COUNTY GOVERNMENT OF WAJIR



DEPARTMENT OF MEDICAL SERVICES

PROPOSED CONSTRUCTION OF OPERATING THEATRE AT KHOROF HARAR SUB-DISTRICT HOSPITAL

BILLS OF QUANTITIES

TENDER NO: WCG/OT/HEALTH/11/2020-2021

START DATE: 10TH FEBRUARY, 2021

CLOSING DATE: 18TH FEBRUARY, 2021

CLOSING TIME: 10:00 am

FEBRUARY, 2021

COUNTY GOVERNMENT OF WAJIR



P.O BOX 9-70200, Wajir, Kenya

10/02/2021

TENDER NOTICE

NO.	TENDER NO	ITEM DESCRIPTION (PROJECT LOCATION)	TENDER SECURITY (KSHS)	ELIGIBILITY	CATEGORY
1	WCG/OT/ HEALTH/10/20 20-2021	SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF 500 KVA STANDBY GENERATORS AT WAJIR COUNTY REFERRAL HOSPITAL (WCRH)	200,000	Open	NCA 3
2	WCG/OT/	PROPOSED CONSTRUCTION OF OPERATING THEATRE AT	300,000	Open	NCA 5 (or Above)

County Government of Wajir invites sealed tenders from eligible candidates for the following tenders/projects.

Interested eligible bidders may download the bid documents free of charge from $\underline{www.wajir.go.ke}$ but they will be required to register with the $\underline{supplychain@wajir.go.ke}$ immediately on download for purposes of any addendum and communication.

Complete tender document (**Original and 1Copy**) should be enclosed in a plain sealed envelope marked with the tender name and reference number and be deposited in the tender box situated at the ground floor at Wajir headquarters offices on or before. **Thursday 18**th **February 2021 at 10:00 AM**

Addressed to:

County Chief Officer Medical Services County Government of Wajir P.O Box 9-70200 Wajir, Kenya

So as to be received on or before Thursday 18^{th} February 2021 at 10:00 AM

KHOROF HARAR SUB-DISTRICT

County Head of Supply Chain Management

HOSPITAL

HEALTH/11/20 20-2021

SECTION NO.1

PROPOSED CONSTRUCTION OF OPERATING THEATRE AT KHOROF HARAR SUB-DISTRICT HOSPITAL

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SIGNATURE PAGE AND NOTES REPUBLIC OF KENYA

GOVERNMENT OF WAJIR COUNTY

PROPOSED CONSTRUCTION OF OPERATING THEATRE AT KHOROF HARAR SUB-DISTRICT HOSPITAL

TENDER DOCUMENT

Supplied as part of contract for PROPOSED CONSTRUCTION OF OPERATING THEATRE AT KHOROF HARAR SUB-DISTRICT HOSPITAL

PREPARED BY:-	
Department of Public Works & Hou Box 120 Wajir	using
undersigned refers to these bills of	entered into thisday of2020 by the Quantities and the Ministry of Roads and Public Works th 1976 (together with any amendments issued thereto) at the said Contract.
CONTRACTOR	CHIEF OFFICER – MEDICAL SERVICES. WAJIR COUNTY GOVERNMENT
Date:	Date:

SIGNATURE PAGE AND NOTES

SPECIAL NOTES
The Contractor is required to check the numbers of the pages of these Bills of Quantities and should he find any missing or in duplicate or figures indistinct, he must inform the Chief Officer- Public Works & Housing, WAJIR County Government at once and have the same rectified.
Should the contractor be in doubt about the precise meaning of any item or figure for any reason whatsoever, he must inform the Chief Officer- Public Works & Housing, Wajir County Government in order that the correct meaning may be decided before the date for submission of the tenders.
No liability will be admitted nor claim allowed in respect of errors in the contractor's tender due to mistakes in the tender documents which should have been rectified in the manner described above.

SECTION NO.2

STANDARD TENDER DOCUMENTS

TENDERING INSTRUCTIONS

1. 1. General

The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works contract as described in the tender documents. The successful tenderer will be expected to complete the works by the Intended Completion Date specified in the tender documents.

All tenderers shall provide the Qualification Information, a statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or has not been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender.

All tenderers shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

In the event that pre-qualification of potential tenderers has been undertaken, only tenders from pre-qualified tenderers will be considered for award of Contract. These qualified tenderers should submit with their tenders any information updating their original pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted pre-qualification information remains essentially correct as of the date of tender submission.

Where no pre-qualification of potential tenderers has been done, all tenderers shall include the following information and documents with their tenders, unless otherwise stated:

- a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the tender to commit the tenderer:
- b) Total monetary value of construction work performed for each of the last five years:
- Experience in the works of a similar nature and size of each of the last five years, and details of work under way or contractually committed: and names and addresses of clients who may be contacted for further information on these contracts;
- d) Major items of construction equipment proposed to carry out the contract and an undertaking that they will be available for the Contract.

- e) Qualifications and experience of key site management and technical personnel proposed for the Contract and an undertaking that they shall be available for the contract.
- f) Reports on the financial standing of the tenderer, such as profit and loss statements and auditors reports for the past five years;
- g) Evidence of adequacy of working capital for this Contract (access to line (s) of credit and availability of other financial resources);
- h) Authority to seek references from the tenderers bankers;
- i) Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and
- j) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

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

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

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

- a) (Annual volume of construction work of at least 2.5 times the estimated annual cash-flow for the contract;
- b) Experience as main contractor in the construction of at least two works of a nature and complexity equivalent to the works over the last 10 years (to comply with this requirement, works cited should be at least 70 percent complete);

INSTRUCTIONS

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

The figures for each of the partners of a joint venture shall be added together to determine the tenders compliance with the minimum qualifying criteria of clause 1.7 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.7 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint ventures tender. Subcontractors experience and resources will not be taken into account in determining the tenderers compliance with the qualifying criteria, unless otherwise stated.

Each tenderer shall submit only one tender, either individually or as a partner in a joint venture. A tenderer who submits or participates in more than one tender (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the tenderers participation to be disqualified.

The tenderer shall bear all costs associated with the preparation and submission of his tender, and the employer will in no case be responsible or liable for those costs.

The tenderer, at the tenderers own responsibility and risk, is encouraged to visit and examine the Site of Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderers own expense.

INSTRUCTIONS

2. Tender Documents

The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 2.4

- a) (These instructions to Tenderers
- b) Form of Tender and Qualification Information
- c) Appendix to Conditions of Contract
- d) Specifications
- e) Drawings
- f) Bills of Quantities
- g) Forms of Securities

The tenderer shall examine all Instructions, Forms to be filled and Specifications in the tender documents. Failure to furnish all information required by the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderers risk and may result in rejection of his tender.

A prospective tenderer requiring any clarification of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will only respond to requests for clarification received earlier than seven days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all tenderers. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.

To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders, in accordance with Clause 4.2 here below.

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English language.
- 3.2 The tender submitted by the tenderer shall comprise the following: (a) These Instructions to Tenderers, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications;
 - (b) Tender Security;
 - (c) Priced Bill of Quantities;
 - (d) Qualification Information Form and Documents;
 - (e) Alternative offers where invited; and
 - (f) Any other materials required to be completed and submitted by the tenderers.
- 3.3 The tenderer shall fill in rates and prices for all items of the works described in the Bill of Quantities. Items for which no rate or price is entered by the tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause relevant to the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the tenderer.
- 3.4 The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of 90 days from the date of submission. However in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers responses shall be made in writing. A tenderer may refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with Clause 3.7 3.11 in all respects.
- 3.7 The tenderer shall furnish, as part of the tender, a Tender Security for the amount specified in the invitation to tender. This shall be in the form of a bank draft or a bank guarantee from an established and reputable bank approved by the Employer.
- 3.8 The format of the Tender Security should be in accordance with the form of Tender Security included in Section G- standard forms or any other form acceptable to the Employer. Tender Security shall be valid for 30 days beyond the validity of the tender.

- 3.9 Any tender not accompanied by an acceptable Tender Security shall be rejected. The Tender Security of a joint venture must define as Tenderer all joint venture partners and list them in the following manner: a joint venture consisting of.......and......
- 3.10 The Tender Securities of unsuccessful tenderers will be returned within 28 days of the end of the tender validity period specified in Clause 3.6.
- 3.11The Tender Security of the successful tenderer will be discharged when the tenderer has signed the Contract Agreement and furnished and required Performance Security.
- 3.12 The Tender Security may be forfeited
 - (a) (If the tenderer withdraws the tender after tender opening during the period of tender validity;
 - (b) If the tenderer does not accept the correction of the tender price, pursuant to Clause 5.7;
 - (c) In the case of a successful tenderer, if the tenderer fails within the specified time limit to
 - (d) (sign the Agreement, or
 - (ii) (furnish the required Performance Security.
- 3.13 Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. Alternatives will not be considered, unless specifically allowed in the invitation to tender. If so allowed, tenderers wishing to offer technical alternatives to the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. In addition to submitting the basic tender, the tenderer shall provide all information necessary for a complete evaluation of the alternative, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tender conforming to the basic technical requirements shall be considered.
- 3.14The tenderer shall prepare one original of the documents comprising the tender documents as described in Clause 3.2 of these Instructions to Tenderers, bound with the volume containing the Form of Tender, and clearly marked ORIGINAL. In addition, the tenderer shall submit copies of the tender, in the number specified in the invitation to tender, and clearly marked as COPIES. In the event of discrepancy between them, the original shall prevail.
- 3.15 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the tenderer, pursuant to Clause 1.5 (a) or 1.6 (b), as the case may be. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.

4. Submission of Tenders

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

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened by the Employer, including modifications made pursuant to Clause 4.4, in the presence of the tenderers representatives who choose to attend at the time and in the place specified in the invitation to tender. Envelopes marked WITHDRAWAL shall be opened and read out first. Tenderers and Employers representatives who are present during the opening shall sign a register evidencing their attendance.
- 5.2 The tenderers names, the tender prices, the total amount of each tender and of any alternative tender (if alternatives have been requested or permitted), any discounts, tender modifications and withdrawals, the presence or absence of Tender Security, and such other details as may be considered appropriate, will be announced by the Employer at the opening. Minutes of the tender opening, including the information disclosed to those present will be prepared by the Employer.
- 5.3 Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of Contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employers officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex, or facsimile but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with clause 5.7.
- 5.5 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (a) meets the eligibility criteria defined in clause 1.7; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.
- 5.6 If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 5.7 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:
 - (a) (where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
 - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate and the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.

- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.
- (d) The error correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected Builders Work (i.e. Corrected tender sum less P.C and Provisional Sums)
- (e) The Error Correction Factor shall be applied to all Builders Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
- (f) The above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tender does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.11.
- 5.8 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with clause 5.5.
- 5.9 In evaluating the tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:
 - (a) making any correction for errors pursuant to clause 5.7;
 - (b) excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day works where priced competitively.
 - (c) Making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with clause 3.12; and modifications offered in accordance with clause 4.6
- 5.10 The Employer reserves the right to accept or reject any variation, deviation, or alternative Offer . Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in tender evaluation.
- 5.11The tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or contract award may result in the rejection of the tender.
- 5.12Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to an non-indigenous sub-contractor.

6. Award of Contract

- 6.1 Subject to Clause 6.2, the award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such tenderer has been determined to be (a) eligible in accordance with the provision of Clauses 1.2, and (b) qualified in accordance with the provisions of clause 1.7 and 1.8.
- 6.2 Notwithstanding clause 6.1 above, the Employer reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.
- 6.3 The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex, or facsimile. This notification (hereinafter and in all Contract documents called the Letter of Acceptance) will state the sum (hereinafter and in all Contract documents called the Contract Price) that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The notification of award will constitute the formation of the Contract, subject to the tenderer furnishing the Performance Security in accordance with clause 6.6 and signing the Agreement and return it to the Employer.
- 6.4 The Agreement will incorporate all agreements between the Employer and the successful tenderer. It will be signed by the Procuring Entity and sent to the successful tenderer, within 30 days following the notification of award. Within 21 days of receipt the successful tenderer will sign the Agreement and return it to the Employer.
- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in the amount stipulated in the Appendix to Conditions of Contract and in the form stipulated in the Tender documents. The Performance Security shall be in the form of a Bank Guarantee, and shall be issued at the tenderers option, by a reputable bank located in Kenya and acceptable to the Employer.
- 6.6 Failure of the successful tenderer to comply with the requirements of clause 6.5 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.
- 6.7 Upon the furnishing by the successful tenderer of the Performance Security, the Employer will promptly notify the other tenderers that their tenders have been unsuccessful.

CONDITIONS OF CONTRACT

1. Definitions

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

Bills of Quantities means the priced and completed Bill of Quantities forming part of the tender (where applicable).

The Completion Date means the date of completion of the Works as certified by the Employer's Representative.

The Contract means the agreement entered into by the Employer and the Contractor as recorded in the Agreement Form and signed by the parties.

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

The Contractor's Tender is completed tendering document submitted by the Contractor to the Employer.

The Contract Price is the price stated in the Letter of Acceptance.

Days are calendar days; Months are calendar months

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

The Defects Liability Period is the period named in the Appendix to Conditions of Contract and calculated from the Completion Date.

Drawings include calculations and other information provided or approved by the Employers Representative for the execution of the Contract.

Employer Includes Central or Local Government administration, Universities, Public Institutions and Corporations and is the party who employs the Contractor to carry out the Works.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site for the execution of the works.

Site means the place or places where the permanent Works are to be carried out including workshops where the same is being prepared.

Materials are all supplies, including consumables, used by the Contractor for incorporation in the works.

Employer's Representative is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.

Specification means the Specification of the Works included in the Contract.

Start Date is the date when the Contractor shall commence execution of the Works.

A Sub-contractor is a person or corporate body who has a contract with the contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

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

A variation is an instruction given by the Employer's Representative which varies the Works.

The Works are what the Contract requires the Contractor to construct, install, and turnover to the Employer.

