm single branch	No.	2		
E	100mm double branch	No.	2		
F	100mm flat roof rain water outlets	No.	1		
Total Cost For Rain Water Drainage Installation					

Item	Description	Unit	QTY	Rate	Amount
ITEM	DESCRIPTION	UNIT	QTY.	RATE (KES)	AMOUNT (KES)
	<p>ROOF WATER STORAGE TANK</p> <p>Top Tank Deluxe heavy duty rotationally moulded polyethylene cylindrical vertical close end tank of nominal capacity of 1000 Litres and complete with lid and ball valve, float switch.</p> <p>Tanks to be complete with inlet, outlet and overflow connections and tank connectors for the same as described below: -</p> <ul style="list-style-type: none"> - 1 No. 32mm diameter inlet pipe connection - 1 No. 50mm diameter outlet pipe connection - 1 No. 40 mm diameter overflow pipe connection 				
A	Tank Capacity : 500 litres	No	1		
Total Cost For Roof Tanks					

Item	Description	Unit	QTY	Rate	Amount
ITEM	DESCRIPTION				AMOUNT (KES)
<u>SUMMARY PAGE</u>					
1.0	Total Cost for Internal Plumbing				
2.0	Total Cost For Ground Floor Foul Drainage Installation				
3.0	Total Cost For Rain Water Drainage Installation				
4.0	Total Cost For Roof Tanks				
Total for Mechanical Works Carried to Main Summary Page					

Item	Description	Unit	QTY	Rate	Amount
ITEM	DESCRIPTION				AMOUNT (KES)
	BILL NO.1-BUILDERS WORKS MAIN SUMMARY				
1	Substructures				
2	Reinforced Concrete Frame				
3	Walling				
4	Roof				
5	Doors				
6	External Finishes				
7	Internal Finishes				
8	Mechanical Works				
	<u>TOTAL FOR 1NO. GARBAGE RECEPTACLES</u>				
	NO. OF BLOCKS				
	MULTIPLY BY 4.NO OF RECEPTACLES				
		X 5			
	<u>TOTAL FOR GARBAGE RECEPTACLES CARRIED TO GRAND SUMMARY</u>				

BOUNDARY WALL

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>BOUNDARY WALL</u>				
	<u>ELEMENT NO.1</u>				
	<u>SUBSTRUCTURES</u>				
	<u>(ALL PROVISIONAL)</u>				
	<u>Siteworks and Excavations</u>				
A	Clear site of all grass, hedges, shrubs, bushes including grubbing up of roots, cart away arising debris and burn them.	SM	1500		
	<u>Excavations</u>				
B	Excavate for Strip foundations depth not exceeding 1.50 metres starting groundlevel	CM	1070		
C	Ditto to column base	CM	1167		
E	Extra over excavation for excavating in soft rock	CM	224		
F	Extra over excavation for excavating in Hard rock class type 1	CM	224		
	<u>Disposal of water</u>				
G	Allow an item for keeping all excavations free from all spring and running water by pumping or any other such means.	ITEM	1		
	<u>Planking and strutting</u>				
H	Allow an item for maintaining and upholding the sides of excavations and keeping excavations clear of all fallen materials.	ITEM	1		
	Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SUBSTRUCTURES-(CONTINUED)</u>				
	Disposal of excavated materials				
A	Return, fill and ram selected excavated material around foundations.	CM	1903		
B	Load,wheel and cart away surplus excavated material away from site	CM	333		
	In situ concrete Class 15MPa: vibrated:				
C	50mm Thick blinding to strip foundation	SM	620		
D	Ditto to column bases	SM	778		
	In- situ vibrated reinforced concrete Class 20 MPa: in:				
E	Strip footing	CM	87		
F	Ditto to column bases	CM	233		
G	Columns	CM	68		
H	Ground beams	CM	135		
	Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SUBSTRUCTURES-(CONTINUED)</u>				
	Modular steel frame with steel plates covering formwork and/or marine board formwork: to:				
A	Sides of strip footing	SM	289		
B	Ditto colum bases	SM	933		
C	Ditto colums	SM	793		
D	Ditto ground beams	SM	1350		
	Ribbed reinforcement steel bars to KS 573:2014 : Grade 500 high tensile strengthincluding bends, hooks, tying wire and distance blocks; to S.E's detail (Provisional)				
E	Assorted Reinforcement (8 - 16mm bars)	KG	33420		
	Foundation Wall				
	Natural quarry stones rough dressed with a minimum compressive strength of 7.0N/mm² ;bedded and jointed in cement and sand(1:4) mortar;reinforcced with 25 x 3mm thick iron strips at alternate courses.				
E	200mm Thick walling	SM	1679		
	Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>COLLECTION</u>				
	FROM PAGE BW/1				
	FROM PAGE BW/2				
	FROM PAGE BW/3				
	TOTAL FOR ELEMENT NO. 1 CARRIED TO (SUBSTRUCTURES) SUMMARY	KSHS			

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 2</u>				
	<u>REINFORCED CONCRETE SUPERSTRUCTURE</u>				
	In- situ vibrated reinforced concrete Class 20 MPa: in:				
A	Columns	CM	140		
B	Ring Beam	CM	0		
	Modular steel frame with steel plates covering formwork and/or marine board formwork: to:				
C	Vertical sides of columns	SM	2053		
D	Vertical sides of ring beams	SM	0		
	<u>Ribbed reinforcement steel bars to KS 573:2014 : Grade 500 high tensile strength including bends, hooks, tying wire and distance blocks; to S.E's detail (Provisional)</u>				
E	Assorted Reinforcement (8 - 16mm bars)	KG	27017		
	TOTAL FOR ELEMENT NO. 2 CARRIED TO				
	(REINFORCED CONCRETE) SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 3</u>				
	<u>WALLING</u>				
	<u>Machine cut quarry stone walling with a minimum of 7.0 N/mm² average compressive strength to B.S 5390;bedded and jointed in cement and sand (1:4) mortar, reinforced with and including 25 x 3 mm thick hoop iron strips at every alternate course as described in;</u>				
A	200mm Thick walling	SM	1734		
	Precast concrete class 20/20 coping as described in;				
B	600 x 350 wide x 100mm thick insitu cast reinforced concrete coping, throated and weathered and jointing to columns with cement sand 1:4 mortar	NO	778		
C	Ditto 300 x 100mm concrete coping to walls twice weathered and throated;	LM	1267		
	TOTAL FOR ELEMENT NO. 3 CARRIED TO (WALLING) SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 4</u>				
	<u>EXTERNAL FINISHES</u>				
A	Extra over walling for smooth chisel dressing with flush pointed vertical joints and recessed horizontal joints 10 mm rod in cement and sand mix (1:3) mortar including one coat of Bituminous paint <u>15mm (minimum) two coat lime plaster complete with wire gauze anti-crack mechanism at the intersection of masonry walling and concrete beams as described to:-</u>	SM	3467		
B	Columns	SM	1053		
C	Ring beam	SM	1350		
	GATES				
	Mild steel sections as described in;				
D	6000mm wide x 2400mm high double gate comprising of 50x50x3mm RHS framing and middle rail 50x25x3mm RHS Vertical infill members at 225mm centres; priming with red oxide primer; purpose made ironmongery; all necessary lugs and grouting as per details (all with roller at the ground)	NO	2		
E	Ditto pedestrian gate size 900x1800 ditto Green Fencing with Chainlink	NO	2		
F	2400mm High chainlink fencing : comprising 16 gauge chainlink fixed to and including precast concrete posts :holes for and including 8No strands 16 gauge galvanised barbed wire : 16 gauge high tensile galvanised straining vertical wire at 250 centres : 700 x 600 x 650mm deep plain concrete (class 20) base at 3000mm centres : strutting posts : including planting and maintenace to maturity of bouganvillea shrubs along the fenceline; all necessary excavations and disposal	LM	0		
	TOTAL FOR ELEMENT NO. 4 CARRIED TO (EXTERNAL FINISHES) SUMMARY				

