

REPUBLIC OF KENYA

REPUBLIC OF KENYA
MINISTRY OF LAND ,PUBLIC WORKS ,HOUSING AND URBAN DEVELOPMENT
(STATE DEPARTMENT OF PUBLIC WORKS)
REQUEST FOR QUOTATION FOR SMALL CONTRACTS (BUILDING WORKS)

QUOTATION NAME: PROPOSED CONSTUCTION OF 2NO.CLASROOMS AT KAHAWA WENDANI PRIMARY SCHOOL IN RUIRU CONSTITUENCY.

PREPARED BY
RUIRU SUB-COUNTY WORKS OFFICE
P. O BOX 350-00232
RUIRU

DEFINITIONS

The following terms and expressions used in the contract document shall have the following meanings:

The Financiar:

Project Manager: Sub County Works Officer
Ministry of Transport, Infrastructure, Housing
Urban Development and Public Works
P. O. Box 350-00232 RUIRU

Architect: Sub County Works Officer Ministry of Transport, Infrastructure, Housing Urban Development and Public Works
P. O. Box 350 - 00232 RUIRU

Quantity Surveyor: County Quantity Surveyor
Ministry of Transport, Infrastructure, Housing,
Urban Development and Public Works
P. O. Box 350-00232 RUIRU

ITEM	DESCRIPTION	Amount
	SECTION NO.1	
	A	
	RELIMINARIES	
	BILL NO. 1	
A	**PARTICULAR PRELIMINARIES**	
	PRICING ITEMS OF PRELIMINARIES	
	Prices SHALL BE INSERTED against items of preliminaries in the tenderers priced Bills of Quantities.	
	Please note that failure to price any item of general / particular preliminaries will be construed to mean that the tenderer has allowed for its costs elsewhere or wishes to provide for that item free of Charge.	
B	**FIRM PRICE CONTRACT**	
	This is a firm price contract and the Contractor must allow in his tender rates for any increase in the cost of labour and/or materials during the currency of the contract.	
C	**SCOPE OF CONTRACT**	
	The works to be carried out under this contract is,excavation ,walling ,concrete works and finishings (as itemised in the BQ's)	
D	**FLOOR AREA**	
	The total gross approximate floor area is N/A square metres.	
	The total gross floor area is given without warranty but for guidance only.	
E	**MEASUREMENTS**	
	In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract document shall immediately be referred to the Project Manager.	

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ITEM	DESCRIPTION
A	**LOCATION OF SITE**
B	The site for works is located within **kahawa wendani** The tenderer shall be deemed to have visited the site and familiarized himself with all site conditions prior to submission of tenders. No claims arising from the tenderers failure to do so will be entertained.
B	**EXISTING BUILDING SERVICES** Special precautions shall be required throughout the contract period to avoid damage to the existing cables, drains and other services. The Contractor shall allow for making good any damage arising from his actions during execution of this contract at his own expense.
C	**WORKING CONDITIONS** The Contractor shall allow in his rates for any interference that he may encounter in the course of execution of the works for the Client may in some cases ask the Contractor not to proceed with the works until some activities within the site are completed.
D	**LABOUR CAMPS** The Contractor shall not be allowed to house labour on site. Allow for transporting workers to and from the site during the tenure of the contract.