2 Contract Documents

- 2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;
 - (1) Agreement,
 - (2) Letter of Acceptance.
 - (3) Contractor's Tender,
 - (4) Specifications
 - (5) Drawings,
 - (6) Bill of Quantities.

3. Employer's Representatives Decisions

3.1 Except where otherwise specifically stated, the Employer's Representative will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

4. Works, Language and Law of Contract

- 4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer's Representative, and complete them by the Intended Completion Date.
- 4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

5. Safety, Temporary works and Discoveries

- 5.1 The Contractor shall be responsible for design of temporary works and shall obtain approval of third parties to the design of the temporary works where required.
- 5.2 The Contractor shall be responsible for the safety of all activities on the Site.
- 5.3 Any thing of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Employer's Representative of such discoveries and carry out the Employer's Representatives instructions for dealing with them.

6. Work Program and Sub-contracting

- 6.1 Within seven days after Site possession date, the Contractor shall submit to the Employer's Representative for approval a program showing the general methods, arrangements, order and timing for all the activities in the Works.
- 6.2 The Contractor may sub-contract the Works (but only to a maximum of 25 percent of the Contract Price) with the approval of the Employers Representative. However, he shall not assign the Contract without the approval of the Employer in writing. Sub-contracting shall not alter the Contractor's obligations.

7. The Site

- 7.1 The Employer shall give possession of all parts of the Site to the Contractor.
- 7.2 The Contractor shall allow the Employer's Representative and any other person authorized by the Employer's Representative, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

8. Instructions

8.1 The Contractor shall carry out all instructions of the Employer's Representative which are in accordance with the Contract.

9. Extension of Completion Date

- 9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the completion Date.
- 9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representatives instructions issued under these conditions or

10. Management Meetings

- 10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining work. The Employer's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.
- 10.2 Communication between parties shall be effective only when in writing.

11. Defects

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

12. Bills of Quantities

- 12.1 The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities.
- 12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

13. Variations

- 13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative shall assess the quotation and shall obtain the necessary authority from the Employer before the variation ordered.
- 13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

14. Payment Certificates and Final Account

- 14.1 The Contractor shall be paid after the full value of the works on completion less the certified value for retention which shall be released after the defects liability period.
- 14.2 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the final Payment Certificate.
- 14.3 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

15. Insurance

15.1 The Contractor shall be responsible for and shall take out appropriate cover against, among other risks, personal injury; loss of or damage to the Works, materials and plant; and loss of or damage to property.

16. Liquidated Damages

16.1 The Contractor shall pay liquidated damages to the Employer at the rate 0.001 per cent of the Contract price per day for each day that the actual Completion Date is later than the Intended Completion Date except in the case of any of the occurrences listed under clause 9.2. The Employer may deduct liquidated damages from payments due to the contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

17. Completion and Taking Over

Upon deciding that the Work is complete the Contractor shall request the Employer's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

The Employer shall take over the Site and the Works within seven days of the Employer's Representative issuing a Certificate of Completion.

18. Termination

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

- (a) the Contractor stops Work for 60 days continuously without reasonable cause or authority from the Employer's Representative;
- (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

If the Contract is terminated, the Contractor shall stop Work immediately, and leave the Site as
soon as reasonably possible. The Employer's Representative shall immediately therafter arrange for
a meeting for the purpose of taking record of the Works executed and materials, goods, equipment
and temporary buildings on Site.

19. Payment Upon Termination

- 19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.
- 19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.
- 19.3 Until after completion of the Works under this clause, the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Employer's Representative shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract, the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

20. Corrupt Gifts and Payments of

Commission 20.1 The Contractor shall not;

- (a) offer or give or agree to give to any person in the service of the Employer any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract with the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract with the Employer.
- (b) any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or
- (c) without the knowledge of the Contractor) shall be an offence under the Laws of Kenya.

24	Cattlement of Dianutes
21.	Settlement of Disputes
	21.1 Any dispute arising out of the Contract which cannot be amicably settled between the parties shall be referred by either party to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the chairman of the Chartered Institute of Arbitrators, Kenya branch, on the request of the applying party.

SECTION NO. 3

APPENDIX TO CONDITIONS OF CONTRACT

The Appendix to the conditions of Contract will be filled in as follows:-

T	he	em	ola	/er	is:
		• • • •		,	

Name: THE CHIEF OFFICER

DEPARTMENT OF MEDICAL SERVICES

WAJIR COUNTY

Address: P	O BOX 9, WAJIR
Telephone: .	
The Project	Manager is:
Name:	THE COUNTY WORKS OFFICER
	DEPARTMENT OF PUBLIC WORKS & HOUSING

Address: P O BOX 9, WAJIR

WAJIR COUNTY

Telephone:

The name (and identification number) of the Contract is; **PROPOSED CONSTRUCTION OF OPERATING THEATRE AT KHOROF HARAR SUB-DISTRICT HOSPITAL**

The Works consist of **CONSTRUCTION OF OPERATING THEATRE AND ALL ASSOCIATED SERVICES**

The start date shall be; TO BE AGREED WITH THE PROJECT MANAGER

The Intended Completion Date for the whole of the Works shall be;

12 WEEKS AFTER COMMENCEMENT DATE

site Include those for the execution of;

The following documents also form part of the Contract:

AS LISTED IN CLAUSE 2.1 OF THE CONDITIONS OF CONTRACT

The Contractor shall submit a revised program for the Works within 14 days of delivery of the letter of Acceptance.

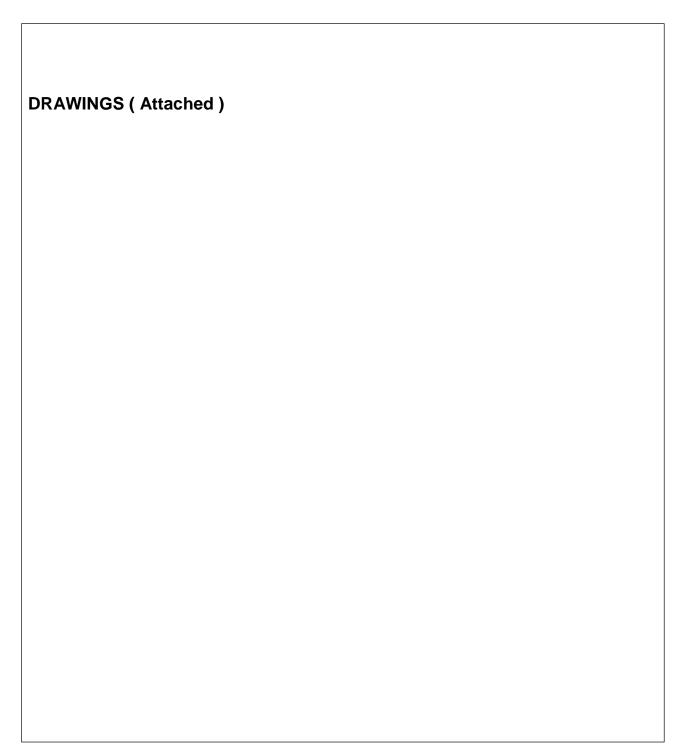
The Site Possession Date shall be; TO BE AGREED WITH EMPLOYER
The site is located
The Defects Liability period is 180days
Other contractors, utilities etc, to be engaged by the Employer on the

APPENDIX TO CONDITION OF CONTRACT

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The period between program updates is 14days.
The amount to be withheld for late submission of an updated program is; FULL
CERTIFICATE The proportion of payments <u>retained</u> is 10 percent of the contract sum.
The performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price5 percent (%)
The Completion Period for the Works is12(weeks)
The Bidder should submit ONLY ONE (1 NO.) ORIGINAL COPY of the Bills of Quantities and not Two (2No.) as indicated in clause 4.1 of the Instructions to Tenderers.

APPENDIX TO CONDITIONS OF CONTRACT



DRAWINGS

STANDARD FORMS

STANDARD FORMS

- (i) Form of Tender
- (ii) Form of Agreement
- (iii) Form of Tender Security
- (iv) Performance Bank Guarantee
- (v) Bank Guarantee for Advance Payment
- (vi) Qualification Information
- (vii) Tender Questionnaire
- (viii) Confidential Business Questionnaire
- (ix) Details of Sub-Contractors

		FORM OF TENDER		
TO:		(Name of Employer)(Date)		
		(Name of Contract)		
Dear Sir,				
	1.	In accordance with the Constitutions of Contract, Specifications, Drawings and Bills of Quantities for the execution of the above named Works, we, the undersigned offer to construct, install and complete such works and remedy any defects therein for the sum of Kshslabour only (Amount in figures) Kenya Shillings		
		(Amount in words)		
	2. We undertake, if our tender is accepted, to commence the works as soon as is reasonably possible after the receipt of the Project Managers notice to commence, and to complete the whole of the works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.			
		3. We agree to abide by this tender until (insert date), and it shall		
	1	remain binding upon us and may be accepted at any time before that date.		
	4.	 Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding contract between us. 		
	5.	. We understand that you are not bound to accept the lowest or any tender you may receive.		
	Da	ted thisday of20		
	Się	Signaturein the capacity of		
	Dι	Duly authorized to sign tenders for and on behalf of		
	(Name of Contractor)			
	Of	(Address of Contractor)		
	Wi	Witness, Name		
	Ad	dress		
	Çi.	rnatura.		
		gnature		
	υa	tte		

	FORM OF AGREEMENT
THIS AGREEMENT,	made theday of20
Between	of (or whose registered office is
situated at)	
(hereinaf	ter called the Employer) of the other part AND
	(of (or whose registered office is situated at)
(hereinafter called the	e Contractor) of the other part.
WHEREAS THE Emp	ployer is desirous that the Contractor executes
	tion number of Contract) (hereinafter called the works) located at
ovecution and comple	(place/location of the works) and the etion of such works and the remedying of any defects therein for the Contract (amount in figures), Kenya Shillings
Price of Kshs.	(amount in figures), Kenya Shillings
	labour only (amount in words)
NOW THIS AGREEM	MENT WITNESSETH as follows:
1.	In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to.
2.	The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e
	 (i) Letter of Acceptance (ii) Form of Tender (iii) Conditions of Contract Part I (iv) Conditions of Contract Part II and Appendix to Conditions of contract (v) Specifications (vi) Drawings (vii) Priced Bills of Quantities
3.	In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4.	The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects therein, the Contract Price or such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
IN WITNESS whereo	f the parties thereto have caused this Agreement to be executed the day and en.
The common Seal of	
Was hereunto affixed	I in the presence of

STANDARD FORMS

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Signed sealed, and Delivered by the said
Binding Signature of Employer
Binding Signature of the Contractor
In the presence of (i) Name
Address
Signature
(ii) Name
Address
Signature

STANDARD FORMS

FORM OF TENDED SECURITY
FORM OF TENDER SECURITY
WHEREAS(hereinafter called the Tenderer) has submitted his tender dated for the construction of
(name of contract)
KNOW ALL PEOPLE by these presents that WE Having our registered office at
(hereinafter called the Bank), are bound unto
(hereinafter called the Employer) in the sum of
Kshs For which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the common seal of the said Bank this
THE CONDITIONS of this obligation are:1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instruction to tenders Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:(a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required, or
(b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;
We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.
(Date)
(signature of the Bank)
(witness) (seal)

STANDARD FORMS

PE	RFORMANCE BANK GUARA	NTEE
TO:	(Name of Employer) (Address of Employer)	(Date
Dear Sir, WHEREAS_ pursuance of Contract No	(hereinafter called the Co	ontractor) has undertaken, in to execute
	(hereinafter called	the works);
	ulated by you in the said Contract recognized bank for the sum spec n accordance with the Contract;	
AND WHEREAS we have agreed	d to give the Contractor such a Ba	nk Guarantee:
	affirm that we are the Guarantor are shs (<u>amount of Guarantee in figur</u> e	nd responsible to you, on behalf of es) Kenya Shillings
undertake to pay you, upon your twithin the limits of Kenya Shilling	first written demand and without ca s	of Guarantee in words), and we avil or argument, any sum or sums
your needing to prove or to show g	grounds or reasons for your demand	
We hereby waive the necessity of presenting us with the demand.	of your demanding the said debt from	om the Contractor before
works to be performed thereunde	er or of any of the Contract docume ny way release us from liability und	the terms of the Contract or of the ents which may be made between der this Guarantee, and we hereby
This guarantee shall be valid unt	il the date of issue of the Certificat	te of Completion.
SIGNATURE AND SEAL OF TH	E GUARANTOR	
Name of Bank Address		

To:	BANK GUARANTEE FOR ADVANCE PAYMENT (name of Employer)	(Date)
	(address of Employer)	(24.6)
Gentleman,		
Ref:	(name of Contra	act)
We, called the Cont a bank guarant	with the provisions of the Conditions of Contract of the above mentione (name and Address of Contractor (ractor) shall deposit with (name tee to guarantee his proper and faithful performance under the said Cos (amount of guarantee in figures) Kenya Shil (amount of guarantee)) hereinafter of <i>Employer</i>) ntract in an lings
unconditionally payment to demand withou in the amount r	(bank of financial institution), as instructed by the Cortand irrevocably to guarantee as primary obligator and not as Surety manual institution (name of Employet whatsoever right of objection on our part and without his first claim to not exceeding Kshs (amount of guarantes)	erely, the yer) on his first the Contractor,
	(amount of guarantee in words) such ar riodically by the amounts recovered by you from the proceeds of the Co	
of the Works to between (name	ee that no change or addition to or other modification of the terms of the be performed thereunder or of any of the Contract documents which resorted end of the Contractor, shall in any way release us from any and we hereby waive notice of any such change, addition or modificate	nay be made y liability under
•	ly be made by you under this guarantee until we have received notice in vance payment of the amount listed above has been paid to the contract	•
•	shall remain valid and in full effect from the date of the advance paym name of Employer) receives full payment of the same amount from the	
Yours faithfully,	,	
Signature and S Name of the Ba Address	ank or financial institution	
Witness:	Name: Address: Signature:	 - -
Date:		

1.

