# REPUBLIC OF KENYA

## NATIONAL GOVERNMENT CONSTITUENCY DEVELOPMENT FUND

## BARINGO NORTH CONSTITUENCY

PROPOSED CONSTRUCTION OF 1NO. CLASSROOM
AT
LAWAN PRIMARY SCHOOL
PO.BOX 14-30401
KABARTONJO
BARINGO NORTH SUB-COUNTY
[BARINGO COUNTY]

# BILL OF QUANTITIES

PREPARED/ISSUED BY:
REGIONAL WORKS OFFICE
STATE DEPARTMENT FOR PUBLIC WORKS
P.O. BOX 660-20100,
NAKURU.

REGIONAL WORKS OFFICE
STATE DEPARTMENT FOR PUBLIC WORKS
P.O.BOX 660 – 20100, NAKURU

AUGUST , 2026

REPUBLIC OF KENYA

# NATIONAL GOVERNMENT CONSTITUENCY DEVELOPMENT FUND

## BARINGO NORTH CONSTITUENCY

## PROPOSED CONSTRUCTION OF 1 NO CLASSROOM
## AT
## LAWAN PRIMARY SCHOOL, BARINGO COUNTY.

TENDER DOCUMENTS

Supplied as part of the Invitation to Tender (ITT) No…….

Contract No.

Prepared by:
State Department for Public Works
P.O Box 660-20100,
NAKURU.

The contract for the above-mentioned works entered into this……. day of ……. 2026 by the undersigned refers to these Tender Documents and the Ministry of Lands, Public Works, Housing and Urban Development and public General Specification dated March, 1976 (together with any amendments issued thereto) shall be read and construed as part of the said contract.

…….  ……

THE CONTRACTOR  THE HEADTEACHER
LAWAN PRIMARY SCHOOL

Date: ……  Date: …….

SPECIAL NOTES

The Contractor is required to check the numbers of the pages of these Bills of Quantities and should he find any missing or in duplicate or figures indistinct he must inform the Principal Secretary for State Department for Public Works, Head Office, Ngong Road, Nairobi at once and have the same rectified.

Should the Contractor be in doubt about the precise meaning of any item or figure for any reason whatsoever, he must inform the Principal Secretary, State Department for Public Works, Head Office in order that the correct meaning may be decided before the date for submission of tenders.

No liability will be admitted nor claim allowed in respect of errors in the Contractor's Tender due to mistakes in the specifications, which should have been rectified in the manner, described above.




P.O. BOX 220-20100 NAKURU

REQUEST FOR QUOTATION FOR PROPOSED CONSTRUCTION OF 1 NO CLASSROOM AT LAWAN PRIMARY SCHOOL, BARINGO NORTH .

.

.

RFQ NO:.....

REQUEST FOR QUOTATIONS (RFQ)

TO..... ,

P.O Box .....

.....

FROM:LAWAN PRIMARY SCHOOL.

QUOTATION NAME: PROPOSED CONSTRUCTION WORK AT LAWAN PRIMARY SCHOOL, BARINGO COUNTY.

REF:

1. The BOM, LAWAN PRIMARY SCHOOL invites you to submit quotations for PROPOSED CONSTRUCTION WORK AT LAWAN PRIMARY SCHOOL BARINGO COUNTY indicated in detail in "Table A. Schedule of Requirements and Specifications". The quotation shall follow the instructions and documents in this RFQ document and shall be in English Language. Tenderers may obtain further information during office hours 8.00am to 5.00pm atthe address given below.

2. Quotations shall be submitted in accordance with the instruction in Part 1: Quotation Procedures and in a sealed envelope clearly indicating name and address of tenderer, the quotation name and title and must reach the Procuring Entity at the address indicated below not later than *[indicate date and time]*. Quotations can be delivered by registered mail, courier or hand delivery at the tenderer's option. Late quotations shall be rejected.

3. Any enquiries regarding this quotation may be addressed to

   THE HEADTEACHER,
   LAWAN PRIMARY SCHOOL,
   P.O. Box .

   The Office shall only respond to enquiries by..... ,2026.

4. Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.

5. Please inform by email or express mail the undersigned within 24 hours of receipt of this RFQ if you will not be submitting a quotation.

Address for Submission of Quotations.

Name of Procuring Entity: BOM LAWAN PRIMARY SCHOOL

Mailing Address: P.O. Box

Physical address: .

All quotations Must be delivered and registered at the Procurement Office, .....

PART 1: INSTRUCTIONS TO TENDERERS

1. Tenderers are advised to read carefully these instructions and the Conditions of Contract in Part 3: Contract, before preparing the quotation. The standard forms in this RFQ may be photocopied for completion but the Tenderer is responsible for their accurate reproduction. The term Tenderer shall mean the firm or person invited to submit a quotation. The term Quotation herein shall mean the quotation submitted as usually understood in public procurement.

2. Validity of Quotations: The quotation will be held valid for 30 days from the date of submission.

3. The Quotation shall consist of completed Tables A, B and C and the Form of Quotation all indicated in Part 2 of this Request for Quotations, and documents to evidence Eligibility and Conformity to Technical Specifications.

4. Sealing and Marking of Quotations: Quotations in one "one original" should be sealed in a single envelope, clearly marked with the Quotation Reference Number in the RFQ, the Tenderer's name and the name of the Procuring Entity. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.

5. Submission of Quotations: Quotations, and any alternatives if allowed as per Item 11 below, should be submitted to the address below, on or before the date and time indicated in sub-item 4 below. Late quotations will be rejected.

Address for Submission of Quotations.

Name of Procuring Entity: BOM,LAWAN PRIMARY SCHOOL
SCHOOLAddress: P.O. Box P.O.

Physical address: BARINGO NORTH.

