

**NATIONAL GOVERNMENT CONSTITUENCY  
DEVELOPMENT FUND**



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**MAARA NG-CDF**

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**TENDER NAME:**

**PROPOSED CONSTRUCTION OF A TUITION BLOCK AT  
MAARA KMTC – PHASE I**

**COMPANY/FIRM:** .....

**TENDER NUMBER:** MAR/NGCDF/VOL.6/2025-027

**CLOSING DATE:** 5<sup>th</sup> March 2026

**TIME:** 10.30am

**FEBRUARY, 2026**

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## **INTRODUCTION**

- 1.1 This standard tender document for procurement of works has been prepared for use by procuring entities in Kenya in the procurement of works (i.e. Buildings and Associated Civil Engineering Works).
- 1.2 The following guidelines should be observed when using the document: -
  - (a) Specific details should be furnished in the Invitation to tender and in the special conditions of contract (where applicable). The tender document issued to tenderers should not have blank spaces or options.
  - (b) The instructions to tenderers and the General Conditions of Contract should remain unchanged. Any necessary amendments to these parts should be made through Appendix to Instructions to Tenderers and Special Conditions of Contract respectively.
  - (c) Information contained in the invitation to tender shall conform to the data and information in the tender documents to enable prospective tenderers to decide whether or not to participate in the tender and shall indicate any important tender requirements;
  - (d) The Invitation to Tender shall be as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have been prequalified following a request for prequalification.
- 1.3 The cover of the document shall be modified to include: -
  - I. Tender number.
  - II. Tender name.
  - III. Name of procuring entity.

**SECTION I: INVITATION FOR TENDERS**

**DATE:** 25<sup>th</sup> February, 2026

**TENDER NO:** MAAR/NGCDF/VOL.6/2025-027

**TENDER NAME:** PROPOSED CONSTRUCTION OF A TUITION BLOCK AT MAARA KMTC – PHASE I

1.1 The Maara Constituency NG-CDF invites sealed tenders for the **PROPOSED CONSTRUCTION OF A TUITION BLOCK AT MAARA KMTC – PHASE I**

1.2 Interested Bidders may examine and acquire the Tender document(s) free of charge from **NGCDF offices** at no fee. Bidders who acquire tender documents will be required to provide their details by registering at the same venue during normal working hours.

1.3 Duly Completed Tender documents should be in plain sealed envelope clearly indicating respective **“Tender Title and Reference Number”** & should be addressed to: -

**Maara NGCDF  
P.O Box 301  
Chogoria**

**OR** be deposited into the Tender Box located at the Offices; or before **5<sup>th</sup> March 2026** at **10.30 a.m.** Prices quoted should be net inclusive of all taxes and delivery must be in Kenya Shillings and shall remain valid for **(120) days** from the closing date of the tender.

1.4 All pages of the bid document and attachments submitted must be properly serialized/paginated by the bidder. Electronic bidding will not be permitted.

1.5 Tenders will be opened immediately thereafter in the presence of the Candidates or their representatives who choose to attend.

1.6 Maara NG-CDF reserves the right to accept or reject any tendering whole or part and does not bind itself to accept the lowest or any offer

1.7 The procuring entity may at any time terminate the procurement proceedings without entering into a contract in accordance with section 63 of the Public Procurement and Asset Disposal 2015

## SECTION II: INSTRUCTIONS TO TENDERERS

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## SECTION II: INSTRUCTIONS TO TENDERERS

### 1. General/Eligibility/Qualifications/Joint venture/Cost of Tendering

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful tenderer will be expected to complete the works by the intended completion date specified in the tender documents.
- 1.2 All tenderers shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 1.4 In the event that pre-qualification of potential tenderers has been undertaken, only tenders from pre-qualified tenderers will be considered for award of Contract. These qualified tenderers should submit with their tenders any information updating their original pre-qualification applications or, alternatively, confirm in their tenders that the originally submitted prequalification information remains essentially correct as of the date of tender submission.
- 1.5 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 incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and
  - e) The execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 1.7 To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria;
  - (a) Annual volume of construction work of at least 1.5 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 3 years (to comply with this requirement, works cited should be at least 70 percent complete);
- (c) Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;
- (d) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 4 months of the estimated payment flow under this Contract.

- 1.8 The figures for each of the partners of a joint venture shall be added together to determine the tenderer's compliance with the minimum qualifying criteria of clause 1.7 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.7 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's tender. Subcontractors' experience and resources will not be taken into account in determining the tenderer's compliance with the qualifying criteria, unless otherwise stated.
- 1.9 1.10 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.11 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense.
- 1.12 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.13 The price to be charged for the tender document shall not exceed Kshs. 0/=
- 1.14 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2. Tender Documents**

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

### 3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English language.
- 3.2 The tender submitted by the tenderer shall comprise the following:
- (a) These Instructions to Tenderers
  - (b) Appendix to Instructions to tenderers
  - (c) Form of Tender
  - (d) Conditions of Contract
  - (e) Appendix to Conditions of Contract
  - (f) Specifications;
  - (g) Tender Security;
  - (h) Priced Bill of Quantities;
  - (i) Qualification Information Forms and Documents;
  - (j) Alternative offers where invited; and
  - (k) 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 **one hundred and twenty (120) days** from the date of submission. However, in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing. A tenderer may refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify the tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with Clause 3.7 - 3.11 in all respects.

- 3.7 The tenderer shall furnish, as part of the tender, a Tender Security in the amount and form specified in the appendix to invitation to tenderers. This shall be in the amount not exceeding 2 percent of the tender price
- 3.13 Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. Alternatives will not be considered, unless specifically allowed in the invitation to tender. If so allowed, tenderers wishing to offer technical alternatives to the requirements of the tendering documents must also submit a tender that complies with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. In addition to submitting the basic tender, the tenderer shall provide all information necessary for a complete evaluation of the alternative, including design calculations, technical specifications, breakdown of prices, 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
- 3.16 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.17 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.
- 3.18 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.

#### 4. Submission of Tenders

- 4.1 The tenderer shall seal the original of the tender in an envelope, duly marking as appropriate. The inner and outer envelopes shall:
- (a) Be addressed to the Employer at the address provided in the invitation to tender;
  - b) Bear the name and identification number of the Contract as defined in the invitation to tender; and
  - (c) Provide a warning not to open before the specified time and date for tender opening.
- 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 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 4.2. Each tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with clause 3.13 and 4.1, with the outer and inner envelopes additionally marked "**MODIFICATION**" and "**WITHDRAWAL**" as appropriate. No tender may be modified after the deadline for submission of tenders.
- 4.5 Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended pursuant to Clause 3.6 may result in the forfeiture of the Tender Security pursuant to Clause 3.11.
- 4.6 Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with Clause 4.4 or be included in the original tender submission.

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

- 5.1 The tenders will be opened by the Employer, including modifications made pursuant to Clause 4.4, in the presence of the tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender. Envelopes marked "**WITHDRAWAL**" shall be opened and read out first. Tenderers' and Employer's representatives who are present during the opening shall sign a register evidencing their attendance.
- 5.2 The tenderers' names, the tender prices, the total amount of each tender and of any alternative tender (if alternatives have been requested or permitted), any discounts, tender modifications and withdrawals, the presence or absence of Tender Security, and such other details as may be considered appropriate, will be announced by the Employer at the opening. Minutes of the tender opening, including the information disclosed to those present will be prepared by the Employer.
- 5.3 Information relating to the examination, clarification, evaluation, and comparison of tenders and recommendations for the award of Contract shall not be disclosed to tenderers or any other persons not officially concerned with such process until the award to the successful tenderer has been announced. Any effort by a tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with Clause 5.7.
- 5.5 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender;(a) meets the eligibility criteria defined in Clause 1.7; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the tendering documents.

A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderer's obligations under the

Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

5.6 If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

5.7 Tenders determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:

(a) where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and

(b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.

(c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.

(d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the corrected Builder's Work (i.e. Corrected tender sum less P.C. and Provisional Sums)

(e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

(f) the amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.11.

5.8 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 5.5.

5.9 In evaluating the tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:

(a) Making any correction for errors pursuant to clause 5.7;

(b) Excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day works where priced competitively.

- (c) Making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with clause 3.12; and
  - (d) Making appropriate adjustments to reflect discounts or other price modifications offered in accordance with clause 4.6
- 5.10 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in tender evaluation.
- 5.11 The tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.
- 5.12 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to a non-indigenous sub-contractor.

## **6. Award of Contract**

- 6.1 Subject to Clause 6.2, the award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such 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. At the same

time the other tenderers shall be informed that their tenders have not been successful. The contract shall be formed on the parties signing the contract.

- 6.4 The Agreement will incorporate all agreements between the Employer and the successful tenderer. Within 14 days of receipt the successful tenderer will sign the Agreement and return it to the Employer.
- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in the amount stipulated in the Appendix to Conditions of Contract and in the form stipulated in the Tender documents. The Performance Security shall be in the amount and specified form
- 6.6 Failure of the successful tenderer to comply with the requirements of clause 6.5 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.
- 6.8 Preference where allowed in the evaluation of tenders shall not be allowed for contracts not exceeding one year (12 months)
- 6.9 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 6.10 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 6.11 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 6.12 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 6.13 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.
- 6.14 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.15 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **7. Corrupt and Fraudulent practices**

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

**SECTION III: APPENDIX TO INSTRUCTIONS TO TENDERERS AND  
EVALUATION CRITERIA**

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to Instructions to Tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding Clauses in the Instructions to Tenderers and has to be prepared for each of the specific procurement.
2. The procuring entity should specify in the Appendix, information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix, the following aspects should be taken into consideration;
  - (a) The information that specifies and complements provisions of Instruction to tenderers to be incorporated
  - (b) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated.
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement 017 and the regulations.

### ***Appendix to Instructions to Tenderers/General information***

The following information regarding the particulars of the tender shall complement, supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers.