ITEM	DESCRIPTION				AMOUNT
<u>SECTION SUMMARY - BOUNDARY WALL</u>					
1	SUBSTRUCTURES FROM PAGE.....	BW/4			
2	R.C. SUPERSTRUCTURE FROM PAGE.....	BW/5			
3	WALLING FROM PAGE.....	BW/6			
4	EXTERNAL FINISHES FROM PAGE.....	BW/7			
TOTAL FOR BOUNDARY WALL CARRIED TO GRAND SUMMARY					

CIVIL WORKS (ROADS)

MARIGUINI SHP SITE - CIVIL WORKS					
BILL No 1: Preliminary and General Items					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE (KSH)	AMOUNT (KSH)
1.01	Allow Provisional sum of Kenya shillings (KSh 500,000/=) for materials testing as instructed by the Engineer.	Prov. Sum	1		
1.02	Extra Over on Item 1.01 for Contractors overheads and profits	%	10		
BILL 1 TOTAL CARRIED TO SUMMARY PAGE					
BILL No 4: Site Clearance and Topsoil Stripping					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE (KShs)	AMOUNT (KShs)
4.01	Clear site including removal of trees (girth less than 300 mm), hedges, bushes and other vegetation and other deleterious materials, grub up roots and backfilling of holes left by removal of stumps and roots in accordance with the Specifications, as shown on the drawings and as instructed by Engineer.	ha	0.94		
4.02	Removal of top soil to a maximum depth of 200 mm including excavation, loading and disposal	m3	1,870.00		
4.03	Cutting of trees of all girth above 300 mm including cutting of trunks, branches, uprooting and removal of all materials and stacking within the Right of Way and complete with filling of depressions/pits by earth including liaison with concerned authorities for obtaining permissions.				
	(i) Girth from 300 mm to 600 mm	N _e	10		
	(ii) Girth above 600 mm but up to 900 mm	N _e	10		
	(iii) Girth above 900 mm but up to 1800 mm	N _e	10		
4.04	Transpotation of the existing trees of girth above 600 mm girth as instructed by Engineer, including shifting of the tree and storing at locations as instructed by the Engineer.	N _e	40		
Total of Bill No 4 (Carried Forward to Summary					

BILL № 5: Earthworks					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE (KShs)	AMOUNT (KShs)
	No separate payments shall be made for the overhaul of the material and the cost of such haulage shall be included in the rates and or prices.				
5.01	Cut to spoil in soft material	m3	5,559		
5.02	As Item 5.01 but in hard material	m3	1,058		
5.03	Provide, spread, water, process and compact 300 mm improved subgrade to 100% MDD (AASHTO T99) in two layers of 150 mm thickness.	m3	1,720		
5.04	Provide and compact soft material as fill material as shown in the drawing and as directed by the Engineer	m3	3,742		
5.05	Provide and fill in hard material as shown in the drawing and as directed by the Engineer.	m3	898		
5.06	Provide, Spread and compact rockfill in swampy areas	m3	50		
Total of Bill № 5 (Carried Forward to Summary)					

BILL № 8: Culvert and Drainage Works					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE (KShs)	AMOUNT (KShs)
	No separate payment shall be made for the haulage of surplus or unsuitable excavated material and the cost of such haulage shall be included in the rates and/or prices				
8.01	Excavate in soft material for pipe culverts, subsoil drains, headwalls, wing walls, aprons, toe walls, drop inlets, mitre drains, catch water drains and median drains including support of trench sides, backfilling and compacting as specified or as instructed by the Engineer.	m3	968		
8.02	As Item 8.01 but in hard material (any method)	m3	415		
8.03	Allow for hacking in existing concrete drain for junction connections	m3	20		
8.04	Allow for perforation and connecting to the existing drain including stoppage of inflowing water (hole approximately 600 wide x 800 high x 250 thick)	no.	20		
8.05	Excavate/ desilt, grade to shape inlets outfalls, side drains to free flow conditions including cart to spoil any excess grass debris and soils as and where directed by the Engineer.	m3	20		
8.06	Provide, lay and joint 450 mm Internal Diameter (I. D.) Reinforced Cement Concrete pipes. The rate to include backfilling and compaction to drain formation level	m	86		
8.07	Ditto item 8.06 above but 600mm I.D. Reinforced Cement Concrete pipes	m	302		
8.08	Ditto item 8.06 above but 900mm I.D. Reinforced Cement Concrete pipes	m	43		
8.09	Provide place and compact class 25/20 concrete to headwalls, wingwalls, aprons and toe walls to pipe culverts.	m3	60		
8.10	Provide place and compact 150mm class 15/20 concrete to beds and surround to 450mm diameter pipes (0.4059m3/m)	m3	35		
8.11	Ditto item 8.11 above but 600mm I.D. Reinforced Cement Concrete pipes (0.5259m3/m)	m3	159		
8.12	Ditto item 8.11 above but 900mm I.D. Reinforced Cement Concrete pipes (0.8118m3/m)	m3	35		
8.13	Allow for in-situ lining with concrete Class 20/20 on outfall drains through built-up areas and limit of works areas and access roads	m3	10		
8.14	Provide and joint 450mm diameter precast concrete invert block drain (IBD) channels with two double side precast side slabs of 600x225x75mm as lining for side drain including bedding and backfilling with selected material as directed by the Engineer.	m	0		
8.15	Extra Over for precast side slabs of 600x225x75mm.	m	0		
8.16	Provide all materials lay and joint shallow IBD as directed by the Engineer to form mitre drains. Rate to include provision of 100mm well compacted bed and jointed by 1:3 cement mortar	m	1,152		
8.16	Provide and lay 150mm thick grouted stone pitching with ratio 1:4 cement to Mortar, on culvert inlets and outlets and where directed by the Engineer.	m2	100		
8.17	Concrete class 20/20 for side closed drains, including formwork and steel reinforcements as directed by the Engineer	m	0		
8.18	Provide all materials and construct standard untrapped gully pot in concrete class 20/20 reinforced with BRC A142 and with 350x500mm polyresin frames and covers conforming with standard specifications	no.	29		
8.19	Provide and place A142 fabric Mesh reinforcement or equivalent for wing walls, head walls, aprons, toe, inlets and outlets as directed by the Engineer	m2	20		
8.20	Excavate in soft material for service ducts including support of trench sides, backfilling and compacting as specified or as instructed by the Engineer.	m3	7		
8.21	As Item 8.20 but in hard material (any method)	m3	3		
8.22	Provide and lay 450 Dia service ducts of length 10 m each as per the drawings and as instructed by the Engineer	No.	1		
Total of Bill № 8 (Carried Forward to Summary)					