*All quotations must be delivered and registered at the Procurement Office located at
.....
Date of Submission (deadline) .....Time of Submission (deadline): 10.00am.

6. Opening of Quotations: Quotations will be opened immediately after the closing date and time specified in item 5 (4) above, by at least three appointed officials of the Procuring Entity.

7. Tenderer Eligibility: Tenderer must submit Documentary evidence to show His/her eligibility to be awarded a contract.

8. Invitation not transferable: This invitation is not transferable to other firms or individuals not so invited.

9. Goods Eligibility: Tenderer must submit as evidence documents to show the country of origin of any good to be supplied or incorporated in the work or services

10. Technical Specifications: Documentary evidence to show that the goods meet the technical specifications.

11. Alternative Quotations: Tenderers are not permitted to submit alternative quotations for goods/alternative technical solutions for specified parts of the Works. Only the alternatives, if any, of the Tenderer with the winning quotation conforming to the basic technical requirements shall be considered by the Procuring Entity.

12. Currency: Quotations shall be priced in Kenya Shillings. Quotations in other currencies will be rejected if not allowed. The Procuring Entity shall not allow quotations in foreign currency.

13. Evaluation of Quotations: The evaluation of quotations will be conducted using the procedure set out below:

EVALUATION CRITERIA – BUILDERS WORK

1. Preliminary examination to determine Tenderer eligibility:

I. Dully signed and stamped Valid trading license.;

II. Dully signed and stamped Certificate of registration/Incorporation,

III. Dully signed and stamped Valid Tax Compliance Certificate.

IV. Copy of recent CR12/CR13 Form issued not earlier than 12 Months from tender advertisementdate.

V. Dully signed and stamped Current NCA registration certificate (NCA 8 and above in Builder's work)

VI. Dully signed and stamped current class of practicing license for NCA for the above registration certificates.

VII. Dully signed and stamped Form of Quotation.

IX. Dully signed and stamped Schedule of requirements table.

X. Dully signed and stamped Form for disclosure of interest.

XI. Dully signed and stamped certificate of independent quotation determination.

XII. Dully signed and stamped self-declaration form.

XIII. Dully signed and stamped Tender Securing Declaration Form

XIV. Dully signed, dated and stamped summary page

Quotations failing this stage will be rejected and not considered in next stage.

2.Technical examination

i. KeyPersonel PASS/FAIL

ii. Contract Completed in the last Three years (2) …… PASS/FAIL

iii. Schedules of contractor's equipment …… PASS/FAIL

iv. Evidence of financial resources..... PASS/FAIL

OVERALL REMARKS PASS/FAIL

The detailed scoring plan shall be as shown in table 1.

| Item | Description | Remarks |
|---|---|---|
| 1 | Key Personnel (Attach evidence) | PASS/FAIL |
| | a) Director of the firm | PASS/FAIL |
| | b) At least 1No. degree/diploma holder of key personnel in relevant construction field<br>• With over 2 years relevant experience | PASS/FAIL |
| | c) At least 1No certificate holder of key personnel in relevant field<br>• With over 2 years relevant experience | PASS/FAIL |
| | d) At least 1No artisan (trade test certificate in relevant field) | PASS/FAIL |
| | • With over 2 years relevant experience | |
| 2. | Contracts completed in the last three (3) years-Provide Evidence of (Contract Award, Contract agreement and Completion Certificate)<br>a) 2 No. Projects of similar nature, complexity or magnitude or | PASS/FAIL |
| 3. | Schedule of contractor's equipment and transport (proof or evidence of ownership/Lease)<br>• At least 3 no. relevant equipment for work being tendered (Pick up, drills, steel trowel and tile cutter) | PASS/FAIL |
| 4 | Financial report | |
| | a) Evidence of Financial Resources (Current bank statements signed and stamped by the Bank.) | PASS/FAIL |
| | REMARKS | |

Any bidder who FAILS in any of the above requirements shall not be evaluated further

2. Financial comparison of quotations to determine the lowest evaluated quotation

14. Lowest Evaluated Quotation: The lowest evaluated quotation shall be recommended for award of contract.

15. Award of contract: Award of contract shall be by placement of a Letter of Acceptance or Local Purchase Order in accordance with Part 3: Contract. The currency of award and payment shall be currency in which the quotation was submitted. Unsuccessful tenderers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation

16. Right to Reject: The Procuring Entity reserves the right to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

QUOTATION AND QUALIFICATION DOCUMENTS

*Instructions to Tenderers. Tenderers must complete and submit as part of the Form of quotation.*

*(i)* SCHEDULE OF REQUIREMENTS TABLE

*(ii)* FORM FOR DISCLOSURE OF INTEREST

*(iii)* CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

*(iv)* SELF-DECLARATION FORM

*(v)* FOREIGN TENDERER 40% RULE *(where provided)*

FORM OF QUOTATION *[To be completed by Tenderer]*

| | |
|---|---|
| Quotation Addressed to (*Procuring Entity)* | |
| Date of Quotation | |
| Quotation Reference Number: | |
| Subject of Quotation | |

1. We have examined and have no reservations to the Request for Quotation document, and understand its full content and intent.

2. In compliance with your request for quotations dated_____, referenced above, we offer to_____(*specify complete the works )* to cover and conform to our pricing listed in the attached in Table B. Quotation Submission TABLE at a total price of Kenya Shillings.....

(in words) _____

3. We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in

Part 1: INSTRUCTIONS TO TENDERERS.

4. We also confirm that the.....(*works to be constructed*) conform to the SCHEDULE OF REQUIREMENTS TABLE below and in conformity with technical specifications listed in PART2: SCHEDULE OF REQUIREMENTS of this RFQ Document.