1.1

QUALIFICATION INFORMATION Individual Tenderers or Individual Members of Joint Ventures Constitution or legal status of tenderer (attach copy or Incorporation Certificate) Place of registration: _ Principal place of Business:___ Power of attorney of signatory of tender: _ 1.2 Total annual volume of construction work performed in the last five years. Year Volume Currency Value 1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date. Project name of client and contact person Type of work performed and year of completion Value of Contract 1.4 Major items of Contractor #s Equipment proposed for carrying out the Works. List all information requested below. Refer also to clause 1.7 (c) of the Instructions to Tenderers. Item of Equipment Description, Make and age (years) Condition (new, good, poor) and number available Owned, leased (from whom?), or to be purchased (from whom?)

Con	tract. Attach biogra	erience of key personnel p aphical data. Refer also to Conditions of Contract.	•		
	tion Name Years ect Manager	of experience (general)	•	ence in proposed po	sition (etc)
	<u>.</u>				
4 0 0		ata anal fima a incontra di Dat	4- Ol 7 4 -		
5	•	cts and firms involved. Ref s Value of subcontract Sub	contractor (name	and address) Experie	
5	Section of the works	s Value of subcontract Sub	contractor (name	and address) Experie	nce in

1.8	Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.
1.9	Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contracted by the Employer.
1.10	Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.
1.11 2. 2.4 2.5 2.6 2.7	Proposed program (work method and schedule) in compliance with requirement of clause 1.3 of the instructions to Tenderers. Descriptions, drawings and chart s, as necessary, to comply with the requirements of the tendering documents. Joint Ventures The information listed in 1.1 – 1.10 above shall be provided for each partner of the joint venture. The information required in 1.11 above shall be provided for the joint venture. Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture. Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that: (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; (b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, and (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

	TENDER QUESTIONNAIRE
1.	Full names of tenderer
	Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below)
3.	Telephone number (s) of tenderer
4	Telex address of tenderer
	Name of tenderers representative to be contacted on matters of the tender During the tender period.
•	Details of Tenderers nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex)
Make copy and deliver to:	(Name of Employer)

STANDARD FORMS

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General				
Business Name Location of business premises; Country/Town Plot No				
Your name in full	Country of O	rigin		
Part 2(b) - Partnership				
Give details of partners as follows:				
Name in full	Nationality	Citizenship	Details shares	
1				
Private or public. State the nominal and issued capital of the company - Nominal Kshs Issued Kshs Give details of all the director as follows: Name in full Nationality Citizenship Details* Shares 1				

Part 2(d) – Interest in the Firm:			
Is there any person/persons in has interest in this firm? Yes/No.			
I certify that the above information	on is correct.		
(Title)	(Signature)	(Date)	
Attach proof of citizenship			

DETAILS OF SUB-CONTRACTORS

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

Failure to comply with this requirement may invalidate the tender.

) Portion of works to be sublet:	
(i) Full name of Sub-contractor	
And address of head office	
	ce of similar works carried out in the last 3 years with
Contract value:	
2) Portion of works to sublet:	
(i) Full name of Sub-contrac	tor
	office:
(ii) Sub-contractors experier	nce of similar works carried out in the last 3 years with
Contract value	
Contract value	
(Signature of Tenderer)	
(eignature or remacrer)	54

EVALUATION CRITERIA

TENDER EVALUATION CRITERIA

After tender opening, to determine responsiveness the tenders will be evaluated in 3 stages, namely:

- 1. Preliminary Evaluation (Mandatory Requirements Evaluation)
- 2. Technical Evaluation.
- 3. Financial Evaluation.

DETERMINATION OF RESPONSIVENESS

STAGE 1- PRELIMINARY EVALUATION (MANDATORY REQUIREMENTS EVALUATION)

This stage of evaluation shall involve examination of the Mandatory Requirements as set out in the Tender Advertisement Notice or Letter of Invitation to Tender and any other conditions stated in the bid document. These conditions may include the following:

	iditions may include the following.	
	PARAMETER	REMARKS (YES/NO)
i.	Certificate of Incorporation / Business	
	Registration (attach copy)	
ii.	Business VAT/PIN Certificate of	
	Registration (attach copy)	
iii.	Valid Tax Compliance Certificates (attach copy)	
iv.	Certificate of Confirmation of Directors and Shareholding (CR 12) for Limited company (where applicable).	
v.	Valid Single Business Permit (Wajir County) (attach copy)	
vi.	Valid NCA 5 (or Above) Registration Certificate (Building Works) (attach copy)	
vii.	Bid Security of 2% of the tender amount in form of Bank Guarantee or Insurance from a Reputable Insurance Firm	
viii.	Dully Filled, Signed and Stamped Form of Tender	

ix.	Dully filled, signed and stamped/sealed Confidential Business Questionnaire	
х.	Proof of Registered Office / Physical Address (attach copy of utility bill or lease agreement)	
xi.	All tender documents pages must be serialized	

Note:

The bid security shall be in accordance with clauses 13 and 23.2 of Instruction to Tenderers which states as follows:

- □ Clause 13.1 of Instruction to Tenderers,"the tenderers shall furnish as part of his tenders a tender surety in the amount stated in the tender document in the Appendix to Instructions to Tenderers".
- Clause 13.2 of Instruction to Tenderers, "the unconditional Tender surety shall be in Kenya shillings and be in form of a certified cheque, bank draft, an irrevocable letter of credit or a guarantee from a reputable Bank/ Insurance approved by Government of Kenya. The format of the surety shall be in accordance with the sample form included in the tender documents and the tender surety shall be valid for 180 days from the date of tender opening".
- Clause 23.2 of Instruction to Tenderers: "For the purposes of this clause, a substantially responsive tender is one which conforms to all terms and condition and specifications of the tender document without material deviation or reservation and has a valid Bank/Insurance guarantee".

The employer may seek further clarification/confirmation if necessary to confirm authenticity/compliance of any condition of the tender.

The tenderers who do not satisfy any of the above requirements shall be considered Non-Responsive and their tenders will not be evaluated further.

STAGE 2 - TECHNICAL EVALUATION

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

In accordance with clause 2.2 of Instruction to Tenderers, the tenderers will be required to provide evidence for eligibility of the award of the tender by satisfying the employer of their

eligibility under sub clause 2.1 of Instruction to Tenderers and adequacy of resources to effectively carry out the subject contract. The tenderers shall be required to fill the Standards Forms provided for the purposes of providing the required information. The tenderers may also attach the required information if they so desire.

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

_

FOR A CONTRACTOR TO BE CONSIDERED RESPONSIVE THE CUT OFF MARK IS 70/100

	PARAMETER	MAXIMUM MARKS
1	Statement of Compliance to Conditions of Contract	5
2	Dully Filled, Signed and Stamped Tender Questionnaire	5

3	Dully Filled, Signed and Stamped Confidential Business Questionnaire	10
	Provide Key personnel (Management and technical personnel) Organizational Structure (5 Marks) -Attach Copies of Academic Certificates and Curriculum Vitae of the management and technical staff i.e; 1. Project Manager- Degree in Civil / Structural Engineering/ Architecture or any other construction related course (2Marks) 2. Site Agent - Diploma or Higher in Building Construction/Civil Engineering/ Architecture or any other construction related course (2 marks) 3. Foreman- NCA Accredited or Diploma or Higher in Building Construction/Civil Engineering/ Architecture or any other construction related course (2Marks) 4. Electrical Engineer- Diploma or Higher in Electrical/ Electronic Engineering (2Marks) 5. Mechanical Engineer- Diploma or Higher in Mechanical Engineering (2Marks)	

5	Attach Copies of proof of works of completed contracts of similar nature and magnitude in the last Five (5) years No Completion certificates attached -0 marks 1NO. Copy of Completion certificate -5 marks 2NO. Copies of Completion certificates -10 marks	20
	3NO. Copies of Completion Certificates-15 marks	
	Above 4NO and above Completion certificates-20 marks	
	NB: For ongoing projects attach Letter of award/ LSO's/ Form of Agreement/Payment Certificates/ recommendation letter	
6	Audited Financial Report for Last 3 years MUST be	10
	Signed and Stamped by the Accredited Auditor	

7	Evidence of Contractors Relevant equipment and	10
	Tools i.e Poker Vibrators, Concrete Mixer,	
	Truck/Lorry, Excavator, Water Boozer, etc	
	- Schedule of Tools and Equipment showing	
	ownership or leased (2 Marks)	
	- Proof of ownership	
	No log books or lease agreements attached – (0Marks)	
	Attached 1NO Copy log books or lease agreements- (2	
	marks)	
	Attached 2NO Carios of log books on loose	
	Attached 2NO Copies of log books or lease agreements- (4 marks)	
	agreements- (4 marks)	
	Attached 3NO Copies of log books or lease	
	agreements- (6 marks)	
	Attached 4NO Copies of log books or lease	
	agreements- (8 marks)	
8	Evidence of Financial Resources	15
	Copy of Stamped & Signed Bank statements for the	
	last 12 months clearly indicating the current bank	
	balance.	
	Capacity to have cash flow of minimum of;	
	Above 50 million shillings (15 marks)	
	Between 40m - 49 million shillings (10marks)	
	Between 30m – 39million (8Marks)	
	Detween 30III – 33IIIIIII0II (olviaiks)	
	Between 20m - 39 million (6Marks)	
	Loss than 20million (4Moules)	
	Less than 20million (4Marks)	
	- Letter of good standing from the Bank (3 Marks)	
	- Proof of Access to Credit Facility - Bank	
	Overdraft (2 Marks)	

9	Works Programme showing the timelines clearly (Should demonstrate understanding of the scope of works and other general requirements)	8
10	Provide Name, Address and Telephone of your	2
	Bankers	
	TOTAL	100

NB. Bidders who attains the minimum marks (70 Marks) and above will be considered responsive and will be subjected to Financial Evaluation

STAGE 3 - FINANCIAL EVALUATION

All Responsive Bidders will be subjected to Financial Evaluation in the following fields: -

- 1. Relativity of the tender as compared to the estimate.
- 2. Reasonableness of the rates
- 3. Economics of the rates as compared to estimate and the prevailing market conditions.
- 4. Consistency of rates for similar items throughout the Bills of Quantities.
- 5 Comparative cost analysis for major items/elements of work with respect to estimate.
- 6 Possible front-loading of bill items.
- 7 Checking of errors

NOTE:

THE LOWEST EVALUATED BIDDER WHO IS SUBSTIANTIALLY RESPONSIVE AFTER THE THREE STAGES WILL BE RECOMMENDED FOR AWARD

This is to certify that	
[Name/s]	
Being the authorized representative	
	ection visit of the site of the works for the OPERATING THEATRE AT KHOROF HARAR S
	OF ENATING THEATRE AT KHOKOF HAKAK S
STRICT HOSPITAL	f2020
STRICT HOSPITAL held onday of	
STRICT HOSPITAL held onday of Signed	f20
STRICT HOSPITAL held onday of Signed	f20

NOTE: This form is to be completed at the time of the organized site visit.

SECTION NO.3

SPECIFICATIONS AND PRICING NOTES

SPECIFICATIONS AND PRICING NOTES

The contractor should read carefully the following specification for workmanship prepared in accordance with standard specifications for building works 1976 Edition prepared by the Ministry of Public Works

GENERAL ITEMS

Materials Generally

A.1

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

A.2 Material for which there is a Kenya Bureau of Standard Specification

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

A.3 Materials for which there is no Kenya Bureau of Standards specification

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

EXCAVATION AND EARTHWORK

B.1 Site Clearance

Site clearance shall include the cutting down of all trees, stumps, bushes, vegetation and rubbish, burning the debris arising in approved locations and carting remaining material to a tip provided by the Contractor.

B.2 Nature of the Soil

The Contractor is advised to visit the site and ascertain the nature of the ground to be excavated and he shall price accordingly and no claim will be allowed for want of Knowledge in this respect.

Rates for excavation shall include for excavation in soil, earth, black cotton, sandy soil, murram, tuff, soft rock, boulders or whatever other subsoil is encountered except hard rock as defined below.

B.3 Foundation Excavations

a) The foundation trenches and column bases shall be excavated to the widths and depths of the concrete foundations shown on the drawings or to such widths and depths as the Engineer may instruct after examination of the excavations. Quantities of all excavations shall be measured and valued by the Quantity Surveyor and any difference between such measurements and the measurements herein given shall be dealt with as a variation to the Contract.

If however, the Contractor excavates to any greater depths than shown in the drawings or as instructed by the Engineer, then he shall at his own expense fill in such extra depth of excavation with concrete as specified for the foundations to the satisfaction of the Engineer. The Contractor shall not be paid for the cost of any excavation executed deeper or wider than shown on the drawings or instructed by the Engineer nor the cost of back filling such excavation or disposing of surplus.

B.4 Surplus Soil Disposal

Excavated material not required for subsequent refilling shall be removed to areas off site which shall be approved by the Architect.

B.5 Top Soil for Spreading

where required in the Bills of Quantities, top soil required for subsequent spreading over finished work shall be especially selected and shall be dumped in special heaps as indicated by the Architect. Such top soil shall be reasonably free from vegetation to the satisfaction of the Architect and shall be compacted as little as possible in the heaps.

B.6 Filling under Surface Beds in Buildings

i) Murram fillings

Murram for filling as base course shall be from an approved source and of the highest quality. It shall be laid in layers not less than 150mm thick and not greater than 230mm thick prior to Compaction. Water will be applied to O.M.O and each layer will be thoroughly compacted by at Least 8 passes of a 10 tonne smooth wheeled roller or a 2 tonne vibrating roller until all Movement ceases and 100% C.B.R is obtained.

i) Hardcore filling

Hardcore filling shall be crushed rock, broken concrete or other approved hard granular Materials broken to pass not greater than a 150mm ring or to be 75% of the finished thickness of the layers being compacted whichever is the less ad graded so that it can be easily and thoroughly compacted by rolling. The filling is to be laid in layers each of a consolidated thickness not exceeding 230mm.