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
<b>Clause 1.1</b>	The Employer/ the procuring entity is Maara Constituency NG-CDF, through Maara NG-CDF.
<b>Clause 1.4</b>	The tender is open to firms registered under <b>NCA 7</b> and above.
<b>Clause 3.3</b>	The tenderer shall fill in rates and prices for all items of the Works described in the <b>Bill of Quantities</b> .
<b>Clause 3.5</b>	Price shall be quoted in <b>Kenya Shillings ONLY</b> .
<b>Clause 3.6</b>	Tenders shall remain valid for a period of <b>One Hundred and Twenty (120) days</b> from the date of opening.
<b>Clause 4.1</b>	The bidder shall provide <b>1(ONE) ORIGINAL</b> copy of the document and placed in one envelope.
<b>Clause 4.2</b>	Deadline for Submission of Tenders Closing...4 <sup>th</sup> March., <b>2026</b> .
<b>Clause 5.5 – 5.9</b>	Evaluation of the tenders shall be done using the criteria set out in this document
<b>SUBMISSION OF BIDS FORMAT</b>	All entries must be typed or written in ink. Mistakes must not be erased but should be crossed out and corrections made and initialed by the persons signing the tender.  The Form of Bid shall be duly filled, signed and stamped by an individual entrusted with the powers of attorney

**EVALUATION PROCESS / EVALUATION CRITERIA**  
**STAGE 1: PRELIMINARY EVALUATION - MANDATORY REQUIREMENTS**

No.	Parameters / Requirements	Complied/ Not Complied
<b>M1</b>	The Form of Tender shall be duly filled, signed and stamped	
<b>M2</b>	Must fill the price schedule/BOQs in the format provided	
<b>M3</b>	Must submit duly filled and signed Confidential Business Questionnaire in the format provided	
<b>M4</b>	Must ensure that the submitted bid documents are duly serialized /paginated on each page, well bound and intact.	
<b>M5</b>	Current License by the NCA in the relevant Works category – Registration with NCA (Building Works-Category 7 and above.)	
<b>M6</b>	A Certified copy of Certificate of Registration/ Incorporation/ Business Trading license	
<b>M7</b>	A Certified copy of RECENT CR12 Form (12Months) from the Registrar of Companies.	
<b>M8</b>	A copy of Current/Valid Tax Compliance Certificate issued by the Kenya Revenue Authority	
<b>M9</b>	Self-Declaration Forms provided must be duly filled, signed and stamped	
<b>M10</b>	Declaration that the firm has <b>not been convicted</b> of corrupt or fraudulent practices and that it <b>will not engage</b> in any corrupt or fraudulent practice.	
<b>M11</b>	Pre-Tender Site Visit Certificate duly endorsed by the Authorized Staff	
<b>M12</b>	Declaration that the firm has not been debarred from participating in public procurement.	
<b>M13</b>	Declaration that the firm will not engage in any corrupt or fraudulent practice	
<b>M14</b>	Attach a valid <b>Kshs.300,000/-</b> bid security from a recognized financial institution (bank or insurance company)	

**NOTE:** 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.** Tenders will proceed to the Technical Evaluation Stage (Second Stage-II) **ONLY** if they are in compliance with Stage One, Preliminary Evaluation

## STAGE 2: TECHNICAL EVALUATION

NO.	CRITERIA	MAX POINTS
1	<p>Neatness of documents as per Tender Format i.e.</p> <ul style="list-style-type: none"> <li>a) Proper binding and paginating of all document without any breaks</li> <li>b) Clarity of information</li> <li>c) Proper labeling of contents</li> <li>d) Proper referencing of contents</li> <li>e) Relevance of attached documents in conformity with the requested information in tender document</li> </ul> <p><b>(5 marks broken down into 1 mark for each parameter)</b></p>	5
2	<p>Experience as Main Contractor in the similar construction nature and complexity including the related building services of at least 5 years.</p> <ul style="list-style-type: none"> <li>i) Above 5 years – <b>10 marks</b> Five years – <b>6 marks</b> Less than five years but not below 1 year – <b>2 marks</b></li> <li>ii) <b>Extra mark for 3 years' experience</b> in Building Services Installations through qualified and NCA Registered domestic sub-contractors– <b>5 marks</b></li> </ul>	15
3	<p><i>A statement of work methods (Methodology). Include charts, pictures, drawings and brief description in your illustrations</i></p> <p><b>(3 marks for each concept on Occupational Health &amp; Safety, Works Execution Methods, Works programme and Site Organization)</b></p>	15
4	<p>Qualified Technical Staff in the company/firm relevant to the Building Construction Industry who will actively be involved in the proposed project. Provide employment/ appointment letters, contract of the key personnel including length of service and termination dates, CV, Academic and professional certificates and evidence of registration with relevant professional bodies and telephone contacts.</p> <ul style="list-style-type: none"> <li>a) Degree - Project Manager (Architect, Civil Engineer or Quantity Surveyor) – <b>5 marks</b></li> <li>b) Diploma in Building, Civil Engineering, Quantity Surveying, Mechanical Engineering (BS), Electrical Engineering – <b>3 marks</b></li> </ul>	10

	<p>c) Certificate in Building, Civil Engineering, Quantity Surveying, Mechanical Engineering (BS), Electrical Engineering – <b>2 marks</b></p> <p>d) Artisan/ Grade test in Building construction, Plumbing and Electrical Installations – <b>1 mark</b></p> <p><b>(Bidders can only qualify in i or ii and iii to get maximum 10 marks)</b></p>	
<b>5</b>	<p>Number of years of gainful employment of key staff</p> <p><b>1. Project Manager</b></p> <p>i) 5 years and above – <b>4 marks</b></p> <p>ii) 3 to 5 years – <b>2 marks</b></p> <p>iii) Less than three years – <b>1 marks</b></p> <p><b>2. Project Engineer</b></p> <p>i) 5 years and above – <b>4 marks</b></p> <p>ii) 3 to 5 years – <b>2 marks</b></p> <p>iii) Less than three years – <b>1 marks</b></p> <p><b>3. General Foreman</b></p> <p>i) 5 years and above – <b>4 marks</b></p> <p>ii) 3 to 5 years – <b>2 marks</b></p> <p>iii) Less than three years – <b>1 marks</b></p> <p><b>4. Safety Officer</b></p> <p>i) 3 years and above – <b>3 marks</b></p> <p>ii) Less than 5 years – <b>1 marks</b></p>	<b>15</b>
<b>6</b>	<p><b>Accomplishments (completed contracts):(previous current projects)</b></p> <p>details of similar building projects undertaken successfully within the last 5 years with evidenced of 3 letters of reference from clients, Certificates of Occupation and Completion Certificates for the respective projects. (For a project to qualify it must be at least 70% complete.</p> <p>For projects that are not completed, letters of reference from respective Architects and Clients and endorsed by a Commissioner of Oaths/ Advocate registered in Kenya must be provided</p> <p>a) Above 5 projects -----<b>5 marks</b></p> <p>b) Two to Five projects -----<b>3 marks</b></p> <p>c) 1 project -----<b>1 marks</b></p> <p><b>d) (5 extra marks for 2 similar projects done)</b></p>	<b>10</b>
<b>7</b>	<p>Schedules of Contractors Equipment, Tools and Transport (attach proof or evidence of ownership)</p>	

	<p>a) Key equipment/tools and transport – <b>6 marks</b></p> <p>b) Transport (vehicle) – <b>4 marks</b></p> <p>c) No means of transport and equipment – <b>0 marks</b></p>	<b>10</b>
<b>8</b>	<p>Quality Assurance Policy - <b>2 Marks</b></p> <p>Quality Control Plan - <b>3 Marks</b></p>	<b>5</b>
<b>10</b>	<p>Proof of availability of working office with functionalities (Attach proof of location/ physical address; utility bills, rent, lease valid agreements etc.)</p>	<b>5</b>
<b>11</b>	<p>Reports on the financial standing of the tenderer, such as profit and Loss statements and auditor's reports for the past TWO years.</p> <p>i. Audited accounts(5marks)</p> <p>All pages must be initialed and stamped by a practicing Auditor registered with ICPAK.</p> <p>To be signed by the Auditor registered with ICPAK.</p> <p>ii. Financial Ratios(5marks)</p> <p>Computation shall be made for the following Ratios:</p> <ul style="list-style-type: none"> <li>-Working Capital</li> <li>- Debt to Equity Ratio</li> <li>- Current ratio</li> <li>Operating Cash Flow ratio</li> </ul>	<b>5</b>
	<b>TOTAL</b>	<b>100</b>

**NOTE: The total marks are 100%. The pass mark is 70%. ONLY those bidders who obtain the mandatory cut off point shall be considered for the Financial Evaluation.**

### STAGE 3: FINANCIAL EVALUATION

- i. The financial evaluation will commence with financial ranking of the bids from the lowest to the highest.
- ii. In case of discrepancy between the unit price and the total price, the unit price shall prevail.
- iii. Errors will be calculated and the effect of the error on the overall bid shall be reported.
- iv. Comparison of bids with the estimate will be done and reported. Bids with inconsistent rating (Front, mid, back loading) will be noted and may be disqualified.
- v. Comparison of bid rates with the estimate/ market rates will be done and discrepancies reported.
- vi. The bidder who meets all the above conditions achieves the Highest Combined Technical and Financial Score will be recommended for further consideration.

#### **Summary of Evaluation and Comparison of Tenders**

The following evaluation criteria shall be applied not withstanding any other requirement in the tender documents.

#### **Selection Process**

Quality Cost Based Selection

#### **STEP 1: Preliminary evaluation**

This will be an elimination stage which will be done as per criteria above

#### **STEP 2: Technical Evaluation**

Tenderers will be required to provide technical details on their product that meets the provided technical requirement. Only Tenderers who score 70% and above will be considered to be technically responsive and therefore be considered for further evaluation

**Technical Evaluation Shall be based as per the evaluation criteria provided above**  
Only bidders who score **70%** and above will be subjected to financial evaluation. Those who score below **70%** will be eliminated at this stage from the entire evaluation process and will not be considered further.

#### **STEP 3: Financial Evaluation**

The financial submissions of the required services will be divided by the lowest bidder's financial quote to determine the financial score of each bidder using the formulae below:

**Sf = 100 X FM/F where:**

**Sf** is the financial score;  
**Fm** is the lowest priced financial proposal; and  
**F** is the price of the proposal under consideration.

Proposals will be ranked according to their combined technical (**St**) and financial (**Sf**) scores using the weights  
(T=the weight given to the Technical Proposal as 80%; P = the weight given to the Financial Proposal as 20%)  
Combined Technical and Financial scores is :-  
**S = St x T % + Sf x P %**

Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T=the weight given to the Technical Proposal: P = the weight given to the Financial Proposal; T + p = I)

The table below summarizes the overall evaluation process and the proposed weighting of each stage.

AREA RATING	RATING/SCORE
<b>STEP 1:</b> Preliminary evaluation	Elimination
<b>STEP 2:</b> Technical Evaluation	<b>100</b>
<b>STEP 3:</b> Financial Evaluation	<b>Lowest evaluated bidder.</b>
<b>Combined Technical and Financial Score</b>	<b>100</b>

## STAGE 5 - POST-QUALIFICATION

An evaluation committee may, after tender evaluations, but prior to the award of the tender, conduct due diligence and present the report in writing to confirm and verify the qualifications of the tenderer who submitted the lowest evaluated responsive tender to be awarded the contract in accordance with this Act.

