REPUBLIC OF KENYA

EMURUA DIKIRR NATIONAL GOVERNMENT CONSTITUENCY DEVELOPMENT FUND.

PROPOSED CONSTRUCTION TO COMPLETION OF LIBRARY AT EMURUA DIKIRR SECONDARY school AT EMURUA DUKURR CONSTITUENCY

TENDER DOCUMENT

FINANCIER: EMURUA DIKIRR NG-CDF F/Y 2024/2025/2026/2027

TENDER NO: EMD/NG-CDF/EDL/02/2026-2027
NAME: CONSTRUCTION TO COMPLETION OF LIBRARY AT EMURUA DIKIRR SECONDARY SCHOOL AT EMURUA DIKIRR CONSTITUENCY.

2026

INSTRUCTION TO BIDDERS

1. **COST OF ITEMS OF PRELIMINARIES.**

   The Tenderer shall be deemed to have included in his rates for the various items in the measured bills of quantities for all costs involved in complying with the requirements of preliminaries for the proper execution of the works in the contract.

2. **ELEGIBLE BIDDERS**

   The bidder must meet the following requirements.

ITEM	MANDATORY REQUIREMENT (MR) – MAIN CONTRACTOR
MR1	Certificate of Incorporation / Registration from the Registrar of Companies / Businesses;
MR2	A copy of company's list of directors, beneficial owners, name if proprietor or names of partners (copy of CR 12) for the bidder not more than six (6) months old
MR3	Current Category of Registration with National Construction Authority (NCA) in the Building Works; NCA 8 and above
MR4	Contractor's Annual Practicing License from NCA for the current year
MR5	Valid Tax Compliance Certificates;
MR6	Dully filled Form of Disclosure of interest
MR 7	Confidential business questionnaire
MR8	Dully Filled Self Declaration Form
MR9	Proof of Similar Works Previously done in the last five (5) years
MR10	Proof of Financial capacity Audited accounts for last three (3) years
MR11	Form of Quotation Fully Filled & Signed
MR12	Business physical location proof/ Business permit
MR13	Serialization of bid document

3. **SITE VISIT**

   The bidder is advised to visit and examine the site of work and obtain for himself all information necessary for construction works. The cost of visiting the site shall be at the bidder's own expense.

4. **BID VALIDITY**.

   The bid rates shall remain valid for a period of 180days after the date of opening.

5. **FIRM PRICE CONTRACT.**

   This is a firm price contract and the contractor must allow in his tender for any increase in the cost of labour and materials within the contract period.

6. **CLIENT'S RIGHT**.

   The client reserves the right to accept or reject any bid and to annual the bidding process and reject all bids any time prior to award of the contract without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidders of the grounds for the client's action.

QUOTATION AND QUALIFICATION DOCUMENTS

Instructions to Tenderer. Tenderer 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-NOT APPLICABLE)*

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 **.....(*Insert Date*)**, referenced above, we offer to

   ..____(*specify one of supply goods, complete the works or provide the services)* 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) _**OR** in Foreign Currency (*if allowed-NOT ALLOWED*), Currency_amount_(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……...(*goods to be supplied/works to be constructed/services to be provided (select one*) conform to the **SCHEDULE OF REQUIREMENTS TABLE** below and in conformity with technical specifications listed in PART 2: 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 Ng cdf office Emurua Dikirr 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:_days from the time and date of the submission deadline (*number to be same as in the instructions to Tenderers)*.
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: _____

0

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).

Item	Description of Goods/works/services *(Procuring Entity to select one)*	Quantity	Unit price	Total Price in Ksh
1.	**SEE ATTACHED BILL OF QUANTITIES**			
2.				
3.				
4.				
5.				
TOTAL PRICE IN KSH.				

Signature: _____

And seal/Stamp

Name:

Position:

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

_____ _____

Date _____

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

ii) TENDERER'S ELIGIBILITY- CONFIDENTIALBUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

(a) **Tenderer's details**

General and Specific Details

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

Name in full Age Disclosure YES OR NO Nationality
Country of Origin Citizenship _____

_____

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

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

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

i) Private or public Company_

ii) State the nominal and issued capital of the Company_Nominal

Kenya Shillings (Equivalent) ..... Issued Kenya Shillings

(Equivalent).....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

iii) 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.

	[redacted]	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			

Conflict of interest disclosure

			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.		