B.7 Anti-termite treatment

Where described the top surface of filling shall be treated with Gladiator T C Pesticides to be supplied and applied by Rentokil Ltd P O Box 44360, Nairobi or other equal and approved firm strictly in accordance with the satisfaction of the Architect. The Contractor must destroy any termite nests found within the perimeter of the building and within 20 metres from the building externally and take out and destroy queens, impregnate holes and tunnels with approved insecticide and backfill with hard material, well rammed and consolidated. The specialist shall be required to issue a 10 year guarantee to the Employer.

B.8 Polythene Sheeting

Polythene sheeting shall be produced by an approved manufacturer. Joints in sheeting shall be treble folded with a 150mm fold and taped at 300mm intervals with 50mm wide black plastic adhesive tapes. The sheeting shall not stretched but shall be laid with sufficient wrinkles to permit shrinkage up to 15%.

The Contractor shall ensure that the membrane is not pierced buying laying and concreting.

B.9 Existing Services

Before commencing works, the Contractor shall at his own expense ascertain in writing from the relevant Local Authorities and all other Public bodies, companies and persons who may be affected, the position and depths of their respective ducts, cables, mains or pipes and appurtenance. He shall thereupon search for and locate such services.

Active existing services shall be adequately protected from damage or relocated as directed by the Architect. Inactive services shall be removed or sealed off in accordance with the direction of the Architect.

B.10 Protection

The Contractor shall protect all graded and filled areas from the actions of the elements. Any settlement or washing away that occurs prior to acceptance of the works shall be repaired and grades re-established to the required elevations and slopes.

CONCRETEWORK

C. 1 Codes of Practice

All workmanship, materials, tests and performances in connection with reinforced concrete shall be in conformity with the latest edition of the British Standard for concrete works 9B.S. B110 parts 1 &

2, B. S 8004, B.S 8007) and any other approved Local and International Standards. Where inconsistency exists between these preambles and these Standards, the Contractor shall notify the Engineer in good time for his Clarification as to which of the two implications on the Contract.

C.2 Supervision

A competent person approved by the Engineer shall be employed by the Contractor whose duty will be to supervise all stages in the preparation and placing of the concrete. All cubes shall be made and site tests carried out under his direct supervision on Consultation with the Engineer.

C. 3 Cement

Cement unless otherwise specified shall be ordinary Portland Cement of a brand and source approved by the Engineer and shall comply with the requirements of K.S. 02-21. a manufacturers certificate of test in accordance with K.S. 02-21shall be supplied for each consignment delivered to the Site.

C. 4 Aggregate

Aggregates shall conform with the requirement K.S. 02 - 95 and all the proposed sources, Types and grading test results of all aggregates are to be approved in all respects by the Engineer before work commences.

If in the opinion of the Engineer the aggregate meets with the above requirements but is dirty or adulterated in any manner it shall be screened and/or washed with clean water at the Contractors expense.

Aggregate shall be delivered to the Site in their prescribed sizes or grading and shall be stock-piled on paved areas to boarded platforms in separate units to avoid intermixing. On no account shall premixed cores aggregates be brought to the patching plant. On no account shall aggregates be stock-piled on the ground.

C. 5 Water

The water used for mixing concrete shall be from an approved source, clean, fresh and free from harmful matter and comply with the requirements of B.S. 3148.

C. 6 Quality Control at Work Stage

Once the concrete mix is accepted from preliminary to works stages, the principal bases if control shall be analysis of the cube test results at 28 days.

C. 7 Cement

The Quantity of cement shall be measured by weight. Where delivered in bas, each batch of concrete is to contain one or more bags of cement in accordance with the proportions specified.

For non-structural concrete, volume batching may be used as indicated below: -

Class of concrete	15	10
Nominal mix by volume	1:3:6	1:4:8
Cubic metres of fine aggregate		

Cubic metres of fine aggregate

Per 50kg. bag of cement 0.12 0.16

Cubic metres of coarse aggregate

Per 50kg bag of cement 0.24 0.32

Max. size of coarse aggregate 40mm* 40mm*

Where batching is by volume, approved gauge boxes of such a size as will give the correct proportions shall be used, and full account shall be taken of bulking due to high moisture content.

C. 8 Construction Joints

Construction joints shall be permitted only at the positions predetermined on the drawings or as instructed on the site by the Engineer. In general they shall be located at points of minimum shear, visa, vertical at, or near micspans of slabs, ribs and deems.

C.9 Faulty Concrete

Any concrete which fails to comply with these Preambles, or which shows signs or setting before it is placed small be taken out and removed from the bite, where concrete is round to be defective after it has set the concrete shall be cut out and replaced in accordance with the Engineers instructions. On no account shall any faulty honey combed, or otherwise defective concrete be repaired or

patched until the engineer has made an inspection and issued instruction for the repair.

C.10 Steel reinforcement

The steel reinforcement shall comply with the latest requirements of the following British Standards:

^{*}or 20mm for blinding concrete where described.

Hot rolled MS for the

Reinforcement of concrete KS 02 - 22

Hot rolled MS for the

Reinforcement of concrete KS 4449

Cold worked H.Y steel for the

Reinforcement of concrete BS 4461

Hard drawn steel wire BS 4482

C.11 Fabric Reinforcement

Fabric reinforcement shall be electrically cross-welded steel wire mesh reinforcement to B.S 4483 and of the size and weight specified and made of wire to B.S 4482.

C. 12 Fixing Steel Reinforcement

Reinforcement shall be accurately bent to the shapes and dimensions shown on the Drawings and Schedules and in accordance with B.S 4466 and B.S 8110. Reinforcement must be cut and bent cold and no welded joints will be permitted unless to detailed or directed by the Engineer.

C. 13 Formwork

The method and system of formwork which the Contractor proposed to use shall be approved by the Engineer before construction commences. Formwork shall be substantially and rigidly constructed of timber, steel, plastic, precast concrete or other approved material.

All timber formwork shall be good, sound, clean, sawn, well – seasoned timber free from warps and loose knots and of scantlings sufficiently strong for their purpose.

WALLING

MATERIALS

D. 1 Cement

Cement used for making mortar shall b as described in concrete work

D. 2 Lime

The lime for making mortar shall be obtained from an approved source and shall comply with BS 890 Class A for non-hydraulic lime. The lime to be run to putty in an approved lined pit or container. The water to be first run into the pit or container and lime to be added until it is completely submerged, stirred vigorously until all lumps are disintegrated and shall be kept constantly covered with water and regularly stirred for at least four weeks. The resulting milk – lime then to be run through a fine sieve and run into a pit or other container and kept clean and moist for not less than two weeks before being used in the works.

D. 3Sand

Sand used for making mortar shall be clean, well graded siliceous sand of good hard had quality equal to samples which shall be deposited with and approved by the Architect. It shall be free from lumps of stone, earth, loam, dust, salt, organic matter and other deleterious substances, passed through a fine sieve an washed with clean water so directed by the Architect.

D.4 Water

Shall be as described in Concrete work.

D. 5 Stone

All stone shall comply with the requirements of CP 121.202 for masonry and rubble walls respectively except where amended or extended by the following clauses.

D. 6 Reinforced walls

Steel reinforcing bars in walls shall be carefully placed and spacers used to ensure that a minimum of 20mm cover is given to the reinforcement unless otherwise specified.

Horizontal reinforcement in mortar joints shall be laid such that the reinforcement is not in contact with the blocks or stone.

D. 7 Wall Ties

Wall ties shall be provided to connect walls to steel or concrete columns and beams to connect two unbounded leaves o wall.

Wall tiles shall be provided at 450mm centres both vertically and 900mm centres horizontally and shall be staggered when used to connect two leaves of unbounded wall. Wall ties shall be embedded into each material by a minimum of 50mm.

D. 8 Fair Face

All concrete and hollow blockwork described as finished with a fair face is to be built to a true and even face with the joints finished as specified hereinafter.

D. 9 Pointing

Pointing of walls shall be prepared for pointing by raking out al loose or friable material to a minimum of 15mm to form a square recess. The joints shall then be wetted and new mortar shall be forced into the joints and finished as directed.

GLAZING

MATERIALS

E. 1 General

Glass used in glazing and for mirrors shall be best quality clear glass free from visible defects so that to afford uninterrupted vision or reflection as appropriate and without obvious distortion.

E. 2 Standards

Glass for glazing and mirrors shall be approved manufacture and is to comply with B. S 952 in all respects free from flaws, bubbles, specks and other imperfections.

E. 3 Clear sheet glass etc.

The clear sheet glass shall be ordinary glazing (OG) quality.

E. 5 Obscured Glass

To be of type described and as approved Architect.

E. 6 Putty

The putty of glazing to wood sashes is to be linseed oil putty all as B.S. 644

Workmanship

E.7 General

Glazing of all types in all locations shall be carefully executed by artisans skilled in this type of work and in conformance with the recommendations of CP 152. glazing shall be carefully fitted so that it is not subject to pressure and stresses imposed by being an over tight fit within framing.

METAL WORK

MATERIALS

F. 1 Generally

All materials shall be best for their respective kids free from defects and all work is to be carried out in the most workmanlike manner and strictly as directed by the Architect. The materials in all stages of transportation, handling and stacking shall be kept clean and prevented from injury by breaking, bending or distortion and weather action.

F. 2 Mild Steel

Mild steel shall comply with B.S 15

F. 3 Hollow Section Tubing

Square and rectangular hollow section tubing shall be hot rolled mild steel in accordance with Grade 43C of B. S 4360.

F. 4 Bolts, Nuts and Washers

These shall be fabricated from materials which comply with B. S 15 and each manufactured item shall comply with the appropriate B. S.

F. 5 Galvanized Sheet Steel

To be No. 24 S.W.G. of approved manufacture to B.S 2989 of quality mild steel sheets cold rolled close annealed patent flattened and hot dip galvanized.

F. 6 Stainless Steel

Stainless steel tube shall be Authentic Steel B. S comparable to B. S. 1449 Type 316 S 16

F. 7 Steel Grills

Steel Grills shall be manufactured from section confirming with B.S 990 of heavy duty sections of the metric W20 range of approved manufacturer and design approved by the Architect.

After manufacturer and before delivery to site steel windows are to be hot galvanizes by dipping in a bath of molten zinc or painted with one coat primer.

WORKMANSHIP

F. 8 Welding

All welding is to be in accordance with the requirements with the requirements of B.S.1856 and 938 the electrodes shall comply with B.S. 639.

F.9 Painting

All steel is to be wire brushed and any loose scale, dirt or grease shall be removed before any painting is commenced. One coat of read oxide primer type A to B.S. 2523 shall be applied at the shop.

Any damage to the printing paint shall be made good to the Architects satisfaction.

F.10 Fixing of Steel Grilles

Fixing of metal grilles shall include for assembling and fixing, including screwing to sub-frames or cutting mortices for lugs in concrete or walling and running with cement mortar 91:4), bedding frames in similar mortar, pointing in mastic, bedding sills, transoms and mullions in mastic, making good finishing around both sides and fixing, and adjusting all fittings and frames.

FLOOR, WALL AND CEILING FINISHINGS

PLASTERWORK

G.1 Generally

Render, both internal and external shall be cement and sand in the proportions 1:4 finished to the thickness specified.

Plaster shall consist of an undercoat of 1 part cement to 6 parts sand by volume, and a finishing coat of 1 part cement to 10 parts lime putty. Each coat shall be finished to the thickness specified.

G. 2 Cement

Ordinary Portland cement and shall comply with K.S. 02 - 2. White and coloured cements shall comply with B.S. 12 and be obtained from an approved manufacturer.

G.3 Lime

Lime shall be prepared from hydrated lime complying with B.S. 890, Part 2.

G.4 Sands

Sands for cement and lime mixes shall comply with B.S. 1199, Table 1.

G.5 Water

Water shall be clean and kept free from all impurities.

G. 6 Mixing of materials

All materials shall be thoroughly mixed in the proportions described. No mixes of plasters, other than described shall be used.

G. 7 Period between coats

Cement – lime undercoats shall be allowed to dry out thoroughly before a further coat is applied.

G.8 Surfaces of bed and backings

<u>Screeded beds</u> for insitu finishing of floor finishing bedded in mortar, shall be left rough from the screeding board

<u>Floated beds</u> for inflexible floor finishing bedded in mastic, shall be left with a plain untextured surface.

<u>Trowelled beds</u> for flexible finishing shall be finished smooth and free from score marks, grooves or depressions.

<u>Screeded backings</u> for insitu wall finishing or wall finishing bedded in mortar shall be scratched for key.

<u>Floated backings</u> for flexible wall finishing shall be finished smooth and free from score marks or depressions.

Beds and Backings for finishing by specialists shall be to the approval of the specialist.

G. 9 Preparation of surfaces

All surfaces to receive the finishing in this section shall be thoroughly cleaned. Screeds to receive finishing bedded in mortar shall be well wetted before laying is commenced.

PAINTING AND DECORATING

MATERIALS

MATERIALS

H. 1 Colour range

Painting and decorative schemes shall be carried out in colours selected by the Architect from the approved range of colours.

H. 2 Approval of brands

The Contractor shall seek, in writing, approval from the Architect for all brands of paint he wishes to use.

H.3 Quality of Products

Where a type of paint is produced by the Manufacturer in more than one quality, only paints and materials of the first or best quality shall be used in the works. The container label shall indicate clearly the quality of the paint being used.

Where it is not evident that the first or best quality of paint is being used, the Architect will order the removal of such materials from the site and rectification of any work executed with those materials, all at the Contractors expense.

H. 5 Some makers materials used for coating

While materials for the work may be obtained from several makers, undercoats and finishing coats for a particular surface must be obtained form the same maker, (i.e. one makers undercoat).

H. 8 Remedying defects due to defective materials

All materials, which in the opinion of the Architect are unsatisfactory shall be immediately removed from the site and any work executed with such defective materials shall be made good by the Contractor, at his expense, to the satisfaction of the Architect.