The conduct of due diligence may include obtaining confidential references from persons with whom the tenderer has had prior engagement.

To acknowledge that the report is a true reflection of the proceedings held, each member who was part of the due diligence by the evaluation committee shall-

- (a) initial each page of the report; and
- (b) append his or her signature as well as their full name and designation.

## **SECTION IV: CONDITIONS OF CONTRACT**

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## CONDITIONS OF CONTRACT

### 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4 Project Manager's Decisions**

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

#### **5 Delegations**

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

#### **6 Communications**

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

#### **7 Subcontracting**

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

#### **8 Other Contractors**

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

#### **9 Personnel**

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

#### **10 Works**

10.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as

updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

## **11 Safety and Temporary Works**

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

## **14. Possession of Site**

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

## **15. Access to Site**

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

## **16. Instructions**

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

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

- 17.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to

accelerate the remaining Work, which would cause the Contractor to incur additional cost. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager in writing for a decision upon the effect of a Compensation Event or variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay caused by such failure shall not be considered in assessing the new (extended) Completion Date.

- 17.2 No bonus for early completion of the Works shall be paid to the Contractor by the Employer.

### **18. Management Meetings**

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

### **19. Early Warning**

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

## **20. Defects**

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

## **21. Bills of Quantities**

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

## **22. Variations**

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

quotation, which shall be given within seven days of the request or within any longer period as may be stated by the Project Manager and before the Variation is ordered.

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

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

- 23.1 The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.
- 23.2 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed; materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.

- 23.3 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate. If the Employer makes a late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.
- 23.4 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.
- 23.5 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.
- 23.6 The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services, the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of any changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.

## **26. Retention**

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

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

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

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

### **32. Final Account**

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

### **33. Termination**

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

- (a) the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Project Manager;
- (b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;
- (c) he Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate) of issue. (e) the Project Manager gives notice that failure to correct a particular defect is a fundamental breach

of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

(f) the Contractor does not maintain a security, which is required.

- 33.2 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Clause 33.1 above, the Project Manager shall decide whether the breach is fundamental or not.
- 33.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.
- 33.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site.

#### **34. Payment upon Termination**

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

Contractor. Until after completion of the Works under this clause the Employer shall not be bound by any other provision of this Contract to make any payment to the Contractor, but upon such completion as aforesaid and the verification within a reasonable time of the accounts therefore the Project Manager shall certify the amount of expenses properly incurred by the Employer and, if such amount added to the money paid to the Contractor before such determination exceeds the total amount which would have been payable on due completion in accordance with this Contract the difference shall be a debt payable to the Employer by the Contractor; and if the said amount added to the said money be less than the said total amount, the difference shall be a debt payable by the Employer to the Contractor.

### **37. Settlement of Disputes**

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

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

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

37.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to be entitled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

37.3 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference has not been given by the applying party within ninety days of the occurrence or discovery of the matter or issue giving rise to the dispute.

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

**SECTION V: APPENDIX TO CONDITIONS OF CONTRACT**

The Employer is

**NAME: Maara NGCDF**  
**P.O Box 301**  
**Chogoria**

**PROJECT NAME:** *PROPOSED CONSTRUCTION OF A TUITION BLOCK AT MAARA KMTC – PHASE I.*

**TENDER NO:** *MAAR/NGCDF/VOL.6/2025-027.*

The works to be carried out under this contract comprises of Construction of Administration block and associated Electrical and Mechanical Services.

The Start Date shall be **AGREED WITH THE PROJECT MANAGER**

The Intended Completion Date for the whole of the Works is ..... **WEEKS AFTER COMMENCEMENT DATE**

The following documents also form part of the Contract: Documents listed in clause 2.1 Conditions of Contract/ Instruction to Tenderers

The Contractor shall submit a revised program for the Works within 7 days of delivery of the Letter of Acceptance. **N/A**

The Site Possession Date shall be **AGREED WITH THE PROJECT MANAGER**

The Site is located at **Maara NGCDF**

The Defects Liability period is **6 MONTHS AFTER PRACTICAL COMPLETION (180 days)** from the date of Practical Completion.

Other Contractors, utilities etc., to be engaged by the Employer on the Site:  
Include those for the execution of the following works

1. **Construction of measured works**
2. **Concrete works**
3. **Roofing works**

**Those listed in clause 24 of the conditions of contract**

The period between Program updates is **30 days**.

The amount to be withheld for late submission of an updated Program is **N/A**

The proportion of payments retained is 10%. Limit of retention is 10% of contract sum.

The Price Adjustment Clause **SHALL NOT** apply

The liquidated damages for the whole of the Works is Kshs. 0.05% of the Contract Sum per day or Kshs. **50,000.00** (per week or part thereof)

The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price Ten percent (**10%**)

The schedule of basic rates used in pricing by the Contractor is as attached [Contractor not to attach].

Advance Payment **SHALL NOT** be granted.

**SECTION VI:            STANDARD FORMS**

- i)        Form of Power of Attorney
- ii)      Form of Tender
- iii)     Letter of Notification of Award
- iv)      Form of Contract Agreement
- v)       Tender Questionnaire
- vi)      Confidential Business Questionnaire
- vii)     Self-Declaration (r62) Form - SD1
- viii)    Self-Declaration (r62) Form - SD2

**I) FORM OF POWER OF ATTORNEY**

(All bidders shall complete this form otherwise, their bids shall be considered as nonresponsive)

We \_\_\_\_\_ (Name of Bidder)

having our offices located in \_\_\_\_\_ (Name of Town and Building) duly authorize \_\_\_\_\_ (Name of person appointed to act for and on behalf of the bidder) to act for and on our behalf on all matters pertaining to the execution of works as stipulated under **Tender No: MAR/NGCDF/VOL.6/2025-027** and **project name: PROPOSED CONSTRUCTION OF A TUITION BLOCK AT MAARA KMTC – PHASE I.**

Duly signed and delivered:

Name of appointed attorney: \_\_\_\_\_

Signature of appointed attorney: \_\_\_\_\_

Witnessed by:

1. Name of First Company Director: \_\_\_\_\_

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

2. Name of Second Company Director: \_\_\_\_\_

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

Company Seal: \_\_\_\_\_

Name and Title.....

**II) FORM OF TENDER**

Name & Address of Employer:

Date: .....

**Maara NGCDF**  
**P.O Box 301**  
**Chogoria**

Dear Sir,

**REF: PROPOSED CONSTRUCTION OF A TUITION BLOCK AT MAARA KMTTC – PHASE I**

**Tender No. MAAR/NGCDF/VOL.6/2025-027**

In accordance with the Instructions to Tenderers, Conditions of Bid, Specifications and Bills of Quantities for the execution of the above named works, we, the undersigned offer to perform the works and remedy any defects therein for the sum of: Kshs.....[ Amount in figures] Kenya Shillings ..... [Amount in words]

We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer’s Representative’s notice to commence, and to complete the whole of the Works comprised in the Contract within .....[period] weeks.

We agree to abide by this tender for a period of 150 days from the date of bid opening and shall remain binding upon us and may be accepted at any time before that date.

Unless and until a formal Agreement is prepared and executed this bid together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this ..... day of .....20.....

Signature .....

in the capacity of .....

duly authorized to sign tenders for and on behalf of:

.....[ Name of Bidder]

of..... [Address of Bidder]

**III) FORM OF CONTRACT AGREEMENT**

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

**WHEREAS** THE Employer is desirous that the Contractor executes.....

TENDER No. .... (Hereinafter called “the Works”) located at  
..... and the Employer has  
accepted the tender submitted by the Contractor for the execution and completion of such  
Works and the remedying of any defects therein for the Contract Price of Kshs  
.....[Amount in figures],Kenya Shillings  
.....[Amount in words].

**NOW THIS AGREEMENT WITNESSETH** as follows:

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

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

The common Seal of \_\_\_\_\_

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

Signed Sealed, and Delivered by the said \_\_\_\_\_

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

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

In the presence of

(i) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

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

Address \_\_\_\_\_

Signature \_\_\_\_\_

**IV) TENDER QUESTIONNAIRE**

Please fill in block letters.

1. Full names of tenderer

.....

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

.....

3. Telephone number (s) of tenderer

.....

4. Telex address of tenderer

.....

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

.....

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

.....

.....

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

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

**V) 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..... Street/Road .....

Postal Address..... Tel No.....

Nature of Business.....

Current Trade License No..... Expiring date.....

Maximum value of business which you can handle at any time: K. pound.....

Name of your bankers.....

Branch.....

**Part 2 (a) – Sole Proprietor**

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

Nationality..... Country of Origin.....

\*Citizenship details .....

**Part 2 (b) – Partnership**

Give details of partners as follows:

Name in full	Nationality	Citizenship Details	Shares
1.....			
2.....			

**Part 2(c) – Registered Company:**

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

**Give details of all directors as follows:**

Name in full. Nationality. Citizenship Details\*. Shares.

1. ....

2. ....

3. ....

**Part 2(d) – Interest in the Firm:**

Is there any person / persons in ..... (Name of Employer) who has interest in this firm? Yes/No..... (Delete as necessary)

I certify that the information given above is correct.