5. We undertake to adhere by the Code of Ethical Conduct for Suppliers, Contractors and Service Providers, copy available from *www.ppra.go.ke* during the procurement process and the execution of any resulting contract.

6. We confirm that the prices quoted are fixed and firm for the duration of the validity period and performance of the contract and will not be subject to revision or variation.

7. The validity period of our quotation is: 30 days from the time and date of the submission deadline.

8. We confirm we are not submitting any other Quotation as an individual or firm, and we are not participating in any other Quotation as a Joint Venture member or as a subcontractor.

9. We, along with any of our subcontractors, suppliers, Engineer, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to a temporary suspension or a debarment imposed by the Public Procurement Regulatory Authority or any other entity of the Government of Kenya, or any international organization.

10. We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.

11. We hereby certify and confirm that the Quotation is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent Quotation Determination" attached below.

12. We, the Tenderer, have completed fully and signed the FORM FOR DISCLOSURE OF INTEREST- interest of the firm in the Procuring Entity, attached below.

The Delivery/Completion period offered is:_____days from date of acceptance of Quotation.

The warranty period offered is_____weeks.

Quotation Authorized by:

Name and designation _____

Signature: _____

i) SCHEDULE OF REQUIREMENTS TABLE

(Procuring Entity will complete the list of items to be same as those on Part 2 Table A. Schedule of Requirements and Technical Specifications and tenderer should complete columns D and E).

| A<br>Item | B<br>Description of works/services<br>*(Procuring Entity to select one)* | C<br>Quantity | D<br>Unit price | E<br>Total Price in Ksh |
|---|---|---|---|---|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |
| TOTAL TENDER SUM IN KES. | | | | |

Signature:_____

And seal/Stamp

Name:_____

Position:

Authorized for and on behalf of (*specify name of tenderer*) _____

Date _____

ii) FORM FOR DISCLOSURE OF INTEREST - Interest of the Firm in the Procuring Entity.

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

If yes, provide details as follows.

| | Names of Person | Designation in Procuring Entity | Interest or Relationship Tenderer |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |

ii) Con**fl**ict of interest disclosure

| | Type of Conflict | Disclosure YES OR NO | If YES provide details of the relationship with Tenderer |
|---|---|---|---|
| 1 | Tenderer is directly or indirectly controls, is controlled by or is under common control with another tenderer. | | |
| 2 | Tenderer receives or has received any direct or indirect subsidy from another tenderer. | | |
| 3 | Tenderer has the same legal representative as another tenderer | | |
| 4 | Quotation has a relationship with another tenderer, directly or through common third parties, that puts it in a position to influence the quotation of another tenderer, or influence the decisions of the Procuring Entity regarding this quotation process. | | |
| 5 | Any of the Tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the quotation. | | |
| 6 | Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Quotation Document. | | |
| 7 | Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Quotation document or specifications of the Contract, and/or the Quotation evaluation process of such contract. | | |
| 8 | Tenderer has a close business or family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the Contract. | | |
| 9 | Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the quotation process and execution of the | | |

iii) Certi**fi**cation

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

Full Name_____

Title or Designation_____

_____ _____)_____

*(Signature)* *(Date)*

## iv) CERTIFICATE OF INDEPENDENT QUOTATION DETERMINATION

I, the undersigned, in submitting the accompanying Letter of quotation to the_____

_____*[Name of Procuring Entity]* for: _____

_____

_____*[Name and number of quotation]* in response to the request for tenders made by:

_____*[Name of Tenderer]* do hereby make the following statements that I certify to be true and complete in every respect:

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

1. I have read and I understand the contents of this Certificate;

2. I understand that the Tenderer will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the quotation on behalf of the Tenderer;

4. For the purposes of this Certificate and the quotation, I understand that the word "competitor" shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:

   a) has been requested to submit a quotation in response to this request for quotations;
   b) could potentially submit a quotation in response to this request for quotations based on their qualifications, abilities or experience;

5. The Tenderer discloses that [check one of the following, as applicable]:

   a) The Tenderer has arrived at the quotation independently from, and without consultation, communication, agreement or arrangement with, any competitor;

   b) The Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for quotations, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;

6. In particular, without limiting the generality of paragraphs (5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   a) prices;
   b) methods, factors or formulas used to calculate prices;
   c) the intention or decision to submit, or not to submit, a quotation; or
   d) the submission of a quotation which does not meet the specifications of the request for quotations; except as specifically disclosed pursuant to paragraph (5) (b) above;

7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;

8. The terms of the quotation have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official quotation opening, or of the awarding of the Contract, whichever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5)(b) above.

Name_____

Title_____

Date_____

v) SELF-DECLARATION FORM

We, the Tenderer_____*(insert name)* submitting our Quotation in respect of Quotation

No_____for
*(insert quotation*

*Title Description*) for_____*(insert Name of Procuring Entity)*

DECLARE AS FOLLOWS:

That, We the Tenderer including any entity or individual that directly or indirectly controls, is controlled by or is under common control with us, and any subcontractors, suppliers, project managers, consultants, manufacturers, service providers, agents, individuals, or any other party involved or to be involved for any part of the processes of procurement and contract execution related to the above quotation:

a) have not engaged/will not engage in any corrupt or fraudulent practices in the processes of procurement and contract execution related to the above quotation as defined and/or described in the following:

i) the RFQ for the above Quotation;
ii) Kenya's Public Procurement and Asset Disposal Act, 2015*)* and its attendant Regulations;

iii) Kenya's Anti-Corruption and Economic Crimes Act, 2013; and iv) any such other Acts or Regulations of Government of Kenya;

b) have not offered/will not offer any inducement to any member of the board, management, staff and/or employees and/or agents of ..... *(name of the procuring entity);*

c) Have not engaged/will not engage in any collusive or corrosive practice with other tenderers participating in the subject quotation;

d) Have not been sanctioned or debarred by any entity from participation in public procurement proceedings of Kenya.

That, what is deponed to herein above is true to the best of our knowledge, information and belief.

Name of the Tenderer: ..... *[Insert complete name of tenderer signing the quotation]*

Name of the person duly authorized to sign the quotation on behalf of the Tenderer: ..... *[Insert complete name of person dulyauthorized to sign the quotation]*

Title of the person signing the Quotation ..... *[Insert complete title of the person signing the quotation]*

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

TENDER-SECURING DECLARATION FORM

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

Date: .....*[insert date (as day, month and year) of Tender Submission]* Tender No.....*[insert number of tendering process]* To: ..... *[insert complete name of Purchaser]*
I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.

2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.

3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
   a) our receipt of a copy of your notification of the name of the successful Tenderer; or
   b) thirty days after the expiration of our Tender.

4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed.....Capacity / title

(director or partner or sole proprietor, etc.)..... Name:

..... Duly

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

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

PART 2: SCHEDULE OF REQUIREMENTS

TABLE A. SCHEDULE OF REQUIREMENTS, TECHNICAL SPECIFICATIONS

Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS (SEE ATTACHED THE BILLS OF QUANTITIES)

| | **Description of Goods/works/services** *(Procuring Entity to select one)* | **Quantity** | | **CONFORMITY WITH TECHNICAL SPECIFICATIONS** |
|---|---|---|---|---|
| | B | C | D | E |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| 9 | | | | |

ATTACHMENTS *(to be listed below and supplied by Procuring Entity)*

ETC.

TECHNICAL SPECIFICATIONS FOR WORKS

(a) A preliminary description of the proposed works/services and work method and schedule, including drawings and charts, as necessary, containing all required information by which the proposed works may be evaluated (e.g. technical characteristics, operational capacities, maintenance, environmental effect, etc.) together with manuals or instructions for use or any other relevant information and documentation, delivery/installation schedules, etc.;

(b) A detailed statement of how the tenderer will carry out the works/services that will form an integral part of the Contract.

TABLE B. SCHEDULE OF REQUIREMENTS TABLE

(PLEASE SEE THE ATTACHED BILLS OF QUANTITIES)

| Item | Description of Goods/works/services *(Procuring Entity to select one)* | Quantity | Unit price | Total Price |
|---|---|---|---|---|
| 1 | B | C | D | E |
| 8 | | | | |
| 9 | | | | |
| TOTALTENDER SUM | | | | |

Signature:

And seal/Stamp

Name:

Position:

Authorised for and on behalf of (*specify name of tenderer*) _____

_____

Date _____

## PART 3: CONTRACT

CONTRACT AGREEMENT

(1) THIS CONTRACT AGREEMENT is made _____ *(specify date)*.

Between _____
*[Insert complete name of Procuring Entity]*, and having its principal place of Business at

_____

*[Insert address of Procuring Entity]*

_____

and *[Insert name of Supplier, or contractor or service provider]*, and having its principal place of

_____

business at *[Insert address of Supplier, contractor or service provider]*.

(2) WHEREAS the Procuring Entity invited quotations for the Supply of Goods/works/services (select one) described in Table B, i.e.
[insert brief description of Goods, works and Services] and has accepted a Quotation by the Tenderer in the sum of

_____ *[insert Contract Price in words and figures]* (hereinafter called "the Contract Price").

(3) NOW THIS AGREEMENT WITNESSED AS FOLLOWS:

1. This Contract Agreement includes the following documents:

(a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS (b) Table B. QUOTATIONSUBMISSION TABLE
(c) FORM OF QUOTATION
(d) Conditions of Contract

2. In consideration of the payments to be made by the Procuring Entity to the *Supplier/contractor/service provider* as hereinafter mentioned, the *Supplier/contractor/service provider* hereby covenants with the Procuring Entity to provide the Goods/works/services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

3. The Procuring Entity hereby covenants to pay the Supplier/Contractor/service provider *(select one)* in consideration of the provision of the Goods/works/services *(select one)* 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.

(4) In WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Kenya.

For and on behalf of the Procuring Entity

Signed: *[insert signature]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier/Contractor/Service Provider (*select one*)

Signed: *[insert signature of authorized representative(s) of the Supplier]*
in the capacity of *[insert title or other appropriate designation]*
in the presence of *[insert identification of official witness]*

CONDITIONS OF CONTRACT

1. Language

The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier/Contractor/Service Provider (*select one*) Provider and the Procuring Entity, shall be written in the English Language.

2. Eligibility

The goods shall have the nationality of an eligible country. All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries.

3. Notices

Any notice given by one party to the other pursuant to the Contract shall be in writing.

4. Governing Law

The Contract shall be governed by and interpreted in accordance with the Laws of Kenya, unless otherwise specified hereunder.

5. Settlement of Disputes

The Procuring Entity and the Supplier/Contractor/Service (*select one*) shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If the parties have failed to resolve their dispute or difference by such mutual consultation, either the Procuring Entity or the Supplier/Contractor/Service (*select one*) may give notice to the other party of its intention to commence arbitration. The dispute shall be referred to adjudication or arbitration in accordance with the laws of Kenya.

6. Supplier/Contractor/Service Provider Responsibilities

The Supplier/Contractor/Service Provider (*select one*) shall supply all the Goods included in the Schedule of Requirements.

7. Contract Price

Prices charged by Contractor under the Contract shall not vary f rom the prices quoted by the Contractor/Service Provider (*select one*) in its quotation.

8. Terms of Payment

The Contract Price shall be paid One hundred (100) percent of the Contract Price as follows *(select one*):

1. For Goods, price of goods received upon submission of a claim/invoice supported by the acceptance certificate issued by the Procuring Entity.
2. For Works, upon valuation by the Contractor of the portion of the works completed, such valuation to be accepted by the Procuring Entity, payments up to final completion certificate.
3. For Services, upon valuation by the Service Provider of the services completed, such valuation to be accepted by the Procuring Entity, payments upto final completion certificate.

9. Inspections and Tests

The Supplier/Contractor/Service Provider (*select one*) shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods, works or Services to confirm their conformity to technical specifications.

10. Warranty

The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contra

| | DESCRIPTION | QUANTITY | UNIT | RATE | KSHS |
|---|---|---|---|---|---|
| | **PROPOSED CLASSROOM** | | | | |
| | **ELEMENT NO.1**<br>**SUBSTRUCTURES** | | | | |
| | **ALL PROVISIONAL** | | | | |
| | **NOTE;** All work measured under this element is upto and including the floorslab but excluding the finishes thereon:- | | | | |
| **A** | Clear the site of all bush scrub undergrowth and small trees grub up roots and cart away or burn all arising | 110 | SM | | |
| **B** | Excavate oversite average 250mm deep to remove vegetable soil load up wheel and cart away. | 110 | SM | | |
| **C** | Excavate for strip foundation trenches occuring not exceeding 1.5metres deep commencing from reduced level | 42 | CM | | |
| **D** | **Extra over** excavations for excavating in rock | 5 | CM | | |
| **E** | Allow for keeping excavations free from mud and all water including spring and running water by pumping pailing or other approved means. | | ITEM | | |
| **F** | Allow for planking and strutting to sides of excavations | | ITEM | | |
| | **Disposal** | | | | |
| **G.** | Load surplus excavated material and cart away from site | 10 | CM | | |
| | | | | | |
| | | | | ***Carried to collection*** | |

**CL/ 1**

| ITEM | DESCRIPTION | QUANTITY | UNIT | RATE | KSHS |
|---|---|---|---|---|---|
| | **Filling** | | | | |
| **A** | Return fill in and ram selected excavated material around foundations. | 44 | CM | | |
| | **Hardcore as described** | | | | |
| **B** | Approved hardcore filling including levelling consolidating and/or hand packing on blinding(m.s) | 90 | SM | | |
| | **Blinding** | | | | |
| **C** | 50mm Thick layer murram or other equal and approved blinding to the surface of hardcore;rolled smooth to receive polythene sheeting(m.s) | 90 | SM | | |
| | **Insecticide treatment** | | | | |
| **D** | **'TERMIDOR" or other equal and approved** chemical insecticide treatment prepared and applied according to the manufacturer's printed instructions. | 90 | SM | | |
| | **Damp proof membrane** | | | | |
| **E** | 500 Gauge polythene or other equal and approved plastic sheet damp proof membrane laid over blinding(measured nett - allow for laps) | 90 | SM | | |
| | | | | ***Carried to collection*** | |

**CL/ 2**

| ITEM | DESCRIPTION | QUANTITY | UNIT | RATE | KSHS |
|---|---|---|---|---|---|
| | **In-situ concrete work** | | | | |
| | **Mass concrete (1:4:8/38-38mm aggregate)** | | | | |
| **A** | 50mm Thick blinding under foundations | 23 | SM | | |
| | **Vibrated reinforced concrete (1:2:4/20-20mm) aggregate as described in:** | | | | |
| **B** | Strip foundations | 5 | CM | | |
| **C** | 100mm Thick floor slab | 90 | SM | | |
| | **Steel reinforcement** | | | | |
| | **Supply and fix bar/rod reinforcement inclunding bending hooks tyingwire cutting spacers and supporting all in position as described.** | | | | |
| | **High tensile square twisted bars to B.S.4461** | | | | |
| **D** | 10 mm diameter | 70 | KG. | | |
| **E** | 8 mm diameter | 75 | KG. | | |
| | **Mesh reinforcement** | | | | |
| **F** | Fabric mesh reinforcement to B.S. 4483 ref: A98 including laps tyingwire and spacer blocks complete(measured nett-allow for laps) | 90 | SM | | |
| | **Sawn formwork as described to:** | | | | |
| **G** | Vertical sides of foundations | 16 | SM | | |
| **H** | Edges of floor slab 75-150mm high | 31 | LM | | |
| | | | | ***Carried to collection*** | |

| ITEM | DESCRIPTION | QUANTITY | UNIT | RATE | KSHS |
|---|---|---|---|---|---|
| | **Foundation walling** | | | | |
| **A** | 200mm Thick rough chiselled dressed natural stone walling bedded and jointed in cement and sand (1:3) mortar and reinforced with and including 20 swg x 25 mm wide hoopiron in every alternate course | 39 | SM | | |
| **B.** | Extra over external walling for attached piers size 400 x 200 x 1000mm high in natural coursed stone walling as before described | 12 | NO | | |
| | **Plinth area finishes** | | | | |
| **C** | 12mm Thick cement and sand (1:3) wood float render to plinth area | 12 | SM | | |
| **D** | Prepare and apply three coats black bitumastic paint to rendered area | 12 | SM | | |
| | | | | ***Carried to collection*** | |

| | | |
|---|---|---|
| | **COLLECTION**<br>**Brought forward from page CL/ 1**<br>**Brought forward from page CL/ 2**<br>**Brought forward from page CL/ 3**<br>**Brought down from page CL/ 4** | |
| | **TOTAL FOR ELEMENT NO. 1**<br>**SUBSTRUCTURES CARRIED TO SUMMARY** | |

| ITEM | DESCRIPTION | QUANTITY | UNIT | RATE | KSHS |
|---|---|---|---|---|---|
| | **ELEMENT NO.2** | | | | |
| | **R.C. FRAME & STEEL FRAMES** | | | | |
| | **Vibrated reinforced concrete (1: 2:4/20 - 20mm aggregate ) as described in:-** | | | | |
| **A.** | Ringbeam/beams | 2 | CM | | |
| | **Steel reinforcement** | | | | |
| | **Supply and fix steel bar/rod reinforcement including bending hooks tyingwire cutting spacer blocks and supporting all in position** | | | | |
| | **High tensile square twisted bars to B.S. 4461 as described in ;** | | | | |
| **B.** | 12 mm diameter | 110 | KG. | | |
| **C.** | 8 mm diameter | 41 | KG. | | |
| | **Sawn formwork as described to:** | | | | |
| **D.** | Sides a nd soffites of beams | 19 | SM | | |
| | **Metal Tubes (in Verandah)** | | | | |
| **E.** | 300 x 300 x 6mm Thick mild steel plates 4-times drilled and welded to Mild Steel tubes(ms) and bolted to concrete | 4 | NO | | |
| **F.** | 12mm Diameter x 250mm Long black hold down bolts set in concrete complete with nuts and washers | 16 | NO | | |
| **G.** | 75 mm diameter X 4mm thick mild steel tubes welded to plates(m.s.) | 11 | LM | | |
| **H.** | 150 x 150 x 6mm Thick mild steel plate welded to end of ms tubes and angles | 4 | NO | | |
| | | | | | |

***Carried to collection***

| ITEM | DESCRIPTION | QUANTITY | UNIT | RATE | KSHS |
|---|---|---|---|---|---|
| **A.** | 100 x 50 x 6mm Thick mild steel angles welded to plates | 4 | NO | | |
| | **Painting** | | | | |
| **B.** | Prepare and apply one coat of red oxide primer before transporting to site and another on site to general surfaces of steel columns surfaces including preparing and applying two coats gloss oil paint | 3 | SM | | |
| | ***Carried to collection*** | | | | |

| | | |
|---|---|---|
| | **COLLECTION**<br><br>**Brought forward from page CL/ 5**<br><br>**Brought down from page CL/ 6** | |
| | **TOTAL FOR ELEMENT NO. 2**<br>**R.C. FRAME/STEEL FRAME**<br>***CARRIED TO SUMMARY*** | |

| ITEM | DESCRIPTION | QUANTITY | UNIT | RATE | KSHS |
|---|---|---|---|---|---|
| | **ELEMENT NO. 3** | | | | |
| | **WALLING** | | | | |
| | **Natural (quarry) stone walling bedded and jointed in cement and sand (1:3) mortar with recessed joints as described in:-** | | | | |
| **A.** | 200mm Thick reinforced with and including 20swg x 25mm wide hoopiron in every alternate course | 112 | SM | | |
| **B.** | Extra over external walling for attached stone piers size 400 x 200 x 2800mm high in natural coursed stone walling as before described | 12 | NO | | |
| **C.** | Extra over walling for eaves clossing | 38 | LM | | |
| | **Horizontal damp proof course ; one layer of 3 - ply bituminous felt or other equal and approved (measured nett - allow for laps)** | | | | |
| **D.** | 200mm Wide levelled and bedded in cement and sand (1:3) mortar under walls | 39 | LM | | |
| | | | | | |
| | ***Carried to collection below*** | | | | |

| | | |
|---|---|---|
| | **COLLECTION**<br>**Brought down from page CL/ 7 Above** | |
| | **TOTAL FOR ELEMENT NO.3**<br>**WALLING**<br>***CARRIED TO SUMMARY*** | |

| ITEM | DESCRIPTION | QUANTITY | UNIT | RATE | KSHS |
|---|---|---|---|---|---|
| | **ELEMENT NO. 4** | | | | |
| | **ROOFING** | | | | |
| | **Construction** | | | | |
| | **All timber to be sawn cypress of G.S. grade seasoned to an equilibrium moisture content of between 9% and 15% and to the requirement of K.S. 02 771 of 1991 treated with approved wood preservative** | | | | |
| **A.** | 100 x 50mm Wall plate on and including 10mm cement and sand (1:4) mortar bed secured to reinforced concrete ringbeam(m.s.) by black mild steel anchor bolts (m.s.) | 38 | LM | | |
| | **The following in 7 No. Nailed timber trusses spanning clear 8100mm (average) height 1350mm including hoisting and placing 3000mm above floor slab level** | | | | |
| **B.** | 100 x 50mm Trussed rafter | 70 | LM | | |
| **C.** | 150 x 50mm Tie beam/kingpost | 57 | LM | | |
| **D.** | 100 x 50mm Strut/tie | 49 | LM | | |
| | | | | ***Carried to collection*** | |

| ITEM | DESCRIPTION | QUANTITY | UNIT | RATE | KSHS |
|---|---|---|---|---|---|
| | **Independent members** | | | | |
| **A** | 75x 50mm purlins | 102 | LM | | |
| | **Covering** | | | | |
| **B** | **Gauge 28"GCI"** Pre-painted sheet roofing fixed on purlins(m.s.) | 108 | SM | | |
| **C** | **Gauge 28** Ridge capping to match covering | 10 | LM | | |
| | **Wrot cypress** | | | | |
| **D** | 25 x 225mm Fascia board fixed to end of rafters(m.s) | 20 | LM | | |
| **E** | 25 x 225mm Barge board fixed to end of battens | 24 | LM | | |
| | **Sundries** | | | | |
| **F** | 12mm Diameter x 250mm long black mild steel anchor bolt embedded 180mm deep in ringbeam at 1200mm centres including drilling holes in timber | 32 | NO | | |
| **G** | 100 x 100 x 6mm Thick galvanized mild steel nailing cleat once bent to form angle ; ten times drilled ; one flange nailed to foot of rafter (m.s.) other nailed to top of wallplate (m.s.) | 44 | NO | | |
| | **Painting** | | | | |
| | **Prime only back of wood before fixing** | | | | |
| **H.** | Surfaces 100-200mm girth | 37 | LM | | |
| | **Knot prime stop and apply one under coat and two finishing coats gloss oil paint to;** | | | | |
| **J.** | General surfaces of wood 200 - 300mm girth | 37 | LM | | |
| | | | | | |

***Carried to collection***

| | | |
|---|---|---|
| | **COLLECTION**<br><br>**Brought forward from page CL/ 8**<br><br>**Brought forward from page CL/ 9** | |
| | **TOTAL FOR ELEMENT NO.4**<br>**ROOFING**<br>***CARRIED TO SUMMARY*** | |

| ITEM | DESCRIPTION | QUANTITY | UNIT | RATE | KSHS |
|---|---|---|---|---|---|
| | **ELEMENT NO. 5** | | | | |
| | **WINDOWS** | | | | |
| | **Supply and fix the following purpose made welded mild steel casement windows comprising of one inch z section framing, T sections** | | | | |
| **A.** | Window **overall size 1500 x 1500mm** high | 3 | NO | | |
| **B.** | Window **overall size 1500 x 1200mm** high | 2 | NO | | |
| | **Glazing** | | | | |
| | **4mm thick clear sheet glass in metal putty in;-** | | | | |
| **C.** | Panes exceeding 0.1 sq m but not exceeding 1.50 sqm | 10 | SM | | |
| | **Window Cill** | | | | |
| **D.** | **Ex. 250 x 75mm** Thick precast concrete window cill weathered and throated, reinforced as necessary , finished fair faced including hoisting and bedding in cement and sand (1:3) mortar | 9 | LM | | |
| | | | | ***Carried to collection*** | |

| ITEM | DESCRIPTION | QUANTITY | UNIT | RATE | KSHS |
|---|---|---|---|---|---|
| | **Painting** | | | | |
| | **Prepare and apply one under coat and two finishing gloss oil paint to ;** | | | | |
| **A.** | General surfaces of metal (windows) internally | 10 | SM | | |
| **B** | General surfaces of metal (windows) externally | 10 | SM | | |
| | | | | ***Carried to collection*** | |

| | | |
|---|---|---|
| | **COLLECTION**<br>**Brought forward from page CL/ 11**<br>**Brought Down from page CL/ 12 Above** | |
| | **TOTAL FOR ELEMENT NO.5**<br>**WINDOWS CARRIED TO SUMMARY** | |

| ITEM | DESCRIPTION | QUANTITY | UNIT | RATE | KSHS |
|---|---|---|---|---|---|
| | **ELEMENT NO.6** | | | | |
| | **DOORS** | | | | |
| | **Metal doors** | | | | |
| **A.** | **1200mm wide x 2400mm** high overall mild steel panelled door in two equal leaves each size 625mm x 2400mmhigh comprising of 75 x 50 x 6mm thick mild steel framing all round ,1.6mm thick mild steel sheet welded to 75 x 50 x6 mm thick angle bracings top and middle rails complete with handles purpose made hinges and all necessary accessories including priming with one coat of red oxide primer before delivery to site and all welds ground smooth | 1 | NO | | |
| | **Painting** | | | | |
| **B.** | General surfaces of Metal | 5 | SM | | |
| | | | | ***Carried to collection*** | |

| | | |
|---|---|---|
| | **COLLECTION**<br>**Brought down from page CL/ 13 Above** | |
| | **TOTAL FOR ELEMENT NO. 6**<br>**DOORS**<br>***CARRIED TO SUMMARY*** | |

| ITEM | DESCRIPTION | QUANTITY | UNIT | RATE | KSHS |
|---|---|---|---|---|---|
| | **ELEMENT NO. 7** | | | | |
| | **FINISHES** | | | | |
| | **Floors and Skirtings** | | | | |
| | **Insitu cement and sand (1:3) screeded beds, with steel trowelled finish , on concrete** | | | | |
| **A** | 40mm Thick screed trowelled and tamped to semi- rough finish to approved pattern | 88 | SM | | |
| **B** | 20x 100mm High skirting rounded at top edge and coved at junction with floor | 39 | Lm | | |
| | **EXTERNAL WALL FINISHES** | | | | |
| | **12mm thick cement, sand render, with wood float finish, as described to:-** | | | | |
| **E** | Walls/Concrete surfaces of beams | 14 | SM | | |
| | **Painting and decorating** | | | | |
| | **Prepare and apply one undercoats and two finishing coats exterior quality plastic emulsion paint on :-** | | | | |
| **F** | Rendered concrete surfaces | 14 | SM | | |
| | **INTERNAL WALL FINISHES** | | | | |
| | **12mm thick cement, sand and lime plaster, with steel trowelled finish, as described to:-** | | | | |
| **G** | Walls | 88 | SM | | |
| | | **Carried to collection** | | | |

| ITEM | DESCRIPTION | QUANTITY | UNIT | RATE | KSHS |
|---|---|---|---|---|---|
| | **Painting and decorating**<br><br>Prepare and apply one undercoats and two finishing coats plastic emulsion paint on :- | | | | |
| **A** | Plastered walls and beams | 79 | SM | | |
| | ***Carried to collection*** | | | | |

| | | |
|---|---|---|
| | **COLLECTION**<br><br>**Brought forward from page CL/ 14**<br><br>**Brought down from page CL/ 15** | |
| | **TOTAL FOR ELEMENT NO. 7**<br>**FINISHES**<br>***CARRIED TO SUMMARY*** | |

| Item No. | Description | Qty | Unit | Rate | Amount (Kshs) |
|---|---|---|---|---|---|
| | **Supply, install, test and commission the following :-** | | | | |
| | **LIGHTING POINTS** | | | | |
| **A** | Lighting point wired in 3x1.5mm$^2$ SC-PVC-Cu cables drawn in 20mm diameter HG PVC conduits concealed inside ceiling complete with all necessary accessories excluding switches and fittings for:- | | | | |
| | i). one way switching | 6 | No. | | |
| | **SWITCHES** | | | | |
| **B** | 10A moulded ivory switch plates as Crabtree or approved equivalent as follows: | | | | |
| | i). one gang one way | 2 | No. | | |
| | **LIGHTING FITTINGS** | | | | |
| **C** | Light fittings complete with fixing accessories and lamps as follows:- | | | | |
| | i) 1200mm 1 x 36w Fluorescent batten fitting of slim crosssection with clip-on cover plate and adjustable end cap system. As Thorn Popular Pack Batten. | 6 | No | | |
| | ii) 100W bulk head fitting as Thorn or approved equivalent. | 2 | No | | |
| | **SOCKET OUTLETS AND POWER POINTS** | | | | |
| **D** | Socket outlet point comprising wiring in 3x2.5mm$^2$ PVC-SC-Cu cables in concealed in 25mm diameter HG pvc conduits. | 4 | No. | | |
| **E** | 13A switched moulded socket outlet with Neon indicator as Crabtree or approved equivalent. | 4 | No. | | |
| | **Total Carried Forward To Next Page** | | | | |
| | **CL/16** | | | | |

| Item No. | Description | Qty | Unit | Rate | Amount (Kshs) |
|---|---|---|---|---|---|
| | **CONSUMER UNITS/DISTRIBUTION BOARDS** | | | | |
| **A** | 4-way SP/N consumer unit flush mounted on wall complete with a 100A SP/N integral isolator as CRABTREE or approved equivalent. | 1 | No. | | |
| **B** | Miniature Circuit Breakers t as follows: | | | | |
| | (i) 10A SP | 1 | No | | |
| | (ii) 30A SP | 1 | No | | |
| | (iii) Blanking Plates | 2 | No | | |
| | **SUB-MAINS** | | | | |
| **C** | 3 x 10mm pvc singles | | | | |
| | i. Black | 10 | LM | | |
| | ii. Green/yellow | 10 | LM | | |
| | iii. Red | 10 | LM | | |
| **D** | Single Tariff Meter Box | 1 | No. | | |
| **E** | Electrical earthing comprising 6.0 $mm^2$ single-Core copper cables drawn inside HG conduits, 1500mm by 15mm diameter copper electrode complete with clamp and a pre-cast concrete inspection pit with cover. | item | item | | |
| | **Carried to collection Bellow** | | | | |

| | |
|---|---|
| **Brought forward from** **CL/ 16** | |
| **Brought down from** **CL/ 17** | |

| | | | | |
|---|---|---|---|---|
| **Total for Electricals C/F to Summary page** | | | | |

**CL/ 17**

| NO. | SUMMARY<br>BUILDER'S WORK<br>ELEMENT | | |
|---|---|---|---|
| 1 | SUBSTRUCTURES | CL/ 4 | |
| 2 | R.C. FRAME | CL/ 6 | |
| 3 | WALLING | CL/ 7 | |
| 4 | ROOFING | CL/ 10 | |
| 5 | WINDOWS | CL/ 12 | |
| 6 | DOORS | CL/ 13 | |
| 7 | FINISHES | CL/ 15 | |
| 8 | ELECTRICALS | CL/ 17 | |
| | PROPOSED CLASS<br>*CARRIED TO GRAND SUMMARY* | | |

S

CL/ 18

| ITEM | DESCRIPTION | QTY | UNIT | RATE | KSHS |
|---|---|---|---|---|---|
| | **PC AND PROVISIONAL SUMS** | | | | |
| **A.** | Allow a provisional sum of Kenya Shillings **Thirty Thousand (30,000.00) for Contingencies** | | **SUM** | | **30,000.00** |
| **B.** | Allow a provisional sum of Kenya Shillings **Thirty Thousand (30,000.00) for project management Expenses by state department of puplic works officers** | | **SUM** | | **30,000.00** |
| **C** | Allow a provisional sum of Kenya Shillings **Ten Thousand (10,000.00) for Branding and Signage indicating (NG-CDF LOGO,PROJECT NAME AND FINANCIAL YEAR** | | **SUM** | | **10,000.00** |
| **D** | Allow a provisional sum of Kenya Shillings **Thirty Thousand (30,000.00) for project management committee** | | **SUM** | | **30,000.00** |
| | ***Carried to collection*** | | | | **100,000.00** |

| | | |
|---|---|---|
| | **Brought Down from Page No. PC/ 1 Above** | **100,000.00** |
| | **TOTAL FOR PC AND PROVISIONAL SUMS** | |
| | ***CARRIED TO GRAND SUMMARY*** | **100,000.00** |

**GRAND SUMMARY**

| ITEM | DESCRIPTION | | |
|---|---|---|---|
| 1 | **PROPOSED CLASSROOM** | **CL/18** | |
| 2 | **PROVISIONAL SUMS** | **PS/1** | |
| | **SUB TOTAL** | | |
| 3 | **ADD VAT** | **16%** | |
| | ***TOTAL*** | | |
| | ***TOTAL FOR PROPOSED 1 NO. CLASSROOM*** | | |

**NAME OF TENDERER**.....

**ADDRESS**.....

**SIGNATURE**.....

**DATE**.....

**NAME OF WITNESS**.....

**ADDRESS**.....

**SIGNATURE**.....

**DATE**.....



REGIONAL WORKS OFFICE
STATE DEPARTMENT FOR PUBLIC WORKS
P.O.BOX 660 – 20100, NAKURU