H. 15 Emulsion paint

Emulsion paint (interior and/or exterior), shall have a P.V.A base and shall be of an approved brand.

The first coat shall be thinned in accordance with the manufacturers instructions. Where descried as applied externally, the paint shall incorporate an approved fungicide to prevent fungus growth.

H. 16 Black Bituminous paint

Black bituminous paint shall comply with B.S. 3416, Type 1 for general use, Type ii for drinking water tanks

H. 20 Primer for iron and steelwork

Primer for iron and steelwork shall be: -

- (a) Load based priming paint complying with B.S 2523, Type B.
- **(b)** Calcium plumbate priming paint complying with B.S 3698, Type

A H. 25 Primer for woodwork

Primer for internal woodwork, other than the internal surfaces of external doors, windows and their frames and backs of frames and linings, etc. in contact with masonry, concrete or plaster, shall be leadless white or light grey priming paint not darker than 9-093 of B.S 4800 which shall be compatible with the subsequent coats and obtained from the same maker.

H. 26 Oil paints

Hard gloss, semi-gloss matt and flat oil paints, and respective undercoats, shall be approved quality, as appropriate.

H. 27 Polyurethane lacquer

Polyurethane lacquer shall be an approved single pack or two pack lacquer as described of interior or exterior quality, as appropriate.

H. 31 Plaster, rendering, concrete blockwork and brickwork

All plaster or mortar splashes, etc shall be removed from plaster rendering, concrete, block work and brickwork by careful scraping; all holes, cracks etc, shall be stopped and the whole of the surfaces shall be brushed down to remove dust and loose materials. In addition, al traces of mould oil shall be removed from concrete surfaces y scrubbing with water and detergent and rinsing with clean water to remove all detergent.

H. 35 Iron and steel

Before fixing, all rust and scale shall be removed from iron and steel surfaces by wire-brushing, scraping, hammering, flame cleaning etc.

H.37 Hardwood

All dirt and grease shall be removed from hardwood surfaces. After priming, all nail holes and other imperfections shall be stopped.

H. 38 Fibreboard

All dirt shall be brushed off from fibreboard surfaces. After priming all nail holes and other imperfections shall be stopped.

H. 39 Plywood

Surfaces of plywood to be painted shall be filled as required with a plaster based filler for Internal work, and a filler as described in stopping here before for external work, an then rubbed down and all dust and loose materials brushed off.

H. 40 Woodwork to be painted

Before fixing woodwork, all surfaces which will be visible after fixing shall be rubbed down and all knots and resin pockets shall be scorched back and coated with knotting.

After priming and fixing, all nail holes and other imperfections shall be stopped and the whole surface shall be rubbed down and all dust brushed off.

H. 41 Woodwork to receive clear finish.

All holes and other imperfections in surfaces to receive a clear finish shall be stopped and the whole surface shall be rubbed down to a fine satin finish and all dust brushed off.

Workmanship

H. 42 Standard of workmanship

Prior to the commencement of internal or external decoration, areas not exceeding 50 square metres in total area, and designated by the architect, shall be completely decorated, and after approval shall be used as a standard for the whole of the works. Any additional cost involved in carrying out such decoration in advance of the general work shall be deemed be included in the Contract Sum. Such decorated surfaces shall be made good and touched up as necessary prior to the handing over of the works.

H.43 Stirring of materials

The contents of all cans and containers of all materials must be properly and thoroughly stirred before and during use and shall be suitably strained as and when necessary.

H. 44 Manufacturers instructions

All materials shall be used strictly in accordance with instructions issued by the manufacturers concerned. The addition of thinners, driers or other materials will only be permitted when specially required by the maker and the procedure approved by the Architect.

H. 45	Brush work		
	Unless otherwise described, al coatings shall be applied by Brush. Written permission must be obtained from the Architect for the application of coatings by spray or roller where not so described, and if permission is granted, such application shall not result in extra cost to the Employer.		

ITEM NO.		Amount Kshs.	
NO.	PARTICULAR MATTERS	NSHS.	
Α	VALUE ADDED TAX; The contractor shall allow for 16% Value Added Tax (V. A. T.) In his/her built		
	The contractor shall allow for 16% Value Added Tax (V.A.T) In his/her built up rates.		
	Please note that the Government is no longer deducting the 16% VAT. All obligations to pay all taxes, including VAT shall be borne by the contractor.		
В	FIRM PRICE CONTRACT		
	This is a firm price contract and the Contractor must allow in his tender rates for any increase in the cost of labour and/or materials during the currency of the contract.		
	KSHS		

ITEM NO.		Amoun Kshs	
А	SCOPE OF CONTRACT		
	The works to be carried out under this contract comprise PROPOSED CONSTRU OPERATING THEATRE AT KHOROF HARAR SUB-DISTRICT HOSPITAL	CTION OF	
В	DESCRIPTION OF THE WORKS PROPOSED CONSTRUCTION COVID-19 ISOLATION CENTRE IN WAJIR T	OWN	
С	FLOOR AREA		
	The approximate gross total gross area is 300 square metres .lt is given without warranty but for guidance only.		
D	MEASUREMENTS		
	In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract document shall immediately be referred to the Project Manager.		
Е	LOCATION OF SITE		
	The site for works is located at Khorof Harar Sub-County Hospital.		
	The tenderer shall be deemed to have visited the site and familiarized himself with all site conditions prior to submission of tenders.		
	No claims arising from the tenderers failure to do so will be entertained.		
	KSHS		
	56		

ITEM NO.		
100.		
А	EXISTING BUILDING SERVICES	
	Special precautions shall be required throughout the contract period to avoid damage to the existing cables, drains and other services.	
	The contractor shall allow for making good any damage arising from his actions during execution of this contract at his own expense.	
В	GENERAL	
	The contractor is referred to the General Specifications for Building Works 1976 Edition Pages B1 – B2 inclusive and must allow for all costs in complying with these clauses.	
С	CONTRACT COMPLETION PERIOD	
	The contract completion period in accordance with condition 31 of the conditions of contract must be strictly adhered to.	
	The PROJECT MANAGER shall strictly monitor the Contractors progress in relation to the progress chart and should it be found necessary, the PROJECT MANAGER shall inform the Contractor in writing that his actual performance on site is not satisfactory.	
	In all such cases, the Contractor shall accelerate his rate of performance, production and progress by all means such as additional labour, plant etc., and working overtime all at his cost.	
D	WORKING CONDITIONS	
	The Contractor shall allow in his rates for any interference that he may encounter in the curse of execution of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed.	
	KSHS	
	Section No. 1	
	Bill No. 1 PARTICULAR MATTERS	
	I AKTIOOLAK WATILIKO	

ITEM		Amount	
NO.		Kshs.	
Α	SIGN BOARD		
	Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a signboard as designed, specified and approved by the Project Manager.		
В	LABOUR CAMPS		
	The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.		
С	MATERIALS FROM DEMOLITIONS		
	Any materials arising from demolitions and not re-used shall become the property of the government. The Contractor shall allow in his rates the cost of assembling and keeping them in the office yard.		
D	PRICING RATES		
	The tender 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.		
	KSHS		
	Section No. 1		
	Bill No. 1 PARTICULAR MATTERS		

ITEM NO.			Amount Kshs.	
NO.			NSHS.	
A	PARTICULAR INSERTIONS TO BE MADE IN TO CONTRACTOR AGREEMENT	N APPENDIX		
	Period of Final measurements	3Months from practical completion		
	2. Defects liability period	6 Months from practical completion		
	3. Date of possession	To be agreed with Project Manager		
	4. Date of completion	12 weeks after Commencement		
	5. Liquidated and Ascertained Damages	At the rate of Kshs.100, 000 per week or part thereof		
	6. Period of issuing interim certificates	Monthly		
	7. Period of honouring certificates	Thirty (30) days		
	8. Percentage certified value retained	10%		
	9. Limit of Retention Fund	5% of contract sum		
	10. Bonds	The bonds required shall be from Approved Banking institutions only		
		KSHS		
	Occident No. 4			
	Section No. 1 Bill No. 1 PARTICULAR MATTERS			

Sec	ction No. 1		
Bill	No. 1		
PAF	RTICULAR MATTERS		
COI	LLECTION		
		Amount Kshs.	
Tota	al Brought Forward from Page No.		
	-55-		
	-56-		
	E7.		
	-57-		
	-58-		
	-59-		
	Carried forward to Summary of Section No. 1 KSHS		
	otion No. 1 No. 1		
	RTICULAR MATTERS		

Item			Amount	
No.			Kshs.	
А	The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.			
В	ABBREVIATIONS Throughout these Bills, units of abbreviated and shall be interpr			
	C.M.	Shall mean cubic metre		
	S.M.	Shall mean square metre		
	L.M.	Shall mean linear metre		
	MM	Shall mean millimeter		
	Kg.	Shall mean Kilogramme		
	No.	Shall mean Number		
	Prs	Shall mean Pairs		
	B.S	Shall mean the British Standard Specifications Publishes by the British Standards Institution, 2 Park Street, London W.I		
	Ditto	Shall mean the whole of the preceding description except as qualified in the description in which it occurs		
	M.S	Shall mean measured separately		
	a.b.d	Shall mean as before described		
	P.M	Shall mean Project Manager		
		KSHS		
		Kono		

ITEM NO.		
Α	EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT	
	Attendance; clause B19 (a) of the Standard Method of Measurement is deleted and the following clause is substituted: -	
	Attendance on nominated sub-contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work: clearing away rubbish; unloading checking and hoisting: providing electric power and removing and replacing duct covers, pipe casings an the like necessary for the execution and testing of sub-contractors' work and being responsible for the accuracy of the same.	
В	Fix only: - "Fix Only" shall mean take delivery at nearest railway station (unless otherwise stated), pay all demurrage charges, load and transport to site where necessary unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.	
	The Employer is:	
	CHIEF OFFICER, DEPARTMENT OF MEDICAL SERVICES	
С	PROJECT MANAGER The term "P.M" wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in condition 1 of the conditions of Contract or such person or persons as may be duly authorized to represent him on behalf of the Government.	
D	ARCHITECT The term "Architect" shall be deemed to mean "The P.M. as defined above whose address unless other wise notified is County Works Officer, P.O. Box 120, WAJIR	
E	QUANTITY SURVEYOR The term "Quantity Surveyor" shall be deemed to mean "The P.M" as defined above whose address unless otherwise notified is County Works Officer, P.O. Box 120 WAJIR	
	KSHS Section No. 1	
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ITEM NO.		
А	ELECTRICAL ENGINEER	
	The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above whose address unless otherwise notified is County Works Officer, P.O. Box 120 WAJIR	
В	MECHANICAL ENGINEER	
	The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above whose unless otherwise notified is County Works Officer, P.O. Box 120 WAJIR	
С	STRUCTURAL ENGINEER	
	The term "Structural Engineer" shall be deemed to mean "The P.M" as defined above whose address unless otherwise notified is County Works Officer, P.O. Box 120 WAJIR	
D	FORM OF CONTRACT	
_	The form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of building Works (2000 Edition) included herein. The Conditions of Contract are also included herein.	
E	CONDITIONS OF CONTRACT	
	These are numbered from 1 to 21 as set out in pages 15 to 25 of these tender documents. Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities.	
F	BOND	
	The Contractor shall find and submit on the Form of Tender and approved bank and who will be willing to be bound the Government in an amount equal to Five percent (5%) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the PROJECT MANGER and who will when and if called upon, sign a bond to that effect on the relevant standard form included herein. (Without the addition of any limitations) on the same day as the Contract Agreement is signed, by the Government, the Contractors shall furnish within seven days another surety to the approval of the Government.	
	KSHS	
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ITEM		Amount	
NO.		Kshs.	
А	PLANT, TOOLS AND VEHICLES		
	Allow for providing all scaffolding plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works for any kind shall be used afterwards in the permanent work.		
В	TRANSPORT		
	Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.		
С	MATERIALS AND WORKMANSHIP		
	All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.		
D	SIGN FOR MATERIALS SUPPLIED		
	The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANGER at the current market prices including Customs Duty and V.A.T., all at the contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER.		
E	STORAGE OF MATERIALS		
	The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.		
	KSHS		
	Section No. 1		
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	GENERAL MATTERS		

ITEM		Amount	
NO.		Kshs.	
Α	SAMPLES		
	The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the ministry of Roads, Housing and Public Works.	-	
	The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER. The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.		
В	GOVERNMENT ACTS REGARDING WORK PEOPLE ETC.		
	Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provision of the Factory Act 1950 and his tender must include for al costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health an welfare of the workpeople.		
	The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labour, labour camps, passes for transport, etc. it is most important that the contractor, before tendering, shall obtain form the relevant Authority the fullest information regarding all such and regulations an/or restrictions which may affect the organization of the works, supply and control of labour, etc, and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.		
С	SECURITY OF WORKS ETC.		
	The Contractor shall be entirely responsible for the security of all the works stores materials, plant, personnel, etc, both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.		
	KSHS		
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ITEM NO.		Amount Kshs.	
А	PUBLIC AND PRIVATE ROADS	7 (6/16)	
	Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority an the PROJECT MANAGER.		
В	EXISTING PROPERTY		
	The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER.		
С	VISIT SITE AND EXAMINE DRAWINGS		
	The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect this tender. No claim arising from his failure to comply with this recommendation will be considered.		
D	ACCESS TO SITE AND TEMPORARY ROADS		
	Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads (approximately 70 metres long) for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the contractor shall remove such temporary access roads; temporary culverts, bridges, etc and make good and reinstate all works and surfaces distributed to the satisfaction of the PROJECT MANGER. The Contractor should also allow for relocating existing fence (approximately 30 metres long).		
Е	AREA TO BE OCCUPIED BY THE CONTRACTOR		
	The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc, shall be defined on site by the PROJECT MANAGER		
	KSHS		
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	GENERAL MATTERS		