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

- Attach proof of citizenship

**VI) FORM SD1 SELF DECLARATION FORMS (r 62)**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)**

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

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

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

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

3. THAT what is deposed to hereinabove is true to the best of my knowledge, information and belief.

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

Bidder Official Stamp

Note: This form MUST be filled, signed and submitted by all the bidders participating in this tender. This is a mandatory requirement under the new Public Procurement Asset and Disposal Act 2015 that came into effect on 7<sup>th</sup> January 2016

**VII) FORM SD2 SELF DECLARATION FORMS (r 62)**

**PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.**

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

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

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

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

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

5. THAT what is deposed to hereinabove is true to the best of my knowledge information and belief

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

Bidder's Official Stamp

Note: This form MUST be filled, signed and submitted by all the bidders participating in this tender. This is a mandatory requirement under the new Public Procurement Asset and Disposal Act 2015 that came into effect on 7th January 2016

**SECTIONVIII**

**- DRAWINGS**

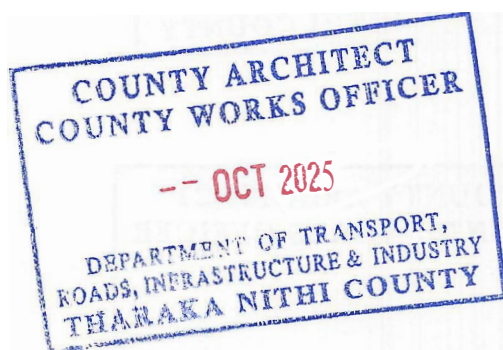
**SECTION IX**

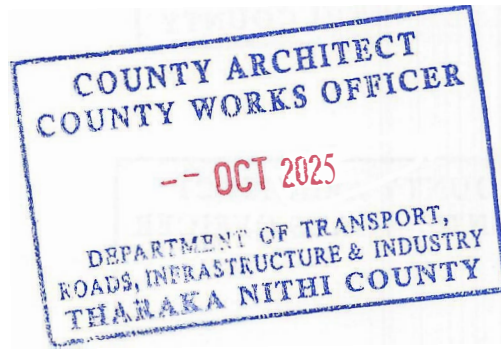
**BILLS OF QUANTITIES**

**PROJECT:** PROPOSED CONSTRUCTION OF A TUITION  
BLOCK AT MAARA KMTC - PHASE I

**CLIENT:** MAARA CONSTITUENCY DEVELOPMENT  
FUND

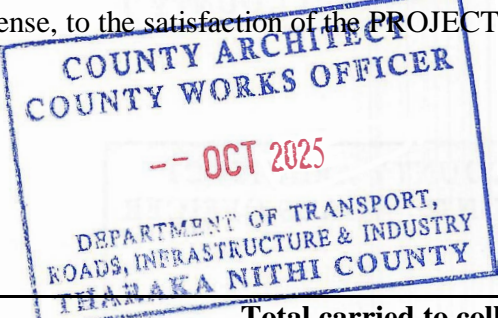
## BILLS OF QUANTITIES





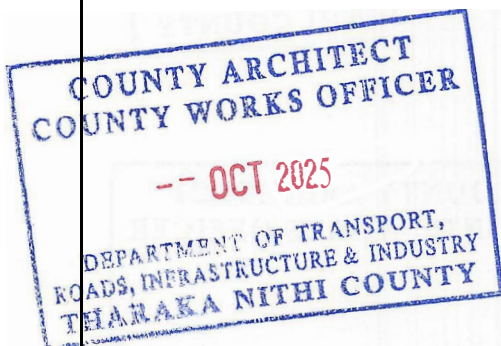
## **GENERAL PRELIMINARIES**



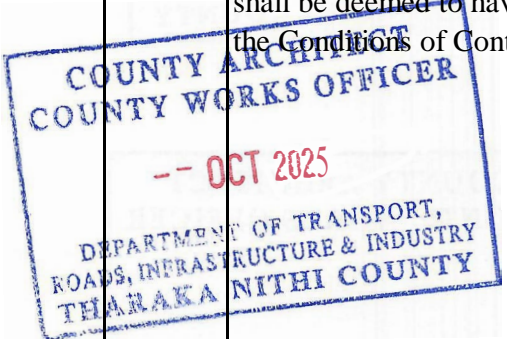
ITEM	DESCRIPTION	AMOUNT
A	<p><b><u>PLANT, TOOLS AND VEHICLES</u></b></p> <p>Allow for providing all scaffolding, plant, tools and vehicles required for the work except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.</p>	
B	<p><b><u>TRANSPORT.</u></b></p> <p>Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.</p> <p>Allow for transport of project management team to and from the site for meeting or supervision wherever need arises; at such hours and by such routes as may be permitted by the competent authorities.</p>	
C	<p><b><u>MATERIALS AND WORKMANSHIP.</u></b></p> <p>All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.</p>	
D	<p><b><u>SIGN FOR MATERIALS SUPPLIED.</u></b></p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT MANAGER at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the PROJECT MANAGER</p> 	
	<b>Total carried to collections</b>	

ITEM	DESCRIPTION	AMOUNT
A	<p><b><u>STORAGE OF MATERIALS</u></b></p> <p>The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p>	
B	<p><b><u>SAMPLES</u></b></p> <p>The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER PROVIDED THEY PASS THE TEST. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Public Works.</p> <p>The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.</p> <p>Samples of paint, carpets, curtains &amp; covers, tiles &amp; timber shall be required for approval by the PM together with the employer.</p> <p>No alternte rate shall be offered on account that the employer has chosen a superior finish unless the bidder had attached the sample he priced.</p> <div data-bbox="760 1577 1255 1892" style="text-align: right;"> <p>COUNTY ARCHITECT COUNTY WORKS OFFICER -- OCT 2025 DEPARTMENT OF TRANSPORT, ROADS, INFRASTRUCTURE &amp; INDUSTRY THARAKA NITHI COUNTY</p> </div>	
	<b>Total carried to collections</b>	

ITEM	DESCRIPTION	AMOUNT
A	<p><b><u>PUBLIC AND PRIVATE ROADS.</u></b></p> <p>Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER</p>	
B	<p><b><u>EXISTING PROPERTY.</u></b></p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER</p>	
C	<p><b><u>ACCESS TO SITE AND TEMPORARY ROADS.</u></b></p> <p>Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER</p>	
D	<p><b><u>AREA TO BE OCCUPIED BY THE CONTRACTOR</u></b></p> <p>The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER</p>	
<b>Total carried to collections</b>		



ITEM	DESCRIPTION	AMOUNT
A	<p>The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.</p>	
B	<p><b><u>PROGRESS CHART.</u></b></p> <p>The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub-Contractors ; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.</p>	
C	<p><b><u>INSURANCE</u></b></p> <p>The Contractor shall insure as required in Conditions No. 30 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.</p>	
D	<p><b><u>CONTRACTOR'S SUPERINTENDENCE/SITE AGENT</u></b></p> <p>The Contractor shall constantly keep on the works a literate English speaking Agent or Representative, competent and experienced in the kind of work involved who shall give his whole experience in the kind of work involved and shall give his whole time to the superintendence of the works. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.</p>	
<b>Total carried to collections</b>		

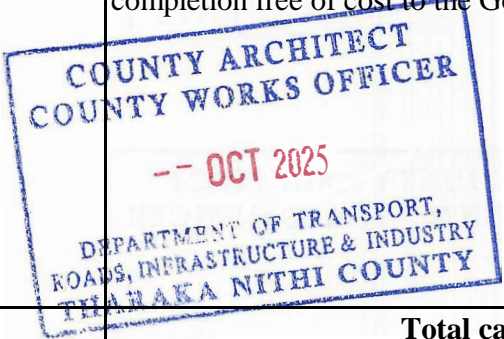


ITEM	DESCRIPTION	AMOUNT
A	<p><b><u>PROVISIONAL WORK</u></b></p> <p>All work described as "Provisional" in these Bills of Quantities is subject to remeasurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.</p>	
B	<p><b><u>PROVISIONAL SUMS.</u></b></p> <p>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement. Such sums are net and no addition shall be made to them for profit.</p>	
C	<p><b><u>ADJUSTMENT OF PROVISIONAL SUMS.</u></b></p> <p>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued , but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p> <div data-bbox="699 1457 1198 1801" style="text-align: right; margin-top: 20px;"> </div>	
	<b>Total carried to collections</b>	

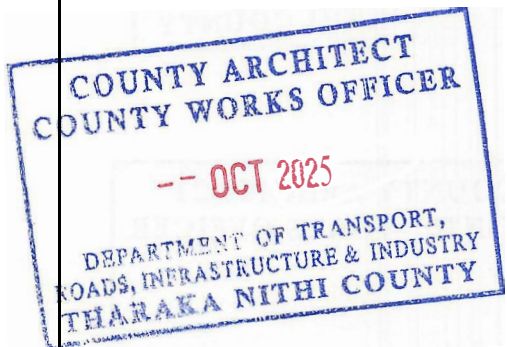
ITEM	DESCRIPTION	AMOUNT
A	<p><b><u>PRIME COST (OR P.C.) SUMS.</u></b></p> <p>The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement . Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.</p>	
B	<p><b><u>ADJUSTMENT OF P.C. SUMS.</u></b></p> <p>In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them. Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p>	
C	<p><b><u>NOMINATED SUB-CONTRACTORS</u></b></p> <p>When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".</p>	
	<b>Total carried to collections</b>	

ITEM	DESCRIPTION	AMOUNT
A	<p><b><u>DIRECT CONTRACTS</u></b></p> <p>Notwithstanding the foregoing conditions, the Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.</p>	
B	<p><b><u>ATTENDANCE UPON OTHER TRADESMEN, ETC.</u></b></p> <p>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p>	
C	<p><b><u>OFFICE ETC. FOR THE PROJECT MANAGER (NOT APPLICABLE)</u></b></p> <p>The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the site office of the type noted in the Particular Preliminaries, 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 sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.</p>	
	<b>Total carried to collections</b>	

ITEM	DESCRIPTION	AMOUNT
A	<p><b><u>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</u></b></p> <p>The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER . The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements for augmenting this supply at his own cost. Nominated Sub-contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.</p>	
B	<p><b><u>SANITATION OF THE WORKS</u></b></p> <p>The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER</p>	
C	<p><b><u>SUPERVISION AND WORKING HOURS</u></b></p> <p>The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract.</p>	
D	<p><b><u>PROTECTION OF THE WORKS.</u></b></p> <p>Provide protection of the whole of the works contained in the Bills of Quantities,including casing , casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.</p>	
<b>Total carried to collections</b>		



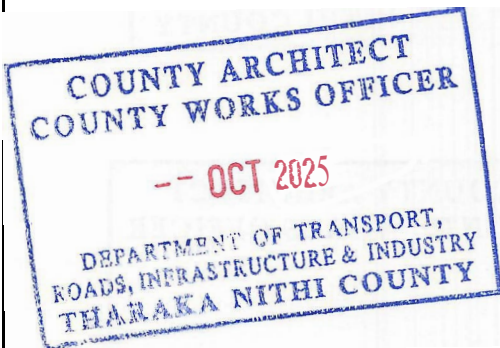
ITEM	DESCRIPTION	AMOUNT
A	<p><b><u>WORKS TO BE DELIVERED UP CLEAN</u></b></p> <p>Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER</p>	
B	<p><b><u>GENERAL SPECIFICATION.</u></b></p> <p>For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of</p>	
C	<p><b><u>TRAINING LEVY</u></b></p> <p>The Contractor's attention is drawn to legal notice No. 237 of October, 1971, 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. 50,000.00 in value.</p>	
D	<p><b><u>MATERIALS ON SITE</u></b></p> <p>All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.</p>	
	<p style="text-align: center;"><b>Total carried to collections</b></p>	