7 5

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 specifiedin 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 such Contract.		
9	Has the conflict stemming from such relationship stated in item 7 and 8 above been resolved in a manner acceptable to the Procuring Entity throughout the quotation process and execution of the Contract.		

ii) Certification

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

Full Name_____

Title or Designation_____

_____)_____

_____

(Signature) *(Date)*

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_____

[Name, title and signature of authorized agent of Tenderer and 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 duly authorized 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]*

Vi) Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____

Date: _____

Non-Performed Contracts in accordance with contractor's requirements for Company's

☐ Contract non-performance did not occur since 1st January *2017* specified in contractor's requirements for Company's

☐ Contract(s) not performed since 1st January *[insert year]* specified in contractor's requirements for Company's

Year	**Non-performed**	**Contract Identification**	**Total Contract value, currency, contract exchange rate and Kenya Shilling equivalent)**
[insert year]	*[insert amount and percentage]*	*[insert amount number, and any other identification]* Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Reason(s) for nonperformance: *[indicate main reason(s)]*	*[indicate complete contract name/ [insert amount]* Contract Identification:

Pending Litigation, in accordance with Company's contractor's requirements

☐ No pending litigation in accordance with contractor's requirements for Company's,

☐ Pending litigation in accordance with contractor's requirements for Company's as indicated below.

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

Litigation History in accordance with contractor's requirements for Company's

☐ No Litigation History in accordance with contractor's requirements for Company's

☐ Litigation History in accordance with contractor's requirements for Company's as indicated below.

Year of award	**Outcome as percentage of Net Worth**	**Contract Identification**	**Total Contract Amount (currency), Kenya Shilling Equivalent (exchange rate)**

[insert year]	*[insert percentage]*	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Procuring Entity: *[insert full name]* Address of Procuring Entity: *[insert street/city/country]* Matter in dispute: *[indicate main issues in dispute]* Party who initiated the dispute: *[indicate "Procuring Entity" or "Contractor"]* Reason(s) for Litigation and award decision *[indicate main reason(s)]*	*[insert amount]*

TECHNICAL SPECIFICATIONS FORWORKS/SERICES

a) miner 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.

c) **DRAWINGS**

(Procuring Entity to attach Drawings (if any)

TECHNICAL EVALUATION FOR CRITERIA FOR COMPANIES

The award of points for evidence provided or the standard forms considered in this section shall be as shown below;

Detailed Scoring Plan

Item	Description	Point Scored	Max. Point	
i	**Bidding Quotation Forms** • Completely filled ---------- 5 • Not fully filled ---------- 0		**5**	
ii	**Key Personnel (Attach evidence)**			
	Director of the firm • Holder of degree in relevant Engineering field ---------- 4 • Holder of diploma in relevant Engineering field ---------- 3 • Holder of certificate in relevant Engineering field ---------- 3 • Holder of Grade I - III test certificate in relevant Engineering field ----- 2 • No relevant certificate ---------- 1		**4**	**20**
	At least 1No. degree/diploma holder of key personnel in relevant field • With over 5 years relevant experience ---------- 4 • With over 3 years relevant experience ---------- 3 • With under 1 year"s relevant experience ---------- 2		**4**	
	At least 1No. Grade III certificate holder of key personnel in relevant field • With over 5 years relevant experience ---------- 6 • With over 3 years relevant experience ---------- 4 • With under 1 year"s relevant experience---------- 2		**6**	
	At least 2No artisan (trade test certificate in relevant field) • Artisan with over 5 years relevant experience ---------- 6 • Artisan with under 3 years relevant experience ---------- 4 • Non skilled worker with over 5 years relevant experience ----- 2		**6**	
iii	**Contract completed in the last five (5) years (Max of 3No. Projects)- <u>Provide Evidence</u>** • Project of similar nature, complexity or magnitude --------- 20 • Project of similar nature but of lower value than the one in consideration - 10 • No completed project of similar nature ---------- 0		**20**	
iv	**On-going projects – <u>Provide Evidence</u>** • 3No Project of similar nature, complexity and magnitude -- 8 • 2No and below Projects of similar, nature complexity and magnitude ---------- 5 • 1No on-going Project of similar nature, complexity and magnitude ---------- 3		**8**	
v	**Schedule of contractor's equipment and transport (proof or evidence of ownership/Lease)**		10	**20**
	a) Relevant Transport • Means of transport (Vehicle) ---------- 10 • No means of transport ---------- 0			
	b) Relevant Equipment • Has relevant equipment for work being tendered ---------10 • No relevant equipment for work being tendered --------- 0		10	
vi	**Financial report**		**10**	
	a) Audited financial report (last three (3) years, 2025, 2024 &2023) • Average Annual Turn-over equal to or greater than the cost of the project ---------- 10 • Average Annual Turn-over above 50% but below 100% of the cost of the project -------- 6 Average Annual Turn-over below 50% of the cost of the project – 3			
	b) Evidence of Financial Resources (cash in hand, lines of credit, over draft facility etc.) • Has financial resources to finance the projected **monthly cash flow*** for three months ---------- 15 • Has financial resources equal to the projected **monthly cash flow*** 10 • Has financial resources less the projected **monthly cash flow*** 5 • Has not indicated sources of financial resources ---------- 0		**15**	

vii	**Litigation History** • Duly Filled ---------- 2 • Not filled ---------- 0		**2**
	TOTAL		**100**

AGREEMENT FORM

(1) THIS CONTRACTAGREEMENT 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 