BILL № 12: Natural Material for Sub-base and Base					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE (KShs)	AMOUNT (KShs)
	Measurements and payment by method 'A' as defined in the standard specifications. No separate payments shall be made for the overhaul of material and the cost of such haulage shall be included in the rates and or prices				
12.01	Provide, place, water and compact Natural Gravel Material to 95% MDD (AASHTO T180) of sub base quality for base for the walkways of thickness 100mm and on the carriageway and parking to a consolidated thickness of not more than 300mm as shown in the drawings and as instructed by the Engineer	m3	2,400.00		
12.02	Prepare surface provide, place, handpack (150mm in two layers) and compact quarry chips (natural blue stone) to refusal densities on the carriageway and parking as directed by the Engineer.	m3	2,400.00		
	Total of Bill № 12 (Carried Forward to Summary)				
BILL № 17: Concrete Works					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE (KSH)	AMOUNT (KSH)
17	CONCRETE				
17.01	Provide and fix on the carriageway and parking interlocking concrete paved unishaped blocks (monolithic single layer precast concrete blocks) of any specified colour/size & shape, with approved pattern of 60 mm thick having average crushing strength of 50 N/mm2 on average thickness of 50 mm complete with uniformly graded river sand cushioning properly compacted with a mechanical compactor to required level, grade and camber as instructed by Engineer. Rate to include bedding sand and that to fill the joints, ties and edge restraints	m2	5,292		
17.01B	Extra over item 17.01 for laying blocks at speed bumps	m2	0		
17.02	Ditto item 17.01 above but for 60mm heavy duty blocks at the walkway	m2	4,062		
17.03	Provide, lay in place and joint 600x600x50mm well cured paving slabs on 50mm well compacted sand/quarry dust bed to footpaths/islands as stipulated in the special Specifications.	m2	0		
BILL 17 TOTAL CARRIED TO SUMMARY PAGE					

BILL № 20: Road Furniture					
ITEM	DESCRIPTION	UNIT	QUANTITY	RATE (KShs)	AMOUNT (KShs)
20A	Road Marking and Road Signs				
	Road Marking				
20A.01	Provide and lay hot applied thermoplastic road marking compound in approved colour and shade (ASTM 9) for road marking on bituminous surface on centerline, 100 mm, edge line 150 mm wide 3.0 mm thick, using fully automatic extrusion machine and using pre-melter for melting thermoplastic material including cleaning the surface of all dirt, dust, and other foreign matter, complete with demarcation at site/pre-marking, finishing and managing the traffic movements. Marking to be done as per the specifications, detailed drawings and as instructed by the Engineer.				
	(i) For lane marking (broken lines) with white paint, 100 mm wide	m2	96		
	(ii) For lane marking with yellow paint, 100mm wide	m2	990		
	(iii) For raised kerb lines with black paint, 150 mm wide	m2	144		
20A.03	Provide and lay hot applied thermoplastic road marking compound in approved colour and shade (ASTM 9) for road marking on bituminous road surface on pedestrian crossings, chevrons, directional arrows, give way and stop lines mm thick using fully automatic extrusion machine and using pre-melter for melting thermoplastic. Material, including dispensing drop on glass beads of approved make and as per BS 6088 at the rate of 250g/m ² including cleaning the surface of all dirt, dust, and other foreign matter, complete with demarcation at site/ pre-marking, finishing and managing the traffic control. Marking to be done as per the specifications, drawings and as instructed by the Engineer.	m2	300		
20B	Other Road Furniture				
20B.01	Provide, lay and Joint complete with hauncing as shown on the drawings and as instructed by the Engineer				
	(i) Raised Kerbs	m	1,092		
	(ii) Flush Kerbs	m	100		
20B.02	Provide, lay and Joint complete with hauncing as shown on the drawings and as instructed by the Engineer 100 x 125 mm channels for the walkways and shallow drains	m	5,412		
	Total of Bill № 20 (Carried Forward to Summary)				

SUMMARY

BILL	DESCRIPTION	AMOUNT
1	Preliminary and General Items	
4	Site Clearance and Topsoil Stripping	
5	Earthworks	
8	Culverts and Drainage Works	
12	Natural Material for Sub-base and Base	
17	Concrete Works	
20	Road Furniture	
	TOTAL CARRIED TO SUMMARY	