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VO.		
Α	OFFICE ETC. FOR THE PROJECT MANAGER The Contractor shall provide, erect and maintain where directed on site an afterwards dismantle the site office of the type approved by the Project Manager, complete with Furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock – up type water or bucket closet for the solo use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government of Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with leveling staff, ranging rods and 50 metre metallic or linen tape.	
В	WATER AND ELECTRICITY SUPPLY FOR THE WORKS The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required as this own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER. The contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the contractor must make his own arrangements for augmenting this supply at his own cost. Nominated subcontractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.	
С	SANITATION OF THE WORKS The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER.	
D	SUPERVISION AND WORKING HOURS The works shall be executed under the direction and the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the contractor and sub-contractors or other places where works is being prepared for the contract.	
	KSHS	
	Section No. 1 Bill No. 2	
	GENERAL MATTERS	

ITEM		
NO.		
Α	PROVISIONAL SUMS The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (i) of the Standard Method of Measurement mentioned in Condition No. 16 of the condition of Contract. Such sums are net and no addition shall be made to them for profit.	
В	PRIME COST (OR P.C) SUMS The term "Prime Cost Sum" or "P. C Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement mentioned in Condition No. 16 of the conditions of Contract. Persons of rims nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods a stated in condition No. 20 of the Conditions of Contract are described herein as nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as nominated Suppliers.	
С	PROGRESS CHART The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a progress chart of the whole of the works including the works of Nominated Sub-Contractors; one copy and be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress can be recorded and chart to be amended as necessary as the work proceeds.	
D	ADJUSTMENT OF P.C. SUMS In the final account all P.C sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of the m added to the Contract Sum. The contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. In terms of profit upon P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them. Should the contractor be permitted to tender and his tender be accepted of any work for which a P.C Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were	
	attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor. KSHS Section No. 1 Bill No. 2 GENERAL MATTERS	
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	Kshs.	
ADJUSTMENT OF PROVISIONAL SUMS		
In the final account all Provisional Sums shall be deducted at the value of the works properly executed in respect of them upon the PROJECT MANAGER'S order added to the Contract Sum. Such work shall be valued as described for variations in conditions No. 13 of the Conditions of Contract, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.		
NOMINATED SUB-CONTRACTORS		
When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No. 8 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractor's work concerned in the P.C Sums under the description "add for Attendance".		
DIRECT CONTRACTS		
Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C Sum the priced bills of Quantities will be adjusted as described for P.C. Sum and allowed.		
ATTENDANCE UPON OTHER TRADESMEN, ETC		
The contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor shall, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after he work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent at rates provided in these Bills.		
KSHS Section No. 1		
Bill No. 2		
	In the final account all Provisional Sums shall be deducted at the value of the works properly executed in respect of them upon the PROJECT MANAGER'S order added to the Contract Sum. Such work shall be valued as described for variations in conditions No. 13 of the Conditions of Contract, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added. NOMINATED SUB-CONTRACTORS When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No. 8 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractor's work concerned in the P.C Sums under the description "add for Attendance". DIRECT CONTRACTS Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C Sum the priced bills of Quantities will be adjusted as described for P.C. Sum and allowed. ATTENDANCE UPON OTHER TRADESMEN, ETC The contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this contract every facility for carrying out their work and also for use of his ordinary scaffolding for them. The Contractor shall, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after he work of such tradesmen or persons as may be ordered by	In the final account all Provisional Sums shall be deducted at the value of the works properly executed in respect of them upon the PROJECT MANAGER'S order added to the Contract Sum. Such work shall be valued as described for variations in conditions No. 13 of the Conditions of Contract, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added. NOMINATED SUB-CONTRACTORS When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No. 8 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractor's work concerned in the P.C Sums under the description "add for Attendance". DIRECT CONTRACTS Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C Sum the priced bills of Quantities will be adjusted as described for P.C. Sum and allowed. ATTENDANCE UPON OTHER TRADESMEN, ETC The contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor shall, however, shall not be required to erect any special scaffolding. The Contractor shall, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for an

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Α	INSURANCE		
	The Contractor shall insure as required in conditions Nos.30 of the Conditions and Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER'S inspection.		
В	PROVISIONAL WORK		
	All work described as "Provisional" in these Bills of Quantities is subject to re-measurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at this own expense.		
С	ALTERATIONS TO BILLS, PRICING, ETC.		
	Any unauthorized alteration or qualification made to the text of the Bills of Quantities may cause the tender be disqualified and will in any case be ignored. The contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.		
D	BLASTING OPERATIONS		
	Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's solo risk and cost in accordance with any Government regulations in force of the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.		
	KSHS		
	Section No. 1		
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	Amount	
	Kshs.	
MATERIALS ARISING FROM EXCAVATIONS		
Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.		
PROTECTION OF THE WORKS Provide protection of the whole of the works contained in the Bills of Quantities, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.		
REMOVAL OF RUBBISH ETC		
Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.		
WORKS TOBE DELIVERED UP CLEAN		
Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metal work and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER.		
FIRM PRICE CONTRACT		
Unless otherwise specifically stated in the Particular Preliminaries this is a firm price contract and the Contractor must allow in his tender rates any increase in the cost of labour and/or materials during the currency of the contract.		
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Section No. 1		
Bill No. 2 GENERAL MATTERS		
	Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed. PROTECTION OF THE WORKS Provide protection of the whole of the works contained in the Bills of Quantities, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government. REMOVAL OF RUBBISH ETC Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion. WORKS TOBE DELIVERED UP CLEAN Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metal work and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER. FIRM PRICE CONTRACT Unless otherwise specifically stated in the Particular Preliminaries this is a firm price contract and the Contractor must allow in his tender rates any increase in the cost of labour and/or materials during the currency of the contract.	Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed. PROTECTION OF THE WORKS Provide protection of the whole of the works contained in the Bills of Quantities, including casing, casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government. REMOVAL OF RUBBISH ETC Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion. WORKS TOBE DELIVERED UP CLEAN Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metal work and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER. FIRM PRICE CONTRACT Unless otherwise specifically stated in the Particular Preliminaries this is a firm price contract and the Contractor must allow in his tender rates any increase in the cost of labour and/or materials during the currency of the contract.

ITEM		Amount	\neg
NO. A	GENERAL SPECIFICATION For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.	Kshs.	
В	TRAINING LEVY The Contractor's attention is drawn to the legal notice which requires payment by the Contractor of a Training Levy at the rate of 1/4% of the Contract sum on all contracts of more than Kshs. 1,000,000.00 in value.		
С	MATERIALS ON SITE All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.		
D	HOARDING The contractor shall enclose the site or part of the works under construction with a hording 2400mm high consisting of gauge 30 iron sheets on 100 x 50mm cypress timber posts firmly secured at 1800mm centres with two 75 x 50mm timber rails complete with 2No. vehicular gates and 1No. Pedestrian gate. The contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's properly on site.		
E	CONTRACTOR'S SUPERINTENDENCE/SITE AGENT The Contractor shall constantly keep on the works literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the conditions of Contract.		
F	COPYRIGHT The copyright of these documents is vested in the Government of Wajir County . No part of this document may be reproduced in any form or by any means without their prior permission.		
	KSHS Section No. 1		

Bill No. 2 GENERAL MATTERS

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Section No. 1			
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GENERALMATTERS			
COLLECTION			
		Amount Kshs.	
Total Brought Forward from Page No.	0.4	NS115.	
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Carried Forward to Summary of Section No. 1	KSHS	3	
Section No. 1 Bill No. 2			

GENERAL MATTERS

	SECTION SUMMARY - PRELIMIN	<u>ARIES</u>				
Bill No.			Page No.		Amoun Kshs	
1	PARTICULAR MATTERS		-60-			
2	GENERAL MATTERS		-73-			
	Carrie	ed to Grand Summary		KSHS		
	Section No. 1					

APPE	ENDIX TO THE GENERAL CONDITIONS	
A	Bid Validity	90 Days
В	Master Programme Submission Date	Seven Days after Site Possession
С	Defects Liability Period	6 months from practical completion
D	Insurance cover against injury to persons and property (Contractors all risk)	Kshs 5,000,000
E	Date for Site Possession	Seven days after letter of award
F	Liquidated and ascertained damages	At the rate of Kshs 100,000 per week or part thereof
G	Date of commencement of works	To Be Agreed with PM
Н	Completion Date/ Contract Period	< 12 weeks
L	Interval for application of payment certificates	4 weeks
J	Minimum amount of payment certificate	kshs 500,000.00
K	Percentage of certified value retained	10% and thereater 5% during the defects liability period
L	Limit of retention fund	To be inserted as sum equivalent to 5% of the contract sum
M	Period of final measurement and valuation	6Monthsfromcertifiedpractical completion
N	Defects liability period	6 Months from Certified Practical Completion of the Works
0	Performance Bond	5 % of Contract Amount
P	Fluctuations	The Contract shall be at fixed prices which shall not be revised. Contractor to allow in his tender for any increase in the cost of labour and/or material for any reason whatsoever during the currency of the Contract
Q	Bid bond	kshs 200,0000.00