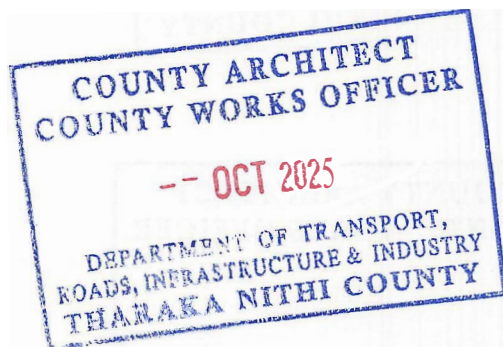
ITEM	DESCRIPTION	AMOUNT
A	<p><b><u>HOARDING</u></b></p> <p>The Contractor shall enclose the site or part of the works under construction with a hoarding 2400 mm high consisting of iron sheets on 100 x 50 mm timber posts firmly secured at 1800 mm centres with two 75 x 50 mm timber rails for a total length of approximately three hundred meters. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.</p>	
B	<p><b><u>ALTERATIONS TO BILLS, PRICING, ETC.</u></b></p> <p>Any unauthorised alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. 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.</p>	
C	<p><b><u>MATERIALS ARISING FROM EXCAVATIONS</u></b></p> <p>Materials of any kind obtained from the excavations shall be the property of the Government. Unless otherwise provided for in the particular preliminaries. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER. Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.</p>	
D	<p><b><u>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</u></b></p> <p>The Contractor is notified that these works are to be carried out on a restricted site where the client is going on with other normal activities. The Contractor is instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site.</p>	
	<b>Total carried to collections</b>	

ITEM	DESCRIPTION	AMOUNT
A	<p><b><u>GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.</u></b></p> <p>Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. 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 from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the information regarding all such regulations and/or restrictions which may affect the organisation of the works, supply and control of labour, etc., and allow accordingly in his tender.</p> <p>No claim in respect of want of knowledge in this connection will be entertained.</p>	
B	<p><b><u>REMOVAL OF RUBBISH ETC.</u></b></p> <p>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.</p>	
C	<p><b><u>BLASTING OPERATIONS</u></b></p> <p>Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations in force for the time being, and any special regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.</p>	
D	<p><b><u>SIGNBOARD</u></b></p> <p>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.</p>	
	<b>Total carried to collections</b>	

ITEM	DESCRIPTION	AMOUNT
	<b><u>COLLECTION</u></b>	
	Brought Forward From Page GP/2	
	Brought Forward From Page GP/3	
	Brought Forward From Page GP/4	
	Brought Forward From Page GP/5	
	Brought Forward From Page GP/6	
	Brought Forward From Page GP/7	
	Brought Forward From Page GP/8	
	Brought Forward From Page GP/9	
	Brought Forward From Page GP/10	
	Brought Forward From Page GP/11	
	Brought Forward From Page GP/12	
	<b>Total Carried to Main Summary</b>	

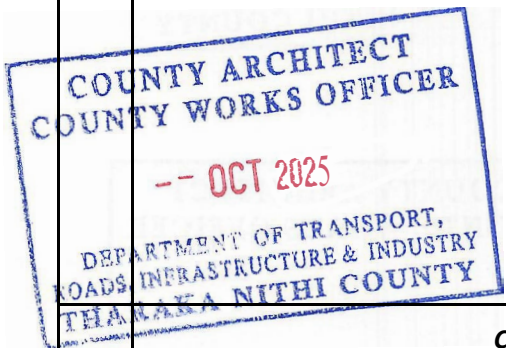


## MEASURED WORKS



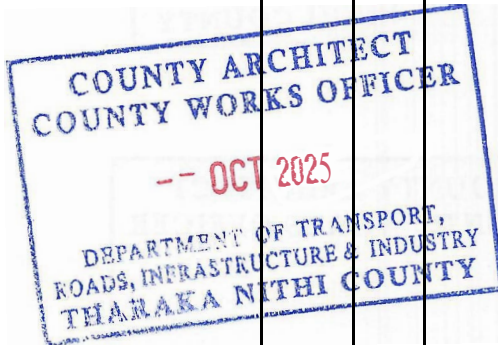
ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<b><u>SUBSTRUCTURE WORKS</u></b>				
	<b><u>(ALL PROVISIONAL)</u></b>				
	<b><u>Site clearance</u></b>				
A	Clear the site off grass, shrubs and all vegetation; cart away as directed	695	sm		
	<b><u>Oversite excavation</u></b>				
B	Excavate vegetable soil average 300mm deep to remove vegetable soil and reduce levels and cart away as directed	695	sm		
C	Bulk exc.starting from stripped level and n.e 300mm dp	219	cm		
D	Ditto starting from 300mm dp n.e 4.5 meters deep Inc column bases.	113	cm		
E	Extra-over all excavation for excavating rock irrespective of class.	98	cm		
F	Return, fill-in and rum selected excavated materials around foundations	97	cm		
G	Remove and cart away surplus excavated materials.	219	cm		
	<b><u>Diposal of water</u></b>				
H	Keeping all excavations free from all water including spring or running water		Item		
	<b><u>Planking and strutting</u></b>				
J	Uphold the sides of all excavations		Item		
	<b><u>Filling</u></b>				
K	Hardcore filling in making up levels,exceeding 300mm thick in layers of 150mm maximum thickness	133	cm		
L	50mm (average) thick quarry dust blinding to surfaces of hardcore	695	sm		
	<b><u>Antitermite treatment</u></b>				
M	Premise 200 SC' or other equal and approved anti-termite insecticide treatment with ten years guarantee, applied strictly in accordance with manufacturer's instructions, to tops of fill and foundation walls	695	sm		
	<b><i>Carried to Collection</i></b>				

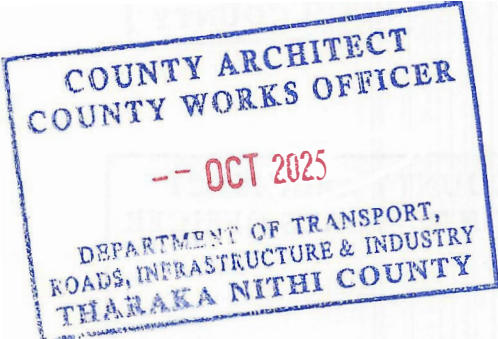
ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<b><u>Concrete</u></b>				
A	50mm thick mass concrete class Q (1:3:6) to bottoms of foundations	154	sm		
B	Ditto to column bases	157	sm		
	<b><u>Insitu concrete; reinforced; class 25 / 20; vibrated</u></b>				
C	Foundations in trenches irrespective of thickness	31	cm		
D	Column bases	28	cm		
E	Foundations columns	10	cm		
F	150mm thick bed	695	sm		
	<b><u>Reinforcement</u></b>				
	<b><u>Bars; high yield steel; cold worked to B.S. 4461 and mild steel hot rolled to B.S. 4449; including bends, hooks, tying wire and distance blocks</u></b>				
G	Assorted sizes; 8 - 25mm Diameter	6261	kg		
	<b><u>Fabric; B.S. 4483</u></b>				
H	Reference A142 mesh 200 x 200 mm , weight 2.22 kgs per square meter ( measured net - no allowance made for laps( including bends, tying wire and distance blocks	695	sm		
<i>Carried to Collection</i>					



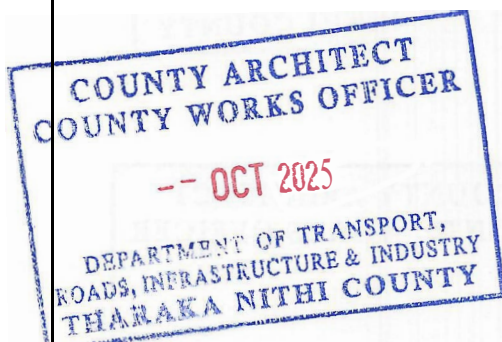


ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<p><b><u>COLLECTION</u></b></p> <p>From page SUB/1</p> <p>From page SUB/2</p> <p>From page SUB/3</p>				
	<b>TOTAL FOR SUBSTRUCTURES CARRIED TO GRAND SUMMARY</b>				



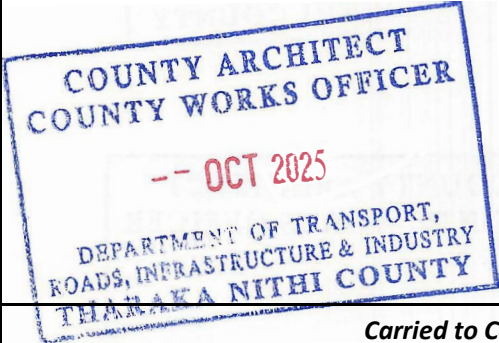
ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<b><u>GROUND FLOOR WORKS</u></b>				
	<b><u>ELEMENT NO. 1</u></b>				
	<b><u>FRAME</u></b>				
	<b><u>Insitu concrete; reinforced; class 25 / 20; vibrated</u></b>				
A	Beams	32	cm		
B	Columns	11	cm		
C	Steps, staircases or strings	3	cm		
D	150mm Suspended landing and ramps	88	sm		
E	150mm thick suspended slab	670	sm		
	<b><u>Reinforcement (All provisional)</u></b>				
	<b><u>Bars; high yield steel; cold worked to B.S. 4461 and mild steel hot rolled to B.S. 4449; including bends, hooks, tying wire and distance blocks</u></b>				
F	Assorted sizes; 8 - 25mm Diameter	13578	kg		
	<b><u>Sawn formwork to insitu concrete as described:-</u></b>				
J	To sides and soffits of beams.	539	sm		
K	Vertical sides of columns	155	sm		
					
	<i>Carried to Collection</i>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
A	To soffits of suspended landing	12	sm		
B	To soffits of suspended slab	670	sm		
C	To sloping soffits of suspended staircase over 15 <sup>0</sup> from horizontal	12	sm		
D	Edges of suspended slab, 75 to 150mm wide	170	lm		
E	Edge of risers; 75 to 150mm wide	37	lm		
F	Edge of open strings of staircase 225 to 300mm including forming profiles of treads and risers	11	lm		
<i>Carried to Collection</i>					
<p><b><u>COLLECTION</u></b></p> <p>From page GF/1</p> <p>From Above</p>					
<b>TOTAL FOR FRAME CARRIED TO SUMMARY</b>					



ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<p><b><u>ELEMENT NO. 2</u></b></p> <p><b><u>WALLING</u></b></p> <p>A WINDOW CILL; 250 x 50 mm extreme height; once weathered; once throated; reinforced as necessary for handling; surface fair finish 275 mm girth; bedding, jointing and pointing in cement sand (1:3) mortar</p> <p><b><u>NATURAL STONE WALLING</u></b></p> <p>B 200 mm thick approved local; chisel dressed both sides; bedding, jointing and pointing in cement sand (1:3) mortar; external</p> <p>C 150mm ditto; internal; reinforced with hoop iron at alternate courses</p> <p>D 100mm ditto reinforced with hoop iron at alternate courses</p> <p>E 200 mm eaves filling, 200mm high including dressing between rafters</p> <div data-bbox="243 1234 743 1575" style="border: 2px solid blue; padding: 5px; margin: 10px 0;"> <p style="text-align: center;"><b>COUNTY ARCHITECT COUNTY WORKS OFFICER</b></p> <p style="text-align: center; color: red;">-- OCT 2025</p> <p style="text-align: center;">DEPARTMENT OF TRANSPORT, ROADS, INFRASTRUCTURE &amp; INDUSTRY THARAKA NITHI COUNTY</p> </div>	102	lm		
	<b>TOTAL FOR WALLING CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<b><u>ELEMENT NO. 3</u></b>				
	<b><u>DOORS</u></b>				
	<b><u>External Doors</u></b>				
	<b><u>Heavy duty section mild steel doors with one coat red lead oxide primer complete</u></b>				
A	Standard mild steel panel double leaf door and frame overall size 2400 x 2400 mm High; prepared for glazing including all iron mongery accessories	1	no		
B	Ditto steel door size 1300 x 2400mm high	2	no		
C	Ditto steel door size 900 x 2400mm high	8	no		
	<b><u>Wrot Cypress framed frames and framings</u></b>				
D	150 x 50 mm; 2 No. labours; plugged door frame	74	lm		
E	40x 35 mm moulded architrave	74	lm		
F	25 x 25mm moulded quadrants	74	lm		
	<b><u>45mm Thick solid core flush doors to B.S 459: part 2 veneered both sides with internal quality plywood and lipped on all edges in approved hardwood</u></b>				
G	Door size 900 x 2100 mm high	13	no		
	<b><u>Iron mongery</u></b>				
	<b><u>Supply and fix the following to UNION catalogue or other equal and approved</u></b>				
	<b><i>To softwood, hardwood or the like fixing with screws</i></b>				
H	Two lever mortice lock complete with set lever aluminium handle furniture	13	No.		
	<b><i>Carried to collection</i></b>				

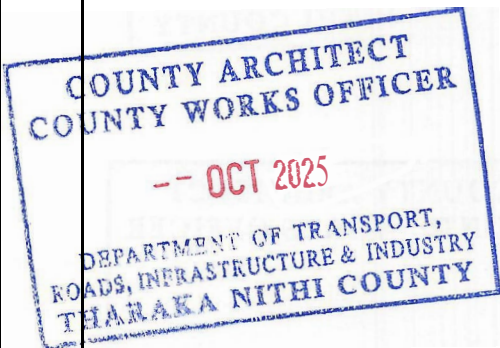
ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
A	100mm steel butt hinges <b><i>To concrete or blockwork; fixing with bolts; plugging</i></b>	20	prs		
B	Rubber door stop complete with 38 mm rawl bolt <b><u>Glazing</u></b>	24	No.		
C	4mm Thick clear sheet glass panes to timber fan lights <b><u>Painting and Decorations</u></b> <b><u>Prepare and apply one coat etching primer, one undercoat and two coats gloss oil paint to Crown Solo or other equal and approved to: -</u></b>	4	sm		
D	General surfaces of doors; over 300mm girth internal		sm		
E	General metal surfaces of doors <b><u>On wood</u></b> <b><u>Aluminium primer or other equal and approved wood primer before fixing: -</u></b>		sm		
F	Backs of frame, board, etc over 100mm but not exceeding 200mm girth <b><u>Knot, prime and stop; prepare and apply one undercoat and two coats of gloss oil paint</u></b>		lm		
G	Frames; over 100mm but not exceeding 200mm girth; internal		lm		
H	Frames not exceeding 100mm girth; internal		lm		
					
<b>Carried to Collection</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<p><b><u>COLLECTION</u></b></p> <p>From page GF / 4</p> <p>From page GF / 5</p> <div data-bbox="324 1365 820 1711" style="border: 1px solid blue; padding: 5px; margin: 20px auto; width: fit-content;"> <p style="text-align: center;">COUNTY ARCHITECT COUNTY WORKS OFFICER</p> <p style="text-align: center;">-- OCT 2025</p> <p style="text-align: center;">DEPARTMENT OF TRANSPORT, ROADS, INFRASTRUCTURE &amp; INDUSTRY THARAKA NITHI COUNTY</p> </div>				
	<b>TOTAL FOR DOORS CARRIED TO SUMMARY</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<b><u>ELEMENT NO. 5</u></b>				
	<b><u>WINDOWS</u></b>				
	<b><u>Bull-nosed burnt clay, finishing fair on all exposed surfaces and hoisting and placing in position, bedding, jointing and pointing in pigmented cement and sand (1:3) mortar</u></b>				
A	150 x 25mm thick clay window sill	66	lm		
	<b><u>METAL WORK</u></b>				
	<b><u>PURPOSE - MADE UNITS</u></b>				
	<b><u>Supply, assemble and fix the following purpose-made mild steel casement windows; standard metal section from approved manufacturer complete with frames, transomes, mullions and with and including permanent ventilators comprising "T" bar, gauze and 16 gauge sheet metal hood 50mm high x 50mm projection to full width of window, coupling mullions, approved ironmongery and one coat manufacturer's primer; all welding ground to smooth finish.</u></b>				
	<b><i>Steel; for glazing with putty, lugs to two jambs, cutting and pinning to concrete or blockwork, fixing to head and sill with screws; plugging</i></b>				
B	Window, overall size 2500 x 1500mm High	4	No		
C	Window, overall size 1800 x 1500mm High	31	No		
D	Ditto but 600 x 1500 mm High	2	No		
E	Ditto but 600 x 1800 mm High	6	No		
F	Ditto but 600 x 600 mm High	4	No		
	<b><i>Carried to Collection</i></b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<p><b><u>Glazing</u></b></p> <p>A 4mm Thick clear sheet glass panes over 0.1 but not exceeding 0.5 square meters; fixing with putty</p> <p>B Ditto but obscured panes ditto</p> <p><b><u>Painting and Decorations</u></b></p> <p><b><u>On Metal work</u></b></p> <p><b><u>Prepare and apply three coats oil paint full gloss to Crown Solo or other equal and approved to: -</u></b></p> <p>C General window surfaces; over 300mm girth internal</p> <p>D General window surfaces; over 300mm girth external</p> <div data-bbox="430 1102 933 1438" style="border: 2px solid blue; padding: 5px; margin: 20px auto; text-align: center;"> <p>COUNTY ARCHITECT COUNTY WORKS OFFICER</p> <p>-- OCT 2025</p> <p>DEPARTMENT OF TRANSPORT, ROADS, INFRASTRUCTURE &amp; INDUSTRY THARAKA NITHI COUNTY</p> </div>		sm		
	<b>Carried to Collection</b>				

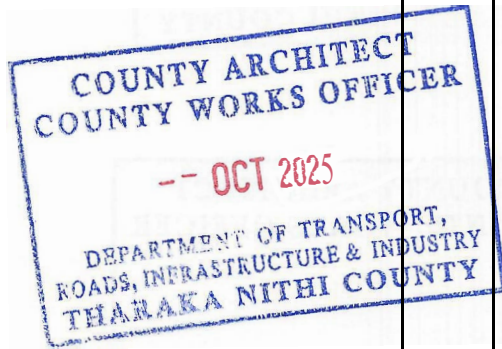
ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<p><b><u>COLLECTION</u></b></p> <p>From page GF / 7</p> <p>From page GF / 8</p>				
<b>TOTAL FOR WINDOWS CARRIED TO SUMMARY</b>					

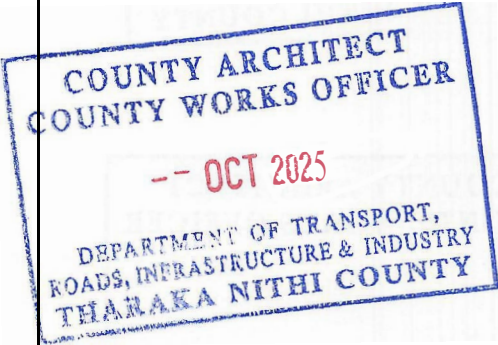


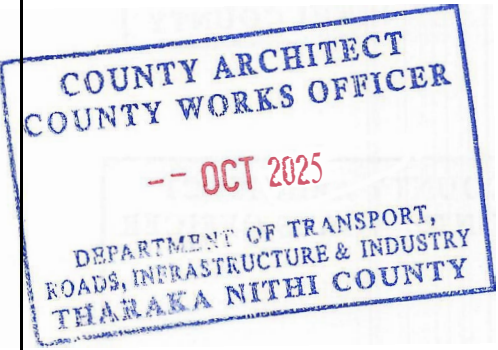
ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<b><u>ELEMENT NO. 6</u></b>				
	<b><u>FINISHES</u></b>				
	<b><u>Wall finishes</u></b>				
	<b><u>Insitu finishes</u></b>				
	<b><u>Render; 18mm thick, 1 No. coatwork of cement and sand (1:3); wood floated to concrete or blockwork base generally to: -</u></b>				
A	Beams and Columns; external	107	sm		
	<b><u>Plaster; 18mm thick, 2 No. coatwork, 15mm first coat of cement sand (1:3); 3mm second coat of cement and lime putty (1:9); steel trowelled to concrete or blockwork base generally to:-</u></b>				
B	Walls, beams; internal	803	sm		
	<b><u>Painting and decorations</u></b>				
	<b><u>Prepare and apply three coats of first quality plastic emulsion paint to: -</u></b>				
C	Plastered walls; beams; internal	803	sm		
D	Rendred beams and columns; external	107	sm		
	<b><u>Wall tiles to washrooms</u></b>				
	<b><u>Approved ceramic tiles to B.S. 1281; local; white glazed wall tiles to regular or approved other pattern; bedding and jointing in cement sand (1:4) mortar, grouting with white cement</u></b>				
E	6mm thick; butt joints straight both ways; to cement sand base (m/s) to walls internal	66	sm		
	<b><u>Beds or Backings</u></b>				
	<b><u>Render; cement and sand (1:3)</u></b>				
F	14mm thick one coat backings; wood floated to receive ceramic tiles (m/s) to concrete or blockwork base; to walls internal	66	sm		
<b><i>Carried to Collection</i></b>					