BASKET BALL PITCH

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
<u>PROPOSED APARTMENTS FOR SOCIAL HOUSING PROGRAM (BASKET BALL PITCH)</u>					
Oversite Excavation					
A	Clear site of all grass, hedges, shrubs, bushes grub up roots, load and remove from site and dispose at designated local authority areas.	SM	628		
B	Excavate average 200mm deep to remove top vegetable soil, load, remove from site and dump in designated local authority dump site.	SM	628		
C	Excavate to reduced levels in varying depths not exceeding 1.5m deep from existing ground levels.	CM	377		
D	Load and cart away excess excavated materials as directed on site.	CM	377		
TOTAL FOR EXCAVATIONS CARRIED TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>ELEMENT NO. 2 - BASKET BALL COURT (All provisional)</p> <p>Sub-Grade</p> <p>A Roll and compact subgrade formation to achieve 98% modified proctors MDD including grading to falls and crossfalls</p> <p>B Imported and approved murrum backfill materials to make up levels, well watered, rolled and compacted to 98% MDD at optimum moisture content in layers not exceeding 150mm Thick to Engineer's approval</p> <p>Sub-Base</p> <p>C 150mm thick Compacted gravel 3.5mm in sub-base laid at a slope of 1% well watered and compacted to 98% MDD at optimum moisture content in layers each of 150mm Thick to Engineer's approval</p> <p>FINISHINGS</p> <p>D ASPHALT FINISH</p> <p>Prepare surface and spray MC-30 as a prime coat cutback bitumen at a rate of 0.8 -1.0 lt/m² as prime coat.</p> <p>E Prepare primed surfaces, provide and spray K1-60 bitumen emulsion as tack coat at a spray rate of 0.8 -1.0 lt/m² as directed by Engineer.</p> <p>F 75mm thick Asphalt concrete for surfacing</p> <p>Channels</p> <p>G Provide, lay and joint Channel, 125x150mm flush channel block, laid on and including 450x100mm concrete (1:3:6) bed and 100x200mm haunching behind including any necessary formwork and disposal of surplus material as directed.</p>	<p>SM</p> <p>CM</p> <p>SM</p> <p>SM</p> <p>SM</p> <p>SM</p> <p>LM</p>	<p>628</p> <p>377</p> <p>628</p> <p>628</p> <p>628</p> <p>628</p> <p>104</p>		
	<p>TOTAL FOR BASKET BALL COURTS CARRIED TO SUMMARY</p>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<p>ELEMENT NO. 3 - WATER DRAINAGE AROUND THE PITCH</p> <p>FRENCH DRAIN</p> <p>Oversite Excavation (All excavations Measured Net)</p> <p>Excavate for French Drain average depth not exceeding 1500mm Deep, uphold the sides of excavation, keep excavations free from water, trim and compact the bottom of excavation to level and cart away the resultant excavated materials as directed on site as described in:</p> <p>A Main-drain CM 94</p> <p>B Ditto to Sub-drain CM 91</p> <p>Mass concrete (class 15/20) in;</p> <p>50mm Thick Class 15/20 mass concrete blinding to bottom of trenches to receive drain pipe as described in:</p> <p>C Main-drain SM 30</p> <p><u>Underground Drain Pipe.</u></p> <p>D Supply, lay including necessary jointing and connections approved HDPE Perforated Pipe all to approval as decribed in:</p> <p>E 200mm Diameter main drain. LM 34</p> <p><u>Hesian Filter Fabric</u></p> <p>F Supply and lay approved hesian Filter Fabric to french drains girth 600mm wide. LM 34</p> <p>G Ditto girth 300mm wide. LM 20</p>				
	Carried to collection				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
Drain Fillings.					
A	Approved imported hardcore fillings over perforated underground pipe in main drain.	CM	9		
B	Ditto above formation level on subdrains.	CM	5		
C	Supply and place approved 200mm graded aggregates ballast fillings over perforated underground pipe in main drain.	CM	9		
D	Ditto above formation level on subdrains.	CM	5		
E	Supply and place approved sand fillings over perforated underground pipe in main drain.	CM	9		
F	Ditto above formation level on subdrains.	CM	5		
Inspection chambers					
G	Construct 600 wide x 600 mm long x 1500 mm deep (internal dimensions) storm water manhole, comprising 150 mm thick concrete class 20 bed, 200 mm thick natural stonewalling in cement and sand (1:3) mortar, 150 mm thick concrete class 20 cover slab with requisite reinforcement, 450x 600 mm heavy duty cast iron cover and frame bedded in cement and sand (1:3) mortar; internally plastered & screeded in 15 mm thick lime plaster; 100 mm thick concrete class 20 benching; complete with necessary excavation, formwork and 2No. connections to pipes not exceeding 200 mm diameter(pipe m/s)	NO.	1		
<u>Carried to Collection</u>					
Collection: Brought forward from page BP/3 Brought forward from page Above					
<u>TOTAL FOR WATER DRAINAGE AROUND THE PITCH CARRIED TO SUMMARY</u>					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 4 - TERRACES (All provisional)				
	Excavations.				
	<u>Oversite Excavations.</u>				
A	Excavate oversite average 200mm thick and collect the soil and cart away from site as directed.	SM	200		
	<u>Excavation for foundations.</u>				
B	Excavate for strip foundation starting from reduced level and not exceeding 1.50m deep	CM	90		
C	Ditto exceeding 1.5m deep but not exceeding 3.0m deep.	CM	90		
D	Extra over for excavation in soft rock.	CM	18		
	<u>Disposal of excavated materials</u>				
E	Return fill and ram selected excavated materials around foundations.	CM	148		
F	Load, wheel and cart away surplus excavated material to a Local Authority designated dumping site or fill soil heaps as away from site instructed by the Project Engineer.	CM	32		
	<u>Planking and Water exclusion</u>				
G	Allow for planking and strutting to uphold sides of excavations	ITEM			
H	Ditto but keeping all excavations free from running or underground water by pumping or pailing	ITEM			
	<u>Concrete works</u>				
	<u>Insitu concrete class 15/20 mm aggregates: vibrated:</u>				
I	50mm thick blinding under strip footing and column bases	SM	100		
	<u>Carried to Collection</u>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	In- situ vibrated reinforced concrete Class 25 (20mm aggregates): in:				
A	Strip footing	CM	20		
B	Columns	CM	7		
C	Steps	CM	1		
D	Cast insitu coping	Lm	100		
	Ribbed reinforcement steel bars to BS4449: 2005: Grade 500 high tensile strength including bends, hooks, tying wire and distance blocks; to S.E's detail (Provisional)				
E	Assorted Reinforcement	KG	3,120		
	<u>Modular steel frame with 5mm thick steel plates covering formwork and/or marine board formwork: to:</u>				
F	Sides of strip foundation.	Sm	40		
G	Sides of columns.	Sm	48		
H	Sides and soffits of Coping beams	SM	80		
	Foundation Walling.				
I	<i>Natural quarry stones rough dressed; bedded in and including cement and sand (1:4) mortar; reinforced with and including 45 mm wide hoop iron gauge in alternate courses: in:</i>				
J	200mm thick walling	SM	200		
	TERRACE WALLING				
	Machine cut quarry stone walling with a minimum of 7.0 N/mm² average compressive strength to B.S 5390; bedded and jointed in cement and sand (1:4) mortar, reinforced with and including 25 x 3 mm thick hoop iron strips at every alternate course as described in;				
K	200mm thick walling	SM	108		
	<u>Carried to Collection</u>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	<p>Keying Finish to exposed wall surfaces.</p> <p>Extra over horizontal and vertical pointing in 10mm thick rod in cement and sand mix (1:3) mortar including one coat Bituminous paint</p>	SM	216		
B	<p>Weep Holes.</p> <p>Supply and fix 150mm UPVC pipe 250mm long as weep holes across 200mm thick wall with and including all necessary chasing and finish all around them.</p>	NO	10		
C	<p>Fillings</p> <p>Imported and approved murram backfill materials as infill to terraces walls, well watered, rolled and compacted to 98% MDD at optimum moisture content in 1 layers not exceeding 150mm Thick to Engineer's approval</p>	CM	100		
D	<p>Ditto but Pick and use selected excavated materials to make up levels, well watered, rolled and compacted to 98% MDD at optimum moisture content in 1 layer of 150mm Thick to Engineer's approval</p>	CM	50		
E	<p><u>300mm thick ammended planting top soil.</u></p> <p>Pick from excavation and use selected excavated vegetable soil and lay to 300mm Thick to be ploughed, disked, graded and chain harrowed for a smooth surface with even falls and a fine tilth for seeding including removal of weeds. Ameliorants (cow manure mixed at 1:2 of top soil) and fertilizer (11:6:9 N:P2O5:K2O applied at a rate of circa 500Kg/ha or approved equal to manufacturer's printed instructions and specifications) to be mixed into the top soil to receive natural lawn (Pennisetum clandestinum) (m.s)</p>	SM	200		
	<u>Carried to collection</u>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
D	<p>FINISHINGS</p> <p><u>Natural Grass finish</u></p> <p>Natural Paspalum Grass (or equivalent) on 150mm deep amended top soil media (m.s) on 100mm well compacted fine sand (m.s) to receive fertilizer 4:1:3 N:P2O5:K2O applied at a rate of circa 500Kg/ha or approved equal to manufacturer's printed instructions and specifications) 9-12 months after lawn seeding, and annually thereafter to specialist specifications. Contractor to allow for watering and maintenance for</p>	SM	200		
E	<p><u>Channels</u></p> <p>Provide, lay and joint Channel, 125x150mm flush channel block, laid on and including 450x100mm concrete (1:3:6) bed and 100x200mm haunching behind including any necessary formwork and disposal of surplus material as directed.</p>	LM	100		
F	<p><u>Approved plant hedging behind top terrace.</u></p> <p>Supply and plant (duranta) approved size plantings to act as hedging behind top terrace with and including watering and maintenance for six months until fully established.</p>	NO	500		
	<p><u>Carried to collection</u></p>				
	<p><u>Collection:</u></p> <p>Brought forward from page BC/5</p> <p>Brought forward from page BC/6</p> <p>Brought forward from page BC/7</p> <p>Brought forward from page BC/8</p>				
	<p>TOTAL FOR TERRACES CARRIED TO SUMMARY</p>				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 5 - BASKET BALL GOAL POSTS				
	Excavation				
A	Excavation for Goal post sockets diameter 150mm wide average depth not exceeding 1500 mm from formed level.	CM	2		
	Load cart away				
B	Load, wheel and cart away surplus excavated material to a Local Authority designated dumping site or fill soil heaps as away from site instructed by the Project Engineer.	CM	2		
	In- situ vibrated reinforced concrete Class 25 (20mm aggregates): in:				
C	Socket - bases & stud columns	CM	2		
	Ribbed reinforcement steel bars to BS4449: 2005: Grade 500 high tensile strength including bends, hooks, tying wire and distance blocks; to S.E's detail (Provisional)				
D	Assorted reinforcement	KG	500		
	Formwork				
E	Sawn formwork with one coat of an approved retarding agent to vertical sides of socket bases	SM	3		
	Mild steel work in:-				
F	Achoring system anchoring in concrete including neoprene caps all as per manufacturer's instructions.	NO	2		
G	150mm Diameter x 4mm thick CHS sockets all removable.	LM	20		
	Prime stop and apply one undercoat and two finishing coats of gloss paint to CROWN PAINTS first quality or other equal and approved to metal surfaces of:				
H	General metal surfaces	LM	20		
	Goal net and ring				
I	Standard goal net and ring all to approval welded to steel post.	NO.	2		
J	25mm thick fibre glass block board all fixed to approval	SM	10		
K	Supply and fix 100mm thick polyethylene foam padding	SM	10		
L	Supply and fix 25mm thick rubber tubing all around 150mm diameter vertical posts	LM	20		
	TOTAL FOR GOAL POSTS CARRIED TO SUMMARY				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	SUMMARY FOR BASKET BALL PITCH				
	ELEMENT		Page No.		
1	EXCAVATIONS		BC/1		
2	BASKET BALL COURT		BC/2		
3	WATER DRAINAGE AROUND PITCH		BC/4		
4	TERRACES		BC/8		
5	BASKET GOAL POSTS		BC/10		
	<u>TOTAL FOR 1NO. BASKETBALL PITCH</u>				
	NO. OF BASKETBALL PITCH				
	TOTAL FOR BASKET BALL PITCH CARRIED FORWARD TO GRAND SUMMARY				

LANDSCAPING WORKS

**PROPOSED LANDSCAPING WORKS FOR THE SOCIAL HOUSING
PROJECT AT MARIGUINI**

(ALL PROVISIONAL)

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	<u>EARTHWORKS AND SOIL PREPARATION</u>				
	<u>Site Clearance</u>				
A	Clear the site of all existing unwanted materials and remove all stones, timber and any other foreign objects larger than 100mm in any dimension which are uncovered; including carting away all arising wastes.	11,207	S.M		
	<u>Earthworks</u>				
B	Supply approved good quality red soil and spread over the open ground planting areas. Average depth 300mm	2,430	C.M		
C	Well rotted farmyard manure to be mixed with red soil at the ratio 3:1 (Red Soil:Manure)	608	C.M		
L/1	Total carried to Grand Summary				

PLANTING MATERIAL

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	<u>Installation of trees</u>				
	<u>Pits excavation for Trees</u>				
A	Excavate pits, 1200*1200mm*1200mm, commencing at final ground level after grading and cart away excavated material arising.	346	C.M		
	<u>Backfilling of Planting Pits</u>				
	Backfill excavated planting pits with approved imported red soil mixed	259	C.M		
B	Well rotted farmyard manure to be mixed with red soil at the ratio 3:1 (Red Soil: Manure)	86	C.M		
	<u>Planting of Trees</u>				
C	Supply, plant, weed, water and tend well Approx. 190 No. assorted tree species as specified by the Landscape Architect, nursery height not below 1500mm till full establishment and support the same with strong stakes.	200	NO.		
L/2	Total carried to Grand Summary				

Installation of Shrubs

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	<u>Pits excavation for Shrubs</u>				
A	Excavate pits of size 600mm * 600 mm* 600mm , commencing at final ground level after grading but not exceeding 600mm depth	136	C.M		
	<u>Backfilling of Planting pits</u>				
B	Backfill excavated planting pits with approved imported red soil mixed	102	C.M		
C	Well rotted farmyard manure to be mixed with red soil at the ratio 3:1(Red Soil:Manure)	34	C.M		
	<u>Planting of Shrubs</u>				
D	Supply, plant, weed, water and tend well assorted species of Shrubs as specified by the Landscape Architect, till full establishment. The nursery height should not be below 600mm	630	NO.		
L/3	Total carried to Grand Summary				

Installation of Groundcovers

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
A	<p><u>Planting of Groundcover</u></p> <p>Supply, plant, weed, water and tend well assorted species of groundcover as specified by the Landscape Architect till full establishment, nursery height should not be below 300mm</p>	1,900	S.M		
L/4	Total carried to Grand Summary				

Installation of Lawn/Grass

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
A	<p><u>Installation of Lawn/Grass:</u></p> <p>Supply, plant,water, weed and tend well grass species to Landscape architect's specification till full establishment. The grass sprigs will be planted at a spacing of 100mm.</p>	6,200	S.M		
L/5	Total carried to Grand Summary				

Landscape Maintenance

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
A	<p><u>Landscape Maintenance:</u></p> <p>Provide landscape maintenance service to the landscaped garden for six (6) months upon practical completion in order to monitor plants growth; Maintenance works for plants and grass shall include; watering, weeding, spraying against pests and diseases, and mowing grass to acceptable height as outlined in the Landscape Specification document.Replacement of dead/damaged plants at contractors cost.</p>	6	Mnth		
L/6	Total carried to Grand Summary				

Outdoor Furniture and Equipment

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	<u>Playground Equipment</u>				
A	Supply and Install 2 No. Tower Playstation with kingkong roof, one tube slide, side baffles, step ladder with twin swing for ages 3-15yrs	2	Item		
B	Supply and Install 2No. One tower with tiled roof, one spiral slide, two wavy slide, step ladder	2	Item		
	<u>Outdoor Furniture</u>				
C	Supply and Install precast concrete bench class 20, dimensions 675 x 800 x 1825mm	47	Item		
L/7	Total carried to Grand Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
	GRAND SUMMARY				
L/1	Earthworks and Soil Preparation				
L/2	Installation of Trees				
L/3	Installation of Shrubs				
L/4	Installation of Groundcovers				
L/5	Installation of Lawn/Grass:				
L/6	Maintainance				
L/7	Provisional Sum				
	GRAND TOTAL				

CIVIL WORKS (SEWER)

MARIGUINI SEWER WORKS ESTIMATES					
BILL NO. 1.1 - PRELIMINARIES AND GENERAL ITEMS					
Item No	Description	Unit	Quantity	Rate (KSh.)	Amount (KSh.)
CLASS A - GENERAL ITEMS					
Contractual Requirements					
A140.2	Provide for preparation and submission to the employer 1No set of virograph and 2No sets of blue print copies (A1 SIZE) of as built drawings for all the sewer pipelines in the contract. Note that manhole positions in the layout should be actual (geo-referenced to the national grid).	sum	1		
Specified Requirements					
A211	Provide for leasing of contractor's temporary yard including offices and stores. Rate to include for all necessary equipping to meet the contractor's requirements.	month	0		
Specified Requirements					
Testing of Materials and Works					
A250	Provide for concrete strength test. Rate to include for casting of the necessary number of cubes, curing,transport from site to testing institution and fees payable for the service.	nr	30		
A250.1	Provide for testing of the sewer pipes.Rate to include for transportation to the testing institutions and fees payable for this service.	nr	15		
Temporary Works					
A272	Traffic regulation (including signages,warning tapes and warning signs); establishment, operation and removal.	Item	Sum		
Bill No. 1.1- PAGE 1 TOTAL CARRIED TO GRAND SUMMARRY					