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	MATERIALS FROM DEMOLITIONS	
A	Any materials arising from demolitions and not re-used shall become, remain the property of the client. The Contractor shall allow in his rates the cost of assembling and keeping them in the client's premises.	
B	**PRICING RATES** The tenderer shall include for all costs in executing the whole of the Works, including transport, replacing damaged items, fixing all to comply with the said Conditions of Contract.	
C	**PARTICULAR INSERTIONS TO BE MADE IN APPENDIX TO CONTRACT AGREEMENT** 1. Period of Final measurements - 3 Months from Practical Completion 2. Defects liability Period - 6 Months from Practical Completion 3. Date for Possession - To be agreed with Project Manager 4. Date for Completion (as indicated on the contract appendix) 5. Liquidated and Ascertained Damages - At the rate of Kshs 50,000.00 per calendar week or part thereof 6. Period of issuing Interim Certificates - Monthly 7. Period of Honoring certificates - Thirty (30) Days 8. Percentage of Certificate value retained - 10% 9. Limit of Retention Fund - 10% of Contract Sum 10.Bonds - The Bonds required shall be from approved institutions ONLY	
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	AMENDMENTS TO TENDERING INSTRUCTIONS	
A	a) Clause 3.6 of the Instructions to Tenderers has been amended to read; Tenders shall remain valid for a period of One Hundred and Twenty (120) days from the date of Tender Opening, and not Ninety (90) days. All tenderers are advised to note this amendment when filling the Form of Tender. b) Clause 3.8 of the Instructions to Tenderers will hence be qualified and interpreted to mean; "Bid Bond/Tender Security, which must be from an established and approved institution, shall remain valid for a period of One Hundred and Fifty (150) days from the date of Tender Opening",i.e, it is still Thirty (30) days beyond the Tender Validity Period.	
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A	**PROJECT MANAGER'S** **<u>NOTES ON DISBURSEMENT OF FUNDS</u>** The funds referred to in items hereinafter shall be paid to the P.M.'s account in two equal installments; The first in demand and reimbursable in the subsequent interim payment upon his claim and second one in the second month reimbursable in the following Interim payment upon claim. N/A	
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	Section No. 1 Bill No. 1 **PARTICULAR PRELIMINARIES** **COLLECTION** Total Brought Forward from Page No. PP/1- - PP/2- - PP/3- -PP/4- -PP/5-	Amount Kshs
	CARRIED FORWARD TO GRAND SUMMARY	

ITEM	DESCRIPTION	AMOUNT	
	SECTION NO. 1 **PRELIMINARIES** **BILL NO. 1** **GENERAL PRELIMINARIES**		
A	**PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES** Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification. The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.		
B	**ABBREVIATIONS** Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows:- m3/C.M. Shall mean cubic metre m2/S.M. Shall mean square metre m/L.M. Shall mean linear metre mm/MM Shall mean Millimetre Kg. Shall mean Kilograms No. Shall mean Number Prs. Shall mean Pairs B.S. Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I England. Ditto Shall mean the whole of the preceding description except as qualified in the description in which it occurs. m.s. Shall mean measured separately. a.b.d Shall mean as before described. P.M. Shall mean Project Manager		
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A	The Employer is:	
B	**PROJECT MANAGER** The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the "Project Manager" as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorized to represent him on behalf of the Government. This shall be the: Sub County Works Office, P.O. Box 350 Ruiru.	
C	**ARCHITECT** The term "Architect" shall be deemed to mean "The P.M." as defined above	
D	**QUANTITY SURVEYOR** The term "Quantity Surveyor" shall be deemed to mean "The P.M." as defined above	
E	**ELECTRICAL ENGINEER** The term "Electrical Engineer" shall be deemed to mean "The P.M." as defined above	
F	**MECHANICAL ENGINEER** The term "Mechanical Engineer" shall be deemed to mean "The P.M." as defined above	
G	**STRUCTURAL ENGINEER** The term "Structural Engineer" shall be deemed to mean "The P.M." as defined above	
	CARRIED TO COLLECTION	

A	**FORM OF CONTRACT** The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works (2000 Edition) included herein. The Conditions of Contract are also included herein	
B	**PLANT, TOOLS AND VEHICLES** Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.	
C	**TRANSPORT.** Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.	
	CARRIED TO COLLECTION	