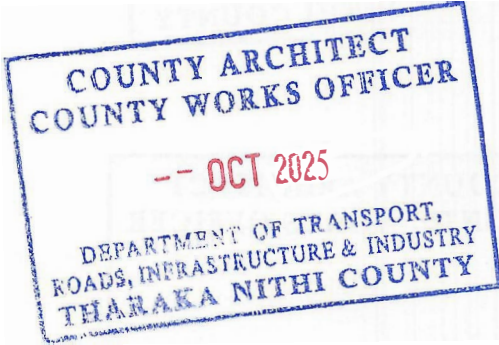
ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
A	<p><u>Floor finishes</u></p> <p><u>Beds or Backings</u></p> <p><u>Screed; cement and sand (1:3)</u></p> <p>32mm thick one coat backings; wood floated to receive ceramic floor tiles (m/s) to concrete or blockwork base; to floors level; internal.</p> <p><u>Approved; local; Ceramic floor tiles to regular or other approved pattern; bedding and jointing in cement sand (1:4) mortar; grouting with matching cement</u></p>		SM		
B	Floors level; internal		SM		
C	Skirtings; 100mm wide with rounded junction with wall finish and coved junction with floor finish.		LM		
<i>Carried to Collection</i>					

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<p><b><u>COLLECTION</u></b></p> <p>From page GF / 10</p> <p>From page GF / 11</p>				
	<b>TOTAL FOR FINISHES CARRIED TO SUMMARY</b>				



ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<u>SUMMARY</u>				
ELEMENT NO.	TITLE		PAGE NO.		K.SHS.
1	FRAME		GF / 2		
2	WALLING		GF / 3		
3	DOORS		GF / 6		
4	WINDOWS		GF / 10		
5	FINISHES		GF / 14		
					
<b>TOTAL FOR GROUND FLOOR WORKS CARRIED TO GRAND SUMMARY</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<b><u>BUILDERS WORK SUMMARY</u></b>				
ELEMENT NO.	TITLE			PAGE NO.	
1	SUBSTRUCTURE				
2	GROUND FLOOR				
					
<b>TOTAL CARRIED TO GRAND SUMMARY</b>					

ITEM	DESCRIPTION	QTY	UNIT	RATE	K.SHS
	<p><b><u>PROVISIONAL SUMS</u></b></p> <p><b><u>The following provisional sums are to be measured on completion and priced in accordance with the rates contained in these bills of quantities or prorata thereto or deducted in whole if not required</u></b></p>				
A	Allow a provisional sum of Kenya Shillings Three Hundred Thousand (Kshs 300,000.00) only for Contingencies		ITEM		300,000.00
B	Allow a provisional sum of Kenya Shillings One Hundred and Sixty Eight Thousand (Ksh 168,000.00) only for Project Documentation		ITEM		167,000.00
C	Allow a provisional sum of Kenya Shillings One Hundred and Fourty Three Thousand (Ksh 143,000.00) only for Project Management and Supervision		ITEM		143,000.00
D	Allow a provisional sum of Kenya Shillings Twenty Five Thousand Thousand (Ksh 25,000.00) only for Project Signage		ITEM		25,000.00
					
<b>TOTAL FOR P.C. &amp; PROVISIONAL SUMS CARRIED TO GRAND SUMMARY</b>					<b>635,000.00</b>

**GRAND SUMMARY**

ITEM	DESCRIPTION	Page No.	FOR TENDERER USE ONLY	FOR OFFICIAL USE ONLY
			K.SHS.	K.SHS.
A	PRELIMINARIES	Page 01/25		
B	MEASURED WORKS	SUB/4		
C	PRIME COSTS & PROVISIONAL SUMS	PS / 1		635,000.00
<b>TOTAL VAT INCLUSIVE</b>				
<b>GRAND TOTAL FOR PROPOSED WORKS</b>				

**Amount in words.** Kenya shillings .....

.....

.....Cents .....

**Tenderer's Signature and stamp**.....

Address .....

.....

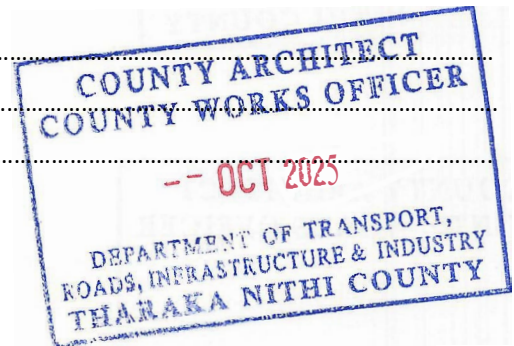
Date .....

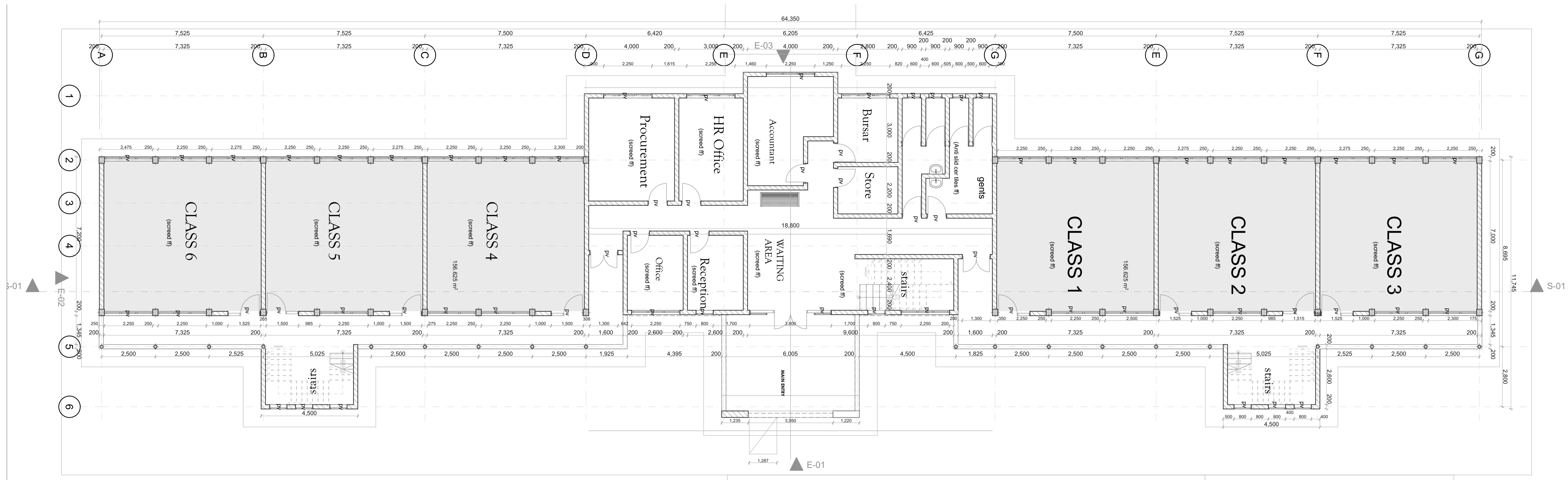
**Witness Signature** .....

Address .....

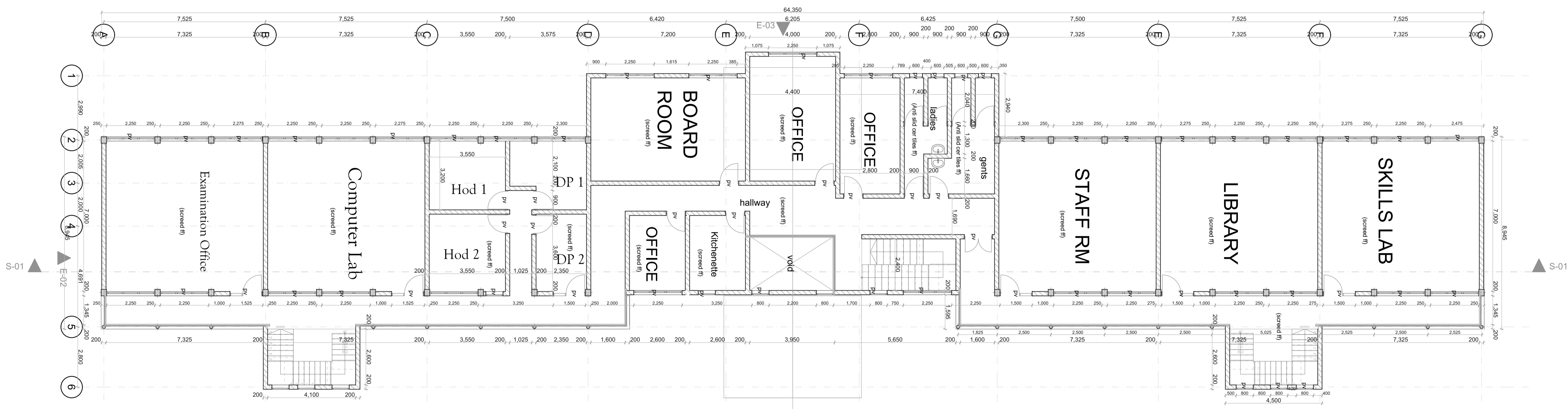
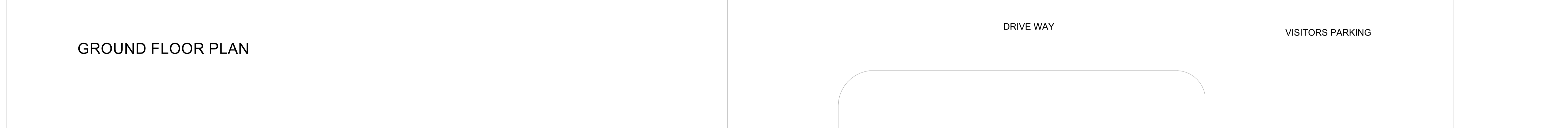
.....

Date .....





GROUND FLOOR PLAN



FIRST FLOOR PLAN

NOTE : All dimensions are to be reconfirmed on site

Client: **KENYA MEDICAL TRAINING COLLEGE-MAARA CONSTITUENCY**

Project Title: **PROPOSED INSTITUTIONAL DEVELOPMENT**

Drawing Title: **Council submission drawings**

- NOTES**
- ARCHITECTURAL**
- All work to be carried out in accordance with council regulations & the building code
  - Dimensions to be read and not scaled off the drawing. The contractor must check and verify all dimensions on site before commencement of any work.
  - All walls below 200mm to be reinforced with hoop iron at every alternative course.
  - Provide damp proof course (D.P.C) under all walls.
  - P.V. indicates permanent ventilations.
  - All drainage passing under building and drive area to be of PVC pipe and encased in concrete.