BILLS OF QUANTITIES

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SURGICAL WARD				
	ELEMENT NO.1				
	SUBSTRUCTURES (ALL PROVISIONAL)				
	Site clearance				
A	Clear site of works of shrubs, bush and small trees, grub up roots and burn debris	312	SM		
В	Destroy termite nests within site of works, take out and destroy queens, impregnate holes and tunnels with insecticide and fill voids with approved material		ITEM		
С	Excavate to remove top soil and load, wheel and deposit where directed, average depth 200mm	312	SM		
	<u>Earthworks</u>				
D	Excavate for foundations commencing at reduced level n.e. 1.5m deep	142	СМ		
E	Extra over for excavating in soft rock	10	СМ		
	Disposal				
F	Backfilling around foundations	15	СМ		
	Total Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
A	Load and cart away surplus spoil to approved dump site	137	СМ		
	Imported filling				
В	Approved hardcore filling to make up levels	59	СМ		
С	Compact surface of existing hardcore and blind with murram to receive concrete	297	SM		
	Damp proof membrane				
D	500 gauge polythene laid under surface beds	297	SM		
	Anti-termite treatment				
E	Chemical anti-termite treatment executed by an approved specialist under a ten year guarantee to surfaces of hardcore, etc.	297	SM		
	Plain concrete 1:4:8				
F	Blinding under foundations and bases, thickness 50mm.	79	SM		
	Vibrated reinforced concrete class 20				
G	Foundation	9	СМ		
н	Beds, thickness 150mm	297	SM		
	Total Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Reinforcement (all provisional)				
	High yield deformed steel bar reinforcement to BS4461				
Α	12mm diameter	270	Kg		
В	10mm diameter	360	Kg		
С	8mm diameter	270	Kg		
	Mild steel bar reinforcement to BS4449				
D	8mm diameter	180	Kg		
	Steel mesh fabric reinforcement to BS 4483				
E	Layer of mesh fabric reinforcement laid in slab or bed with 200mm side and end laps (measured net- no allowance made for laps) Ref: A142 weighing 2.22kg per square metre	297	SM		
	Formwork				
F	Sides of foundations, bases, etc	79	SM		
G	Edges of slab girth 75-150mm	72	LM		
	Total Covered to Callagaian				
	Total Carried to Collection				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Load bearing natural stone rough dressed Stone walling in cement and sand mortar (1:3)				
Α	Walling thickness 200mm	92	SM		
В	20 gauge hoop iron ties 25mm wide and 450mm girth cast into concrete one end and built into mortar joint of walling	112	No.		
	Bituminous felt damp proof courses laid on and including levelling screed of cement mortar				
С	In walling, width 200mm	132	LM		
	Cement and sand (1:4) rendering				
D	Rendering to concrete surfaces finished with a steel float, thickness 20mm	46	SM		
	Prepare and apply three coats bituminous paint				
E	Rendered surfaces externally	46	SM		
	Total Carried to Collection Below				
	Collection				
	Brought forward from page OT/1				
	Brought forward from page OT/2				
	Brought forward from page OT/3				
	Brought down from above				
	Total of Element 01 Carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 2				
	R.C. SUPERSTRUCTURE				
	Vibrated reinforced concrete class 20				
Α	Beams	18	СМ		
	Reinforcement				
	High yield deformed steel bar reinforcement to BS 4461				
В	12mm diameter	1080			
С	10mm diameter	864	Kg		
D	8mm diameter	950	Kg		
	Mild steel reinforcement to BS4449				
E	8mm diameter	855	Kg		
	<u>Formwork</u>				
F	Sides and soffits of beams	132	SM		
	Total of Element 02 Carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 3				
	SUPERSTRUCTURE WALLING				
	EXTERNALLY				
	Approved load bearing fine chiselled, zero joint, dressed and rubbed stone walling in cement and sand mortar				
A	Walling, thickness 200mm	268	SM		
В	Extra for fair face and neat horizontal and vertical zero joints	268	SM		
	INTERNALLY				
	Approved load bearing fine chiselled, zero joint, dressed and rubbed stone walling in cement and sand mortar				
С	Walling, thickness 200mm	193	SM		
	Total of Element 03 Carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 4				
	ROOF CONSTRUCTION, COVERING AND RAINWATER				
	ROOF CONSTRUCTION				
	Roof construction				
	All the following structural timber shall be Sawn second grade treated cypress with 9-15%M.C.				
Α	100 x 50 mm Wall plate.	92	LM		
В	75 X 50 mm Purlins	245	LM		
	<u>Trusses</u>				
	The following in Trusses with nailed connections and rising approximately 2.80m above ground level				
С	150 x 50 mm rafters.	218	LM		
D	Ditto common rafters	48	LM		
E	150 x 50 mm ties and struts.	170	LM		
F	150 x 50 mm joists.	194	LM		
	Roof covering				
G	Gauge 28 prepainted Box profiled Roofing Sheets	392	SM		
н	Ditto; Ridge to match	24	LM		
ı	200 x 25mm wrot cypress fascia board	80	LM		
	Fascia boards				
J	200 x 20mm thick wrot cypress fascia and barge boards nailed to the ends of rafters	72	LM		
	Rain Water Gutters				
к	Supply and Fix 150mm diameter heavy duty plastic gutters fixed with brackets screwed to fascia boards, including all accessories	72	LM		
L	150mm diameter downpipes fixed to walls with holder bats	30	LM		
	Total of Element 04 Carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 5:				
	DOORS				
	Steel Casement doors as:-				
Α	Steel casement double-door overall size 1500 x 2400mm high; lower half infilled with steel panels and upper panels glazed with frosted glass and putty including all fittings and accessories and building into masonry	6	NO		
В	Ditto but single door size	4	NO		
С	Steel door locks as 'Union' or equal and approved	10	NO		
	Flush doors				
D	45mm thick semi-solid cored flush door overall size 900 x 2100mm	2	NO		
	Wrot Mahogany or other equal and approved :-				
E	100 x 50mm Frame with two labours plugged	11	LM		
F	45 x 38mm architrave	11	LM		
G	25mm diameter quadrant	11	LM		
	Supply and fix the following ironmongery with screws to match.				
н	2 Lever ditto	2	NO		
1	100mm Brass butts hinges	1	PRS		
J	40mm Diameter rubber door stops	14	NO		
K	Prepare and apply three coats wood preservative primer to backs of timber frame not exceeding 100mm girth	33	LM		
	Knot, prime, prepare and apply three coats gloss oil paint to:				
L	General surfaces of timber	34	SM		
N	Ditto on general surfaces of steel doors	75	SM		
	Total of Element 05 Carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 6:				
	WINDOWS				
	Precast concrete units class 25 (25 mm aggregate) reinforced with 2 No. 12 mm diameter bars				
A	150 x 50 mm thick Cill; weathered, throated moulded to architectural details.	25	LM		
В	25 x 3 mm water bar including fixing	25	LM		
	Supply and fix louvre windows complete with RLCO adjustable aluminium louvre window frames in 150mm wide blades, 150x5mm thick louvre glazing with polished edges; with and including 100x50mm thick prime grade cypress timber framing and intermediate members, architraves and quadrants as approved. All to be set and fixed in position to 200mm thick wall including all				
С	Size 1500 x 1500mm	12	NO		
D	Size 600 x 900mm	2	No		
E	Burglar proofing consisting of 12mm diameter round bars built into frame	126	LM		
F	5 mm thick clear sheet glass and glazing in 150mm wide blades	126	LM		
G	Supply and fix mosquito gauze and coffee tray wire to timber frame with and including 50 x 20mm beading	28	SM		
Н	Prepare and apply three coats of gloss solo paint to window surfaces measured flat overall; internally.	28	SM		
ı	Ditto; externally.	28	SM		
	Total of Element 06 Carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 7:				
	EXTERNAL FINISHES				
	Render				
	Cement and sand (1:4) rendering				
A	Rendering to beam and lintol surfaces finished with a wood float, thickness 25mm	38	SM		
В	Ditto to surfaces of wall beneath windows	28	SM		
С	Horizontal and Vertical Keying and pointing to wall mortar joints.	268	SM		
	Paving Slabs				
D	50mm thick medium duty precast concrete paving slabs laid on sand bed and jointed with neat v-joints	86	SM		
	Total of Element 07 Carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 8:				
	INTERNAL FINISHES				
	FLOORS				
	FLOORS				
	Cement and sand (1:4) screeding smooth trowelled				
Α	30mm Thick to floors to received floor tiles	297	SM		
	Non-slip tiles				
В	8mm thick non-slip tiles neatly fixed to floor with grout	297	SM		
С	100mm wide ditto Skirting	187	LM		
	Wall finishes				
	12mm thick gauged plaster 1:4 to:-				
D	Wall surfaces internally	505	SM		
	Wall tiles				
E	Supply and fix wall tile to wet areas	30	SM		
	Ceiling				
F	50 X 50mm celcured cypress timber brandering	1,188	LM		
G	Ditto but plugged to wall	187			
Н	12mm thick Celotex softboard ceiling boards fixed to brandering	297	SM		
	Total of Floment 09 Carried to Summany				
	Total of Element 08 Carried to Summary				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 9				
	PAINTING & DECORATING				
	DOORS				
	Prepare and apply two undercoats stainer and two finishing coats of first quality super gloss paint to:-				
Α	General surfaces of external doors	40	SM		
В	Timber surfaces girth 200-300mm	6	LM		
	Timber surfaces girth 200 300mm		LIVI		
	WALLS AND CEILINGS				
	Prepare and apply one undercoat and two finishing coats of 1st quality silk vinyl paint to:-				
		505	CM		
С	General plastered surfaces of walls internally	505	SM		
D	Ditto Externall	306	SM		
	Prepare and apply one undercoat and two finishing coats of 1st				
	quality silk vinyl paint to:-				
E	Surfaces of softboard ceilings	297	SM		
	Prepare and apply one undercoat and two finishing coats of 1st				
	quality gloss oil paint to:-				
F	Timber surfaces girth 200-300mm	86	LM		
	Total of Element 9 Carried to Summary				
<u> </u>	Total of Lieffield 9 Carried to Suffillary				1

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO. 10				
	SANITARY APPLIANCES AND PLUMBING				
	Supply and fix the following Sanitary Appliances complete with fixing accessories:-				
Α	Ceramic Water Closet Western Type complete	2	NO		
В	Ceramic Wash Hand basin complete	5	NO		
С	Shower unit complete	1	No		
D	900 Ltr overhead plastic storage tank including all fixing accessories	2	NO		
F	20mm diameter PPR piping and accessories in roof space and wall chase including all jointing accessories	120	LM		
	Foul water drainage				
G	Excavate trench for dia 160mm sewerpipe starting from ground level not exceeding 1.5m deep, backfill after laying pipe and dispose excess average depth 1.0m	60	LM		
н	Provide, lay and joint in trench dia 160mm golden brown class 41 sewer pipe in flexible joints (rubber ring or lip seal joint) including 100mm approved murram bed and haunch to detail (50)5310 type F	60	LM		
1	Provide materials and erect manhole type B & to detail (50)5301 including all necessary excavations, backfilling and disposal of surplus material and formwork and medium duty manhole cover and frame to detail (50)5313 type 'B' average depth 0.9m	5	NO		
J	Ditto Gulley traps	2	NO		

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	FIXTURES AND FITTINGS				
	The following in Worktops				
Α	75mm thick reinforced concrete (1:2:4) worktop built into wall	30	SM		
В	Sawn formwork to soffites of slab	30	SM		
С	BRC fabric mesh reinforcement No. 65	30	SM		
D	100mm thick solid concrete block walling in cement/sand mortar 1:3	21	SM		
E	12mm thick plaster (1:4) steel trowel finished to walling surfaces	24	SM		
F	25mm thick screed smooth trowel finished to surfaces of worktops	24	SM		
	<u>Cabinets</u>				
G	Overhead cabinets in blockboard, overall size 900 x 600 x 600mm including all locks, hinges, handles and accessories	9	NO		
н	Cabinets under worktops in blockboard, overall size 200 x 600 x 900mm including locks, hinges, handles and accessories	9	NO		
	TOTAL CARRIED TO GRAND SUMMARY				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SUMMARY				
1	Substructure				
2	Reinforced Concrete Superstructure				
3	Superstructure Walling				
4	Roof Construction, Covering & Rainwater Disposal				
5	Doors				
6	Windows				
7	External Finishes				
8	Internal Finishes				
9	Painting and Decorating				
10	Plumbing and Sanitary Fittings				
11	Fixtures and Fittings				
	TOTAL OPERATING THEATRE CARRIED TO GRAND				

ELECTRICAL WORKS FOR THE PROPOSED THEATRE AT KHOROF HARAR SUB-COUNTY HOSPITAL

ITEM	DESCRIPION	QTY	UNIT	RATE	AMOUNT
	Supply, install, test and commission the following:-				
А	LIGHTING POINTS Lighting points wired in 3 x 1.5mm ² S-C PVCI copper cables drawn in concealed 20mm diameter heavy gauge PVC conduits complete with necessary accessories excluding switches and fittings	23	NO		
В	SWITCHES 10 Amps moulded ivory switch plate as Powermax or approved equivalent as follows:- 1) one gang one way 2) two gang one way	10 2	NO NO		
С	LIGHTING FITTINGS Lighting fittings complete with lamps of the correct wattage as follows:- 1) 1200mm, 1 x 36w standard waterproof IP65 fluorescent batten fittings as Powermax 2) 600mm, 1 x 18w bare fluorescent batten fittings as powermax 3) 100W polycarbonate bulkhead fittings as Thorn or approved equivalent 4) Spherical ball fitting complete with energy saving bulb as Thorn or approved equivalent	12 3 6 2	NO NO NO		
D	POWER POINTS, SOCKET OUTLETS AND OTHER ITEMS Socket outlet points wired in 3 x 2.5mm ² S-C PVCI copper cables drawn in concealed 20mm diameter heavy gauge	14	NO		
	Total carried collection				

ITEM	DESCRIPION	QTY	UNIT	RATE	AMOUNT
A	13Amps waterproof twin socket outlets as Powermax or approved equivalent	11	NO		
В	13Amps waterproof single socket outlets as Powermax or approved equivalent	3	NO		
D	Power points wired in 4 x 4.0mm ² S-C PVCI copper cables drawn in concealed 25mm diameter heavy gauge for sterilization				
	equipment	2	NO		
E	32A SP isolator flush mounted on the wall	2	NO		
F	Ceiling fan points wired in 3 x 1.5mm ² S-C PVCI copper cables drawn in concealed 20mm diameter heavy gauge PVC				
G	conduits complete with fixing accessories	5	NO		
Н	1400mm,3-arm ceiling fan as orient	5	NO		
I	Power points wired in 3 x 4.0mm ² S-C PVCI copper cables drawn in concealed 25mm diameter heavy gauge conduits for air				
	conditioners	4	NO		
J	20Amps double pole switch as powermax	4	NO		
К	18000BTU/HR split room air conditioners as LG or approved equivalent	4	NO		
	DATA (VOICE QUITLETS				
L	DATA/VOICE OUTLETS Data outlet point done in concealed heavy gauge PVC conduits	6	NO		
М	2 module single data outlet plate as CRABTREE	6	NO		
	Total carried collection				

ITEM	DESCRIPION	QTY	UNIT	RATE	AMOUNT
А	DISTRIBUTION BOARD 6- ways TPN distribution board flush mounted on the wall complete with 125A integral isolator as Powermax	1	NO		
В	Miniature circuit breakers to fit into the above distribution board as powermax. 1) 10 Amps SP 2) 32 Amps SP 3) Blanking plate	6 10 2	NO NO NO		
С	SUB-MAINS CABLES 5 X 16.0mm² single core PVCI copper cables drawn in 32mm diameter heavy gauge PVC conduits	10	LM		
D	16.0mm ² 4core armoured underground cable	45	LM		
E	T-shaped cable loop in box made in gauge 14swg galvanized steel sheet	1	NO		
F	Cut-out complete with SP 80A HRC fuses as follows:-				
	1) twin cut-out	2	NO		
	2) single cut- out	1	NO		
	Total carried collection				

ITEM	DESCRIPION	QTY	UNIT	RATE	AMOUNT
Α	EARTHING Electrical earthing comprising the following:- a) 10.0mm² single core copper cables drawn in heavy gauge conduit b) 1500mm long x 15mm diameter copper electrode complete with clamp c) 300x300x300mm concrete earthing chamber complete	5	LM NO		
	with pre-cast concrete cover Excavation	1	NO		
В	Excavation of a trench 600mm deep, lay underground cable and backfill	45	LM		
	Total carried collection				

ITEM	DESCRIPION	QTY	UNIT	RATE	AMOUNT
	PORTABLE FIRE EXTINGUISHERS				
A	9 litre water carbon dioxide fire extinguisher complete with pressure gauge ,initial charge and mounting brackets	1	NO		
В	5kg carbon dioxide gas portable fire extinguisher complete with pressure gauge, initial charge and mounting brackets	1	NO		
С	4.5kg dry chemical powder portable fire extinguisher complete with pressure gauge , initial charge and mounting brackets	1	NO		
	Total carried collection				

ITEM	DESCRIPION	QTY	UNIT	RATE	AMOUNT
	COLLECTION				
А	BROUGHT FORWARD FROM E1				
В	BROUGHT FORWARD FROM E2				
С	BROUGHT FORWARD FROM E3				
D	BROUGHT FORWARD FROM E4				
E	BROUGHT FORWARD FROM E5				
	TOTAL FOR SURGICAL WARD CARRRIED TO GRAND SUMMARY				

	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	STANDARD SEPTIC TANK				
Α	Site Clearance Excavate oversite average 250mm deep to remove vegetable soil, load up, wheel and cart away.	27	Sm		
В	Excavation Excavate for pit occuring not exceeding 1.5 metres deep commencing from stripped level.	41	Cm		
С	Ditto, exceeding 1.5 but not exceeding 3.0 metres.	41	Cm		
D	Trim surfaces to slope not exceeding 15° from horizontal	22	Sm		
E	Excavation in rock Extra over for excavation in rock	10	Cm		
F	<u>Disposal</u> Load surplus excavated material and cart away from site.	58	Cm		
G	Blinding 50mm thick plain concrete (mix 1:4:8) class X blinding to receive slab	22	Sm		
н	In-situ concrete work (mix 1:3:6) Benching average 200mm thick to manhole internal size 800x600mm including forming halfround main channel to receive 100mm diameter pipe (m.s.)	2	Sm		
ı	Extra over concrete base for moulding 150mm diameter septic tank outlet	2	Lm		
	Vibrated reinforced concrete (1:2:4/20-20mm aggregate) as described in:				
J	150mm Thick base Slab	22	Sm		
K	200mm Thick dividing wall	27	Sm		
L	150mm Thick cover slab	22	Sm		
М	150mm Thick scum baffle	5	Sm		
N	Make/form hole through 250mm thick concrete wall for 150mm diameter pipe and make good all disturbed areas	4	No		
		Tota	l to co	llection	