BILL No. 1.2 MEASURED WORKS					
ITEM No.	DESCRIPTION	Unit	Qty	Rate	Amount (Kshs.)
	<p>The rates quoted by the Contractor shall be deemed to include provision by the Contractor to provide temporary vehicular access to all construction sites including negotiating with private land owners and paying the necessary charges as required.</p> <p>CLASS A - GENERAL ITEMS</p> <p>GENERAL CLEARANCE</p>				
A140.3	Allow for setting out of the works	m	1,900.00		
	<p>Testing of the works</p>				
A260	Carrying out test on sewer, a pipeline as specified or directed by the engineer, include provision of all equipment and materials	m	1,900.00		
A277	Allow for keeping trenches and other excavation free of water which may have entered through ground seepage, rain or by other means as directed by the Engineer	sum	1.00		
	<p>CLASS B - SITE INVESTIGATION</p>				
B111	Trial holes where ordered to prove location , construction size etc., of pipelines, services or existing structures, max depth n.e 1m (provisional)	nr	5.00		
B112	Trial holes where ordered to prove location , construction size etc., of pipelines, services or existing structures, max depth 1- 2m (provisional)	nr	16.00		
B113	Trial holes where ordered to prove location , construction size etc., of pipelines, services or existing structures, max depth 2-3m (provisional)	nr	5.00		
B114	Trial holes where ordered to prove location , construction size etc., of pipelines, services or existing structures, max depth 3-5m (provisional)	nr	0.00		
	<p>CLASS D - DEMOLITION AND SITE CLEARANCE</p> <p>The rate quoted is for site clearance and demolition along construction wayleave shall be deemed to include removal of the material and carting away to tips, identified by the Contractor in liaison with the Local Authority.</p>				
D100	General site clearance through undeveloped land over the wayleave, include for additional clearance required	ha	0.57		
D210	Removal of trees girth 0.5- 1m (Provisional)	nr	1.00		
D220	Removal of trees girth 1-2m (Provisional)	nr	1.00		
Bill No. 1.2- PAGE 1 TOTAL CARRIED FORWARD TO COLLECTION SHEET					

ITEM No.	DESCRIPTION	Unit	Qty	Rate	Amount (Kshs.)
	CLASS I - PIPEWORK - PIPES				
	Provide materials, lay, joint and test approved pipes and fittings. Rates to include for handling, laying, all jointing materials and fixing as directed by the engineer.				
	Supply of pipes				
I230.1	Nominal bore 150mm uPVC Class 34 Pipeline	m	1,300.00		
I230.2	Nominal bore 225mm uPVC Class 34 Pipeline	m	0.00		
I230.3	Nominal bore 300 mm DWC HDPE SN8 Pipe	m	600.00		
I230.4	Nominal bore 400 mm DWC HDPE SN8 Pipe	m	0.00		
I230.5	Nominal bore 600 mm DWC HDPE SN8 Pipe	m	0.00		
	uPVC & PRECAST CONCRETE PIPES TO BS 5911 WITH SPIGOT AND SOCKET CONCRETE PIPES				
	The rates entered against the items in this section shall include for stripping top soil, laying aside and subsequently replacing over refilled trench, excavation in trench in material other than rock, shuttering where necessary, refilling and compacting spreading surplus soil evenly over and alongside pipe trench, compacting, lay and joint pipes to correct line and level. Depths are stated from ground level to invert level.				
	Nominal bore 150 mm in trenches				
I233.1	depth not exceeding 1.5 m.	m	1,300.00		
	Nominal bore 225 mm in trenches				
I232.1	depth not exceeding 1.5 m.	m	0.00		
I233.1	ditto but depth; 1.5 - 2.0 m.	m	0.00		
I234.1	ditto but depth; 2.0 - 2.5 m.	m	0.00		
I235.1	ditto but depth; 2.5 - 3.0 m.	m	0.00		
I236.1	ditto but depth; 3.0 - 3.5 m.	m			
I237.1	ditto but depth; 3.5 - 4.0 m.	m			
I238.1	ditto but depth; 4.0 - 4.5 m.	m			
I239.1	ditto but depth; 4.5 - 5.0 m.	m			
	Nominal bore 300 mm in trenches				
I232.1	depth not exceeding 1.5 m.	m	120.00		
I233.1	ditto but depth; 1.5 - 2.0 m.	m	300.00		
I234.1	ditto but depth; 2.0 - 2.5 m.	m	120.00		
I235.1	ditto but depth; 2.5 - 3.0 m.	m	60.00		
I236.1	ditto but depth; 3.0 - 3.5 m.	m			
I237.1	ditto but depth; 3.5 - 4.0 m.	m			
I238.1	ditto but depth; 4.0 - 4.5 m.	m			
I239.1	ditto but depth; 4.5 - 5.0 m.	m			
	Nominal bore 450 mm in trenches				
I232.1	depth not exceeding 1.5 m.	m	0.00		
I233.1	ditto but depth; 1.5 - 2.0 m.	m	0.00		
I234.1	ditto but depth; 2.0 - 2.5 m.	m	0.00		
I235.1	ditto but depth; 2.5 - 3.0 m.	m	0.00		
Bill No. 1.2- PAGE 2 TOTAL CARRIED FORWARD TO COLLECTION SHEET					

ITEM No.	DESCRIPTION	Unit	Qty	Rate	Amount (Kshs.)
	CLASS K - PIPEWORK - MANHOLES AND PIPEWORK ANCILLARIES				
	Excavation quantities are given net. The rate entered are to include for manhole concrete slabs and covers, step irons or ladder, excavation, shuttering where necessary, refilling and compacting around the finished manholes, and disposing of surplus spoil is to be evenly spread. Excavation in any material other than rock				
	Masonry manhole 1050 mm , reinforced concrete manhole slab and cover.				
K151.1	depth not exceeding 0.6 m.	nr	5.00		
K151.2	depth not exceeding 0.9 m.	nr	5.00		
K151.3	depth not exceeding 1.2 m.	nr	5.00		
K151.4	depth not exceeding 1.5 m.	nr	0.00		
	MANHOLES				
	Manhole size 1050 mm , reinforced concrete manhole slab and cover.				
K151.1	depth not exceeding 1.5 m.	nr	10.00		
K152.1	ditto but depth; 1.5 - 2.0 m.	nr	15.00		
K153.1	ditto but depth; 2.0 - 2.5 m.	nr	20.00		
K154.1	ditto but depth; 2.5 - 3.0 m.	nr	5.00		
K155.1	ditto but depth; 3.0 - 3.5 m.	nr			
K156.1	ditto but depth; 3.5 - 4.0 m.	nr			
K157.1	ditto but depth; 4.0 - 4.5 m.	nr			
K158.1	ditto but depth; 4.5 - 5.0 m.	nr			
K159.1	ditto but depth; 5.0 - 5.5 m.	nr			
	Manhole size 1050 reinforced concrete manhole slab and cover (With Backdrop)				
K166	ditto but depth; 3.5 - 4.0 m.	nr	0.00		
K167	ditto but depth; 4.0 - 4.5 m.	nr	0.00		
K168	ditto but depth; 5.0 - 5.5 m.	nr	0.00		
	MANHOLES				
	Manhole size 1200 mm , reinforced concrete manhole slab and cover.				
K151.1	depth not exceeding 1.5 m.	nr	0.00		
K152.1	ditto but depth; 1.5 - 2.0 m.	nr	0.00		
K153.1	ditto but depth; 2.0 - 2.5 m.	nr	3.00		
K154.1	ditto but depth; 2.5 - 3.0 m.	nr	3.00		
K155.1	ditto but depth; 3.0 - 3.5 m.	nr			
Bill No. 1.2- PAGE 3 TOTAL CARRIED FORWARD TO COLLECTION SHEET					

ITEM No.	DESCRIPTION	Unit	Qty	Rate	Amount (Kshs.)
K156.1	ditto but depth; 3.5 - 4.0 m.	nr			
K157.1	ditto but depth; 4.0 - 4.5 m.	nr			
K158.1	ditto but depth; 4.5 - 5.0 m.	nr			
K159.1	ditto but depth; 5.0 - 5.5 m.	nr	0		
	Manhole size 1200 reinforced concrete manhole slab and cover (With Backdrop)				
K166	ditto but depth; 3.5 - 4.0 m.	nr	0.00		
K167	ditto but depth; 4.0 - 4.5 m.	nr	0.00		
K168	ditto but depth; 5.0 - 5.5 m.	nr			
	CLASS L; SUPPORTS AND PROTECTION ANCILLIARIES TO LAYING AND EXCAVATION				
	Extras to Excavation and backfilling Trenches. (Note : blasting not allowed for any rock excavation)				
	<i>In pipe trenches 225mm bore</i>				
L111	Excavation of rock Allow for excavation of soft material below final surface of pipe trench and back fill with	m3	0.00		
L118	approved hardcore, well compacted in ,layers of 200mm thickness , depth not exceeding 1.0m	m3	0.00		
	<i>In pipe trenches 300mm bore</i>				
L111	Excavation of rock Allow for excavation of soft material below final surface of pipe trench and back fill with	m3	60.00		
L118	approved hardcore, well compacted in ,layers of 200mm thickness , depth not exceeding 1.0m	m3	180.00		
	<i>In pipe trenches 450 mm bore</i>				
L111	Excavation of rock Allow for excavation of soft material below final surface of pipe trench and back fill with	m3	0.00		
L118	approved hardcore, well compacted in ,layers of 200mm thickness , depth not exceeding 1.0m	m3	0.00		
	<i>In Manholes and other chambers</i>				
L 121	Excavation of rock Allow for excavation of soft material below final surface of manhole and back fill with approved	m3	54		
L 128	hardcore, well compacted in ,layers of 200mm thickness , depth not exceeding 1.0m	m3	0		
	Reinstatement				
	Microtunneling across 24m length road using DN 450 externally Epoxy coated and internally cement lined socket and spigot steel pipes. proads pipe nominal bore 375 mm. Rate to include application and acquison of road cutting permits from road authorities. Rate to include application and acquison of road cutting permits from road authorities. (Provisional sum)	sum	0.00		
k732					
Bill No. 1.2- PAGE 4 TOTAL CARRIED FORWARD TO COLLECTION SHEET					

ITEM No.	DESCRIPTION	Unit	Qty	Rate	Amount (Kshs.)
	Bed, Haunches and Surrounds				
	Mass concrete grade 15/20 in 150mm Thick Beds, Haunches and surrounds				
L 444.1	225 mm nominal bore pipeline Bed haunch and surround type A (0.0904 m ³)	m	0.00		
L 444.2	225 mm nominal bore pipeline Bed haunch and surround type D (0.2821 m ³)	m	0.00		
L 444.3	300 mm nominal bore pipeline Bed haunch and surround type A (0.1471 m ³)	m	600.00		
L 444.4	300 mm nominal bore pipeline Bed haunch and surround type C (0.3485m ³)	m	0.00		
L 444.5	300 mm nominal bore pipeline Bed haunch and surround type D (0.3702 m ³)	m	600.00		
L 444.6	450 mm nominal bore pipeline Bed haunch and surround type A (0.1689 m ³)	m	0.00		
L 444.7	450 mm nominal bore pipeline Bed haunch and surround type C (0.4059 m ³)	m	0.00		
L 444.8	450 mm nominal bore pipeline Bed haunch and surround type D (0.4818 m ³)	m	0.00		
Bill No. 1.2- PAGE 5 TOTAL CARRIED FORWARD TO COLLECTION SHEET					

COLLECTION PAGE					
ITEM No.	DESCRIPTION	Unit	Qty		Amount (Kshs.)
	COLLECTION PAGE				
1	From Page 2				
2	From Page 3				
3	From Page 4				
3	From Page 5				
4	From Page 6				
	Sub-Total (i)				
Bill No. 1.2-TOTAL CARRIED FORWARD TO GRAND SUMMARY					

ITEM No.	DESCRIPTION	Unit	Qty	Rate	Amount (Kshs.)
BILL No. 1.3. BIODIGESTER					
A	Provide a provisional sum of Kenya Shillings Five Million (Kshs 5,000,000.00) only for the builders works for a concrete biodigester inclusive of waste water treatment plant to be executed as authorized by the Engineer and to be measured and valued by the Quantity Surveyor in accordance with the Contract	sum	0.00		
B	Provide a PC sum of Kenya Shillings Five Million (Ksh 5,000,000) only for mechanical installations associated with the Biodigester to be executed as authorized by the Engineer	PC Sum	0.00		
Bill No. 1.3- PAGE 3 TOTAL CARRIED FORWARD TO GRAND SUMMARY					

SUMMARY

BILL NO.	DESCRIPTION	AMOUNT
Bill No. 1.1	PRELIMINARIES AND GENERAL ITEMS	
Bill No. 1.2	MEASURED WORKS	
Bill No. 1.3	BIODIGESTER	
	TOTAL CARRIED TO GRAND SUMMARY	

**EXTERNAL ELECTRICAL
INSTALLATION WORKS**

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
	BILL NO. 2				
i)	<u>EXTENAL SERVICES</u>				
	Supply, Install, test and Commission the following;				
	STREET LIGHTING				
A	Cylindrical-conical pole 8 meters with single arm and tube, in hot-dipped galvanized steel painted with anchor bolts complete with photovoltaic solar panel minimum 305Wp LED light 1x2B - 80W nominal - 24V - 4000K - >190lm/W NiMH battery 24V 4P, on top of pole,	No	60		
B	Type WL- IP65 External bulkhead fitting	No.	20		
C	Type ML- 20m Highmast c/w 200 W flood light complete with with inbuilt charge controller ,automatic light sensor and a solar panel complete with all necessary wiring,fixing bracket and all other necessary accessories	No.	10		
ii)	POWER HOUSE ELECTRICS				
D	All lighting points wired in 1.5mm ² PVC cu cables in 20mm diameterHG PVC conduit embedded in wall fabrics, roof structure and floor slabs complete with switches as shown on the contract drawings	No	20		
	POWER				
E	4way 63A SPN CU as SCHNEIDER or Equivalent and Approved complete with MCBs or equal and approved.	No	1		
F	All socket outlet points wired in 2.5mm ² PVC cable in conduit embedded in floor slabs and in metal trunking complete with 13A twin socket outlet as shown on the drawing	No	4		
Total Carried Forward to the Next Pg.					

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
	Total B/F from Previous Pg.				
	DATA				
G	600 x 600 x 600 concrete manhole complete with Manhole covers.	No	85		
H	100mm diameter HG PVC ducts for KPLC Ltd, laid at a depth of 600mm.	Lm.	1700		
I	Trenching to a depth of 700mm, and backfilling after laying of ducts itemised above.	Lm.	1700		
iii)	PUMP ROOM ELECTRICS				
J	All lighting points wired in 1.5mm ² PVC cu cables in 20mm diameterHG PVC conduit embedded in wall fabrics, roof structure and floor slabs complete with switches as shown on the contract drawings	No	6		
	POWER				
K	Supply, install and connect 6 way TP/N distribution board for power supply in riser duct complete with 250 Amp integral isolator and MCBs as specified.	No	1		
L	All socket outlet points wired in 2.5mm ² PVC cable in conduit embedded in floor slabs and in metal trunking complete with 13A twin socket outlet as shown on the drawing	No	4		
M	400A TPN isolator as KATCO or approved equivalent	No	6		
N	Submains circuit from the External Common Loads LV Board to Pump Room DB in electrical ducts comprising of 95mm ² XLPE/PVC/SWA 4c + 35mm ² sc ECC Copper cables laid in PVC Duct and Trays	Lm.	50		
	Total Carried Forward to the Next Pg.				

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
	Total B/F from Previous Pg.				
	<u>EXTERNAL LOADS SWITCHBOARD</u>				
	SUPPLY, DELIVER , INSTALL ,SET TO WORK AND COMMISSION THE FOLLOWING:-				
O	Supply and install purpose made Free-standing, fully wired front access metal clad main switchboard cubicle suitable for floor / wall mounting and manufactured in 14SWG galvanised mild steel sheet, to be finished in cream (or appropriate colour) powder coating. Wiring as shown on the schematic (the other details as per Particular Specification), complete with the following:-	No.	1		
(i)	320Amps TP/N copper busbars - KPLC supply (Sealable)				
(ii)	320Amps MCCB as mains incomer adjustable				
(iii)	Space for 1No. 3-phase KPLC Common Services meter (kW, kWH, kVA, V, I etc),				
	Outgoers:				
(iv)	1No. 250A TP MCCBs for the Pump Room DB				
(v)	5No. 63A TP MCCBs for the External Loads Feeder Pillars				
(vi)	Sealable studs for all cover plate screws and all necessary accessories				
(vii)	6mm perspex viewing window for each section				
(viii)	Heavy duty rubber lining for all the perspex viewing windows				
(ix)	4 No. Spare ways				
P	Feeder Pillars, 125A 6-WAY TPN Feeder Pillar with 125A TPN incomer and 10x20A SP MCBs outgoers and 3No. spareways for External power distribution to to Engineer's approval	No.	5		
Q	Submains circuit from the External Common Loads LV Board to Feeder Pillars in electrical ducts comprising of 16mm ² XLPE/PVC/SWA 4c + 6mm ² sc ECC Copper cables laid in PVC Duct and Trays	Lm.	100		
Total Amount For Bill No. 2 Carried Forward to Main Summary Page					

ITEM	DESCRIPTION	UNIT	QTY	RATE (KSH)	AMOUNT (KSH)
	BILL NO. 3				
i)	<u>INCOMING POWER</u>				
	<u>KPLC RELATED WORKS</u>				
A	150mm diameter Heavy gauge duct for incoming underground H.V. cables with 1:3:6 concrete surround	M	1700		
B	900 x 900 x 900 concrete manhole complete with Manhole covers and Hatari(Danger) Sign indelibly engraved at the top	No	85		
C	Hatari(Danger) sign concrete slabs	No	85		
D	Attendance on Kenya Power and Lighting Co. Ltd.	Sum	1		
E	Complete Earthing system to KPLC requirements	Sum	1		
Total Amount For Bill No. 3 Carried Forward to Main Summary Page					

**PROVISIONAL SUMS & PRIME COST
SUMS**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	<u>PRIME COST SUMS</u>				
	<u>Ground Breaking & Project Launch</u>				
A	Allow a prime cost of Five Hundred Thousand Only (KSHs. 500,000) for ground breaking, project launch, commissioning and project handover	SUM	1	500,000.00	500,000.00
B	Allow for profits, overheads and attendance	1%		5,000.00	5,000.00
	<u>Marketing and sales support</u>				
C	Allow a prime cost of One Million (KSHs. 1,000,000) for Marketing and sales support to Boma Yangu	SUM	1	1,000,000.00	1,000,000.00
D	Allow for profits, overheads and attendance	1%		10,000.00	10,000.00
	<u>Renders and Printing</u>				
E	Allow a prime cost of Five Hundred Thousand (KSHs. 500,000) for preparation of renders and printing	SUM	1	500,000.00	500,000.00
F	Allow for profits, overheads and attendance	1%		5,000.00	5,000.00
	<u>Relocation of persons</u>				
G	Allow a prime cost of Ten Million (KSHs. 10,000,000) for Facilitation of relocation of persons	SUM	1	10,000,000.00	10,000,000.00
H	Allow for profits, overheads and attendance	1%		100,000.00	100,000.00
	<u>PROVISIONAL SUMS</u>				
J	Fluctuation of Prices	Item		20,000,000.00	20,000,000.00
K	Retaining Walls and additional substructure works	Item		50,000,000.00	50,000,000.00
L	20No. Lifts estiamte at KES 130,000,000.00 (10 Pax lifts, 14 stops each at Ksh. 6,500,000.00)	Item		130,000,000.00	130,000,000.00
M	Contingency	SUM		50,000,000.00	50,000,000.00
	TOTAL FOR PROVISIONAL SUM CARRIED TO GRAND SUMMARY				262,120,000.00

GRAND SUMMARY

**SOCIAL HOUSING PROGRAMME
PROPOSED CONSTRUCTION OF ASSOCIATED SOCIAL INFRASTRUCTURE**

GRAND SUMMARY

ITEM	DESCRIPTION	PAGE	FOR TENDERER USE ONLY	FOR OFFICIAL USE
1.00	PARTICULAR PRELIMINARIES			
2.00	GENERAL PRELIMINARIES			
3.00	PROJECT PROVISIONS			34,694,000.00
4.00	BUILDERS WORK BLOCK - 10NO. BLOCKS			
5.00	MECHANICAL INSTALLATION WORKS			
6.00	ELECTRICAL INSTALLATION WORKS			
7.00	SOCIAL HALL			
8.00	POWER HOUSE			
9.00	GUARD HOUSE			
10.00	GARBAGE RECEPTACLE			
11.00	BOUNDARY WALLING			
12.00	CIVIL WORKS - ROADS			
13.00	BASKETBALL PITCH			
14.00	LANDSCAPING WORKS			
15.00	CIVIL WORKS - SEWER			
16.00	ELECTRICAL WORKS - EXTERNAL SERVICES			
17.00	ELECTRICAL WORKS -INCOMING POWER			
18.00	PROVISIONAL SUMS & P C SUMS			262,120,000.00
SUB-TOTAL				
ADD CONTINGENCY (5%)				
GRAND TOTAL CARRIED TO FORM OF TENDER (VAT INCLUSIVE)			KSHS	
AMOUNT IN WORDS : KENYA SHILLINGS TENDERER'S NAME ADDRESS DATE TENDERER'S SIGNATURE WITNESS'S NAME..... ADDRESS DATE WITNESS SIGNATURE.....				