- All inspection chambers in drive area to have heavy duty covers.
- Check all dimensions on site.
- All sanitary work to be in accordance with MoH rules and regulations.
- 100g polythene sheeting and anti-termite treatment to be under basement floor concrete.
- All reinforced concrete work is to be in accordance with structural engineer's details.
- All electrical work to be carried out by a licenced electrician to the local authority.

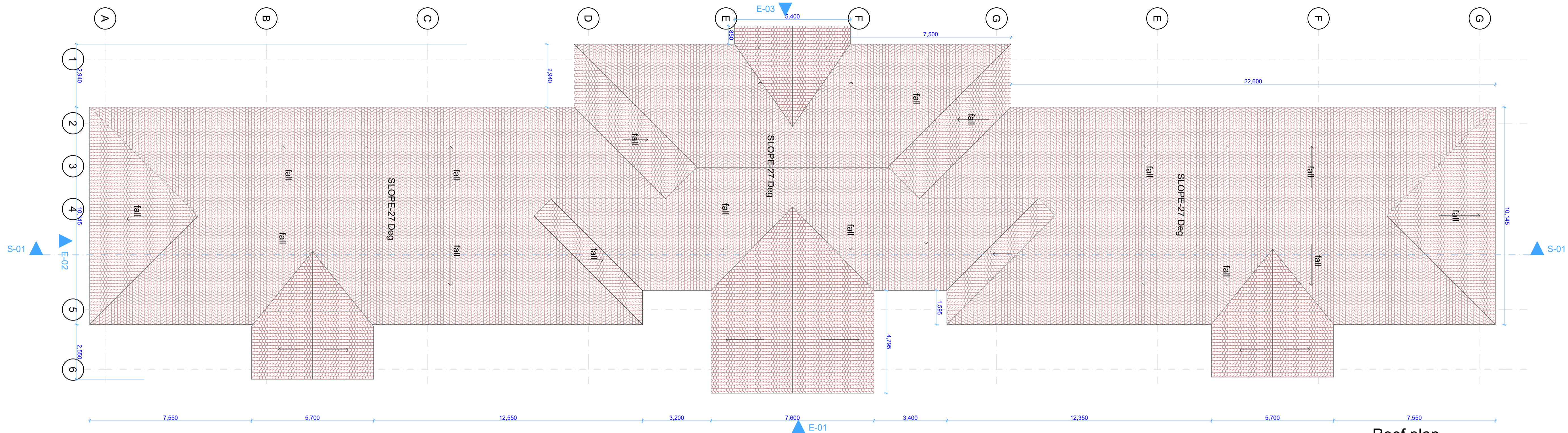
- CONSTRUCTION**
- All slabs concrete at ground level to be poured over 1000 gauge polythene sheeting on 50mm thick stone dust on hardcore.
  - All soils under slabs and all around external foundation to be treated for termites.

- STRUCTURAL**
- All black cotton soils to be removed from below all building and paved surfaces.
  - Building to be clear of all black cotton soils to a distance of 3m outside perimeter.
  - All paved surfaces to be clear of all black cotton soils to a distance of 500mm outside the edge of the surface.
  - For all R.C works, refer to Structural Engineer's details.
  - Depth of foundation to be determined on site to S.E's approval.
  - All walls less than 200mm thick to be reinforced with hoop irons at every alternate course.
  - All adjacent R.C works and masonry walls to be tied with straps irons at every course

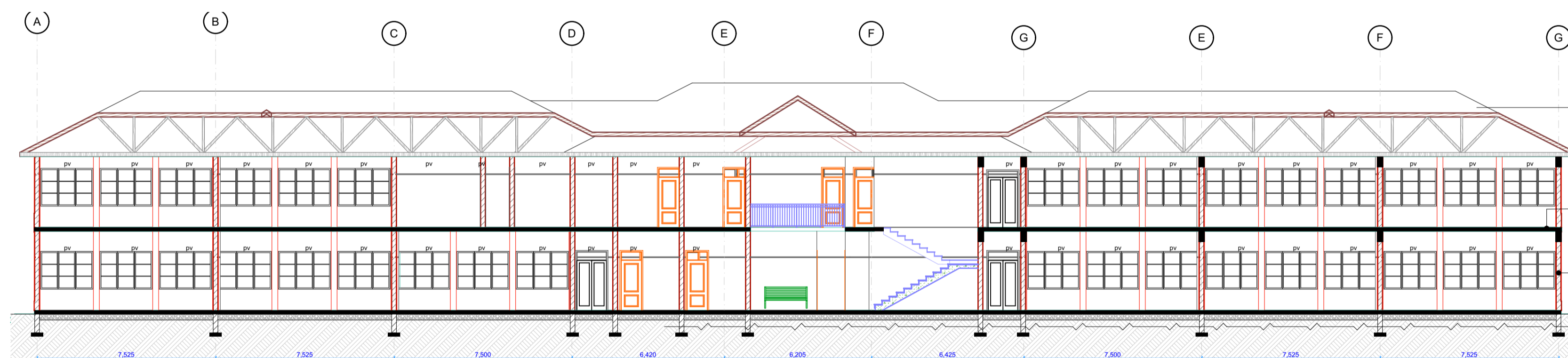
- FIRE FIGHTING**
- Provide 4no. 9 litres fire extinguishers next to each hose reel.
  - Provide emergency light in the staircase.
  - Provide automatic alarm to cover the project.
  - Provide 1200 litre water reserve tank for hose reel.
  - Provide smoke and heat detectors to all floors.
  - To comply with requirement of NFPA regulations.

Revision Descriptions:		Revised by:	Date revised:	Revision No.:	Status:
DO NOT SCALE FROM DRAWING USE FIGURED DIMENSIONS ONLY.					
SUBMITTED BY: ARCH. NJERUH M.J REG. NO: A-2089		Job No:	#Project ID	Scale:	1.75, 1.200, 1.100
Drawing No:	1_0	Rev. No.:			
Drawn by:	J.M.N	Checked by:	A2089	Date:	17/12/2025

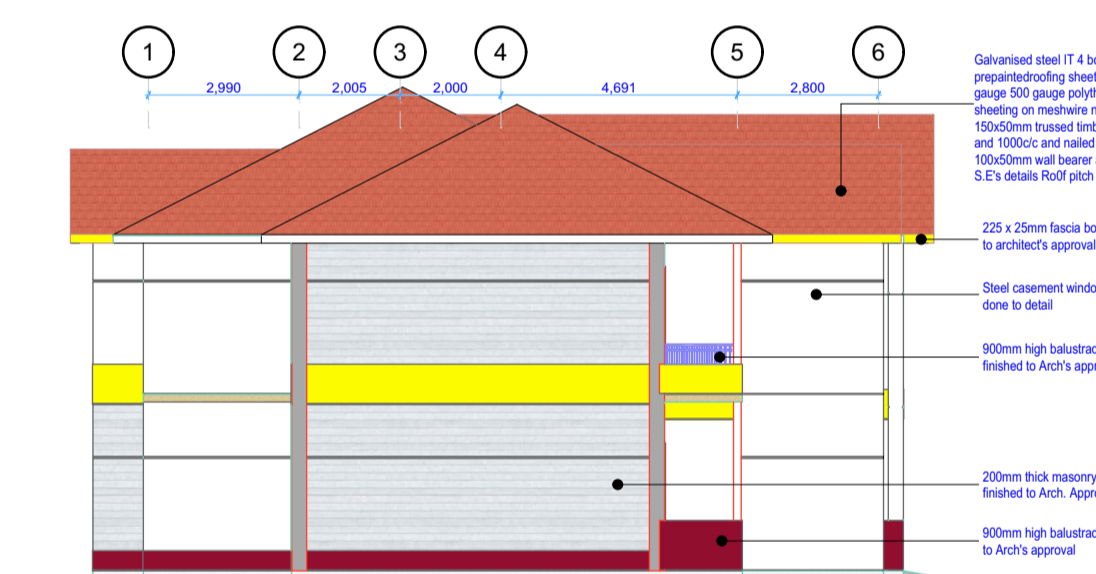
COUNCIL DRAWINGS



Roof plan



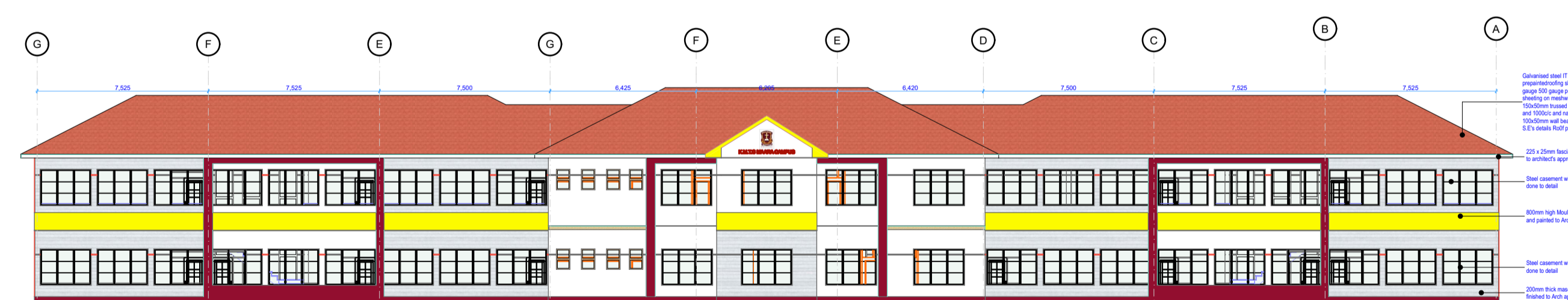
Section 01



Elevation 2



Elevation 1



Elevation 3

Client: **KENYA MEDICAL TRAINING COLLEGE-MAARA CONSTITUENCY**  
 Project Title: **PROPOSED INSTITUTIONAL DEVELOPMENT**  
 Drawing Title: Council submission drawings

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 4. Provide damp proof course (D.P.C) under all walls.  
 5. P.V. indicates permanent ventilations.  
 6. All drainage passing under building and drive area to be of PVC pipe and encased in concrete.

7. All inspection chambers in drive area to have heavy duty covers.  
 8. Check all dimensions on site.  
 9. All sanitary work to be in accordance with MoH rules and regulations.  
 10. 500g polythene sheeting and anti-termite treatment to be under basement floor concrete.  
 11. All reinforced concrete work is to be in accordance with structural engineer's details.  
 12. All electrical work to be carried out by a licenced electrician to the local authority.

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REG. NO: A-2089		Drawing No: 1, 0	Rev. No:	
Drawn by: J.M.N	Checked by: A2089	Date: 17/12/2025		



COUNCIL DRAWINGS