	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Steel Reinforcement				
	Supply and fix bar/rod reinforcement including bending hooks,				
	tying wire, cutting spacer blocks and supporting all in position.				
	(Measured nett-allow for laps.)				
	High tensile square twisted bars to B.S. 4461 as described in:				
Α	10mm Diameter	1530	Kg		
	Sawn formwork as described to:				
В	Edges of base slab exceeding 75mm not exceeding 150mm width	20	Lm		
С	Edges and soffits of cover slab	22	Sm		
D	Extra over slab for boxing 800x600x150 mm	2	No		
E	Ditto in dividing wall	54	Sm		
F	Sides and soffits of scum baffle	10	Sm		
	Cement/sand screed (1:4) as described in:				
	25mm Thick, water proofed with pudlo or any other approved				
G	waterproofing admixture in two coats steel trowelled smooth to	22	Sm		
	sloping floor bed not exceeding 15° from horizontal				
Н	Ditto to concrete walls internally	64	Sm		
	Manhole covers				
	Cast iron heavy duty manhole cover and frame size 600x450mm				
	including bedding frame in cement/sand (1:3) mortar and setting	2	No		
-	cover in grease.				
	Steps				
J	Standard cast iron steps grouted into walling	12	No		
		Tota	l to co	l llection	

	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	SOAK PIT				
Α	Site Clearance Excavate oversite average 250mm deep to remove vegetable soil, load up, wheel and cart away.	5	Sm		
В	Excavation Excavate for pit occuring not exceeding 1.5 metres deep commencing from stripped level.	12	Cm		
С	Ditto, exceeding 1.5 but not exceeding 3.0 metres.	12	Cm		
D	Ditto, exceeding 3.0 but not exceeding 4.5 metres.	12	Cm		
E	Ditto, exceeding 4.5 but not exceeding 6.0 metres.	12	Cm		
F	Ditto, exceeding 6.0 but not exceeding 7.5 metres.	12	Cm		
G	Ditto, exceeding 7.5 but not exceeding 9.0 metres.	12	Cm		
н	Ditto, exceeding 9.0 but not exceeding 10.5 metres.	12	Cm		
ı	Excavation in rock Extra over for excavation in rock	10	Cm		
J	Disposal Load surplus excavated material and cart away from site.	19	Cm		
K	Hardcore Loosely packed hardcore filling	90	Cm		
L	Excavation Excavate for foundation trench occurring not exceeding 1.5 metres deep commencing from stripped level.	4	Cm		
М	Filling Return, fill and ram selected excavated material around foundations.	2	Cm		
N	In-situ concrete work 400x150mm Strip foundations (mix 1:3:6)	6	Lm		
0	150mm Thick vibrated reinforced concrete (1:2:4/20-20 aggegate) cover slab reinforced with and including 10mm diameter square twisted bar reinforcement to B.S. 4461 running both ways at 200 centers, including tying wire and spacer blocks complete (allow for laps).	3	Sm		
Р	Formwork to edges and soffits of cover slab	4	Sm		
Q	Extra over formwork for boxing size 600x450mm to form opening on slab	1	No		
		Tota	l to co	llection	

	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Machine cut stone walling bedded and jointed in cement/sand (1:3) mortar as described in:				
A	200mm thick reinforced with and including 20swg x 25mm wide hoop iron in every alternate course;	8	Sm		
В	Cement/sand screed (1:4) as described in: 20mm Thick, as before described to walls internally Ditto in cement/sand render to cover slab externally		Sm Sm		
D	Manhole covers Cast iron heavy duty manhole cover and frame size 600x450mm including bedding frame in cement/sand (1:3) mortar and setting cover in grease.	1	No		
E	Make/form hole through 200mm thick natural stone wall for 100mm diameter pipe and make good all disturbed areas	1	No		
	Total	carried	to co	llection	

	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	BIOPIT				
Α	Site Clearance Excavate oversite average 250mm deep to remove vegetable soil, load up, wheel and cart away.	5	Sm		
В	Excavation Excavate for pit occuring not exceeding 1.5 metres deep commencing from stripped level.	6	Cm		
С	Ditto, exceeding 1.5 but not exceeding 3.0 metres.	6	Cm		
D	Ditto, exceeding 3.0 but not exceeding 4.5 metres.	6	Cm		
E	Ditto, exceeding 4.5 but not exceeding 6.0 metres.	6	Cm		
F	Ditto, exceeding 6.0 but not exceeding 7.5 metres.	6	Cm		
G	Ditto, exceeding 7.5 but not exceeding 9.0 metres.	6	Cm		
н	Ditto, exceeding 9.0 but not exceeding 10.5 metres.	6	Cm		
I	Excavation in rock Extra over for excavation in rock	10	Cm		
J	Disposal Load surplus excavated material and cart away from site.	19	Cm		
K	Excavation Excavate for foundation trench occurring not exceeding 1.5 metres deep commencing from stripped level.	4	Cm		
L	Filling Return, fill and ram selected excavated material around foundations.	2	Cm		
М	In-situ concrete work 400x150mm Strip foundations (mix 1:3:6)	6	Lm		
N	150mm Thick vibrated reinforced concrete (1:2:4/20-20 aggegate) cover slab reinforced with and including 10mm diameter square twisted bar reinforcement to B.S. 4461 running both ways at 200 centers, including tying wire and spacer blocks complete (allow for laps).	3	Sm		
0	Formwork to edges and soffits of cover slab	4	Sm		
Р	Extra over formwork for boxing size 600x450mm to form opening on slab	1	No		
		Tota	l to co	llection	

	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	Machine cut stone walling bedded and jointed in cement/sand (1:3) mortar as described in:				
Α	200mm thick reinforced with and including 20swg x 25mm wide hoop iron in every alternate course;	8	Sm		
	Cement/sand screed (1:4) as described in:				
В	20mm Thick, as before described to walls internally	8	Sm		
С	Ditto in cement/sand render to cover slab externally	8	Sm		
D	Manhole covers Cast iron heavy duty manhole cover and frame size 600x450mm including bedding frame in cement/sand (1:3) mortar and setting cover in grease.	1	No		
E	Make/form hole through 200mm thick natural stone wall for 100mm diameter pipe and make good all disturbed areas	1	No		
	Total	carrie	d to co	llection	
	<u>Collection</u>				
	From SP/01				
	From SP/02				
	From SP/03				
	From SP/04				
	From SP/05				
	From SP/06				
_	TOTAL FOR SEPTIC TANK/SOAK PITS CARRIED TO C	GRANI	SUMI	MARY	

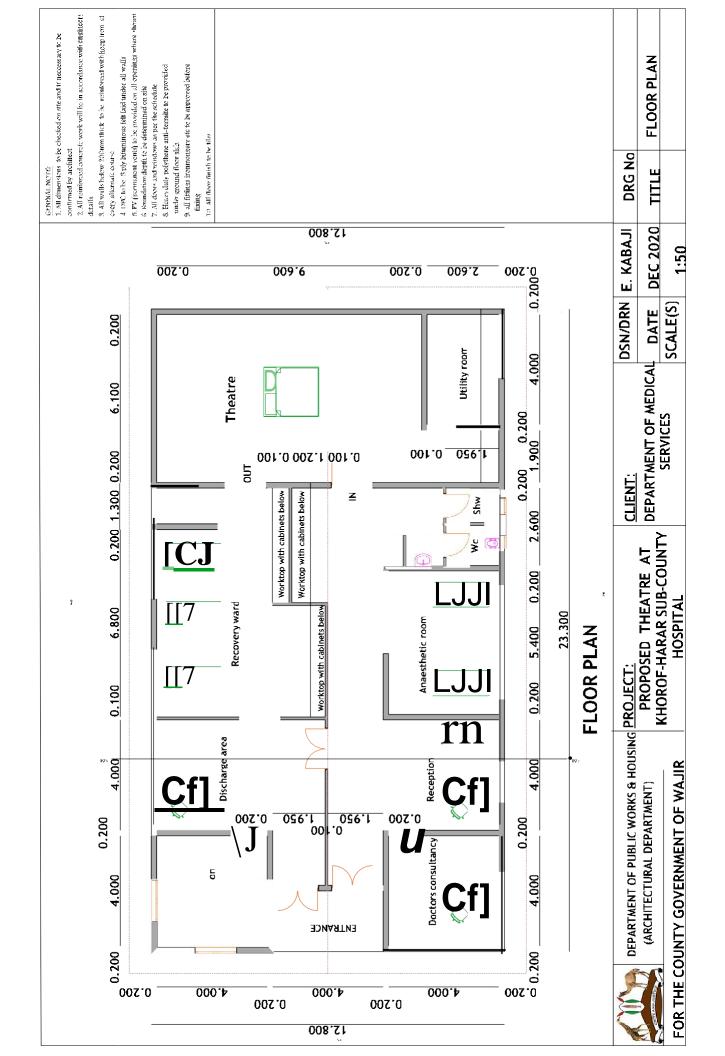
PROPOSED MALE SURGICAL WARDS AT WAJIR COUNTY REFERRAL HOSPITAL

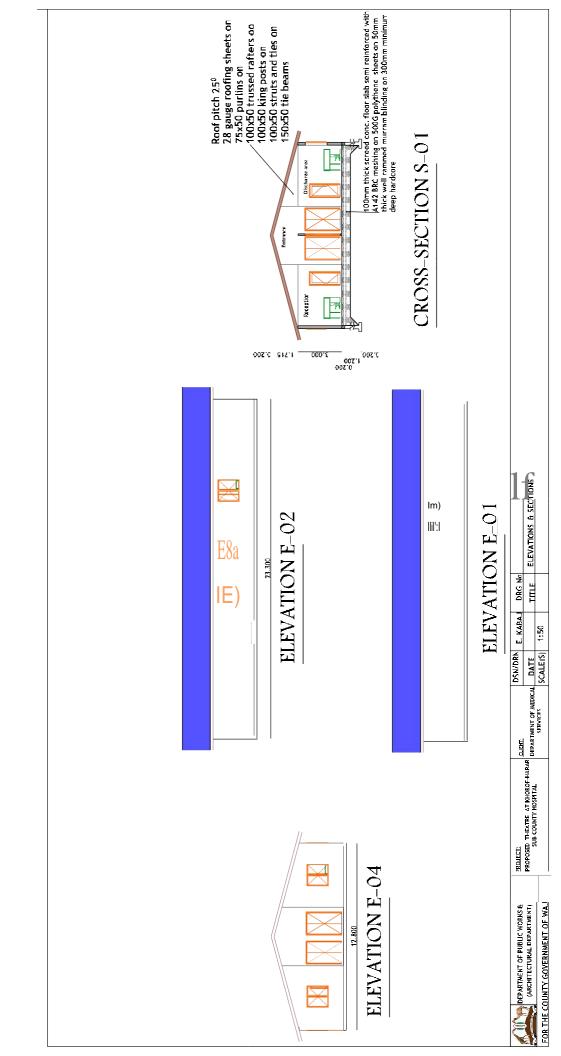
ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	PROVISIONAL SUMS				
	The following Provisional Sums shall only be expended throught Site Instructions by the Project Manager.				
A	Allow a provisional Sum of Kshs Five Hundred Thousand (Kshs 500,000.00) only for Contigencies			SUM	
В	Allow a provisional Sum of Kshs Three Hundred and Fifty Thousand (Kshs 350,000.00) only for Project Management Expenses			SUM	
	Total Provisional Sums Carried to Summary				

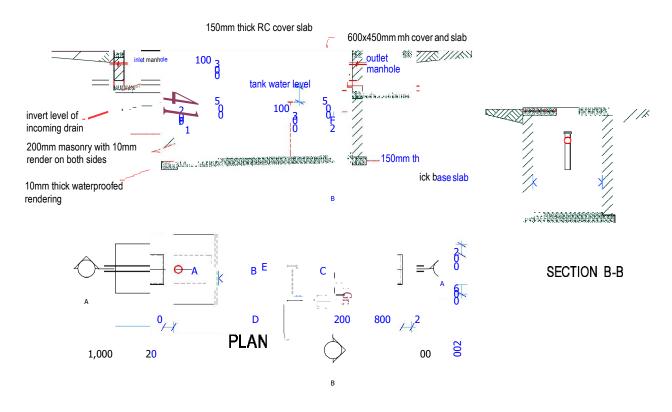
GRAND SUMMARY

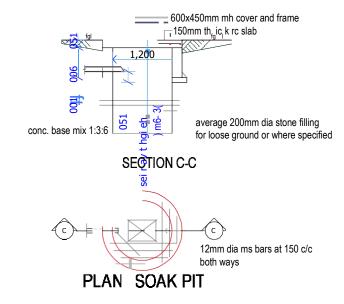
ITEM	DESCRIPTION	TENDERERS AMOUNT Kshs	OFFICIAL USE ONLY Kshs
1	OPERATING THEATRE FROM PAGE OT/14		
2	ELECTRICAL INSTALLATION PAGE E/6		
3	SEPTIC TANK, SOAK PITS FROM PAGE SP/6		
4	PROVISIONAL SUMS FROM PAGE PC/1		
	TOTAL CARRIED TO FORM OF TENDER		

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TYPE	CAPACITYIN		DESLUDGING INTERVALS (YEARS)			DIMENS	SIONS IN	MM		
	LITRES	PERSONS	(YEARS)	Α	В	С	D	E	F1	F2
Α	3000	10	2	800	1000	1000	3000	800	1200	1400
В	6000	20	2	800	1400	1200	3600	1400	1500	1400
C	9000	30	2	800	1400	1200	3600	1800	1500	1400
D	12000	40	2	800	1600	1400	4000	2000	1500	1300
E	15000	100	1	800	1600	1400	4000	2400	1500	1200

TABLE FOR SMALL SIZE SEPTIC TANK