A	**MATERIALS AND WORKMANSHIP.** All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are onsite when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.	
B	**SIGN FOR MATERIALS SUPPLIED.** The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the PROJECT 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	
C	**STORAGE OF MATERIALS** The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.	
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A	**SAMPLES** The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Roads, Housing and Public Works. The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.	
B	**GOVERNMENT ACTS REGARDING WORK PEOPLE ETC.** Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labor 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 labor, labor 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 organization of the works, supply and control of labour, etc., and allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.	
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A	**SECURITY OF WORKS ETC.** The Contractor shall be entirely responsible for the security of all the works stores materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.	
B	**PUBLIC AND PRIVATE ROADS.** 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	
C	**EXISTING PROPERTY.** The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER	
D	**VISIT SITE AND EXAMINE DRAWINGS.** The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which, may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.	
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A	**ACCESS TO SITE AND TEMPORARY ROADS.** Means of access to the Site shall be agreed with the PROJECT MANAGER prior commencement of the work and Contractor must allow for building any necessary temporary access roads (approximately 70 meters long) for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the PROJECT MANAGER The Contractor should also allow for relocating existing fence (approx. 30 metres long).	
B	**AREA TO BE OCCUPIED BY THE CONTRACTOR** The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the PROJECT MANAGER	
C	**OFFICE ETC. FOR THE PROJECT MANAGER** The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the site office of the type approved by the Project Manager, complete with Furniture. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the 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 meters metallic or linen tape.	
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A	**WATER AND ELECTRICITY SUPPLY FOR THE WORKS** The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required 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.	
B	**SANITATION OF THE WORKS** The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labor Department and the PROJECT MANAGER.	
C	**SUPERVISION AND WORKING HOURS** 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.	
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A	**PROVISIONAL SUMS.** The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7(i) of the Standard Method of Measurement mentioned in Condition No. 16 of the Conditions of Contract. Such sums are net and no addition shall be made to them for profit.	
B	**PRIME COST (OR P.C.) SUMS.** The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement mentioned in Condition No. 16 of the Conditions of Contract. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods as stated in Condition No. 20 of the Conditions of Contract are described herein as Nominated Sub-Contractors. Persons or firms so nominated to supply goods or materials are described herein as Nominated Suppliers.	
D	**PROGRESS CHART.** 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.	
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A	**ADJUSTMENT OF P.C. SUMS.** In the final account all P.C. Sums shall be deducted and the amount properly expended upon the PROJECT MANAGER'S order in respect of each of 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.	
B	**ADJUSTMENT OF PROVISIONAL SUMS.** 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 as described for Variations in Conditions No. 13 of the Conditions of Contract, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.	
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A	**NOMINATED SUB-CONTRACTORS** When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No. 8 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-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".	
B	**DIRECT CONTRACTS** Notwithstanding the foregoing conditions, the Government reserves the right to place a Direct Contract for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In any such instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.	
C	**ATTENDANCE UPON OTHER TRADESMEN, ETC.** The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, 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.	
	CARRIED TO COLLECTION	

A	**INSURANCE** The Contractor shall insure as required in Conditions Nos. 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.	
B	**PROVISIONAL WORK** All work described as "Provisional" in these Bills of Quantities is subject to re-measurement in order to ascertain the actual quantity executed for which payment will be made. All Provisional and other work liable to adjustment under this Contract shall 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.	
C	**ALTERATIONS TO BILLS, PRICING, ETC.** 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.	
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A	**BLASTING OPERATIONS** Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's 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.	
B	**MATERIALS ARISING FROM EXCAVATIONS** Materials of any kind obtained from the excavations shall be the property of the Government. Unless the PROJECT MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used in the works, in substitution of materials which the Contractor would otherwise have had to supply with the written permission of the PROJECT MANAGER Should such permission be given, the Contractor shall make due allowance for the value of the materials so used at a price to be agreed.	
C	**PROTECTION OF THE WORKS.** Provide protection of the whole of the works contained in the Bills of Quantities, including casing , casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.	
D	**REMOVAL OF RUBBISH ETC.** Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.	
	CARRIED TO COLLECTION	

A	**WORKS TO BE DELIVERED UP CLEAN** Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole of the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER	
B	**FIRM PRICE CONTRACT** Unless otherwise specifically stated in the Particular Preliminaries this is a firm price contract and the Contractor must allow in his tender rates for any increase in the cost of labour and/or materials during the currency of the contract.	
C	**GENERAL SPECIFICATION.** For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works and Housing General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.	
D	**CONSTRUCTION TRAINING LEVY** The Contractor's attention is drawn to the legal notice which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 1,000,000.00 in value.	
	CARRIED TO COLLECTION	

A	**MATERIALS ON SITE** All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.	
B	**HOARDING** The Contractor shall enclose the site or part of the works under construction with a hoarding 2400 mm high consisting of gauge 30 iron sheets on 100 x 50 mm cypress timber posts firmly secured at 1800 mm centres with two 75 x 50 mm timber rails complete with 2No vehicular gates and 1No. pedestrian gate. The Contractor is in addition required to take all precautions necessary for the safe custody of the works, materials, plant, public and Employer's property on the site.	
C	**CONTRACTOR'S SUPERINTENDENCE/SITE AGENT** The Contractor shall constantly keep on the works a literate English speaking Agent or 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.	
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Section No. 1
Bill No. 1

GENERAL PRELIMINARIES

COLLECTION

Total Brought Forward from Page No.

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-GP/2-
-GP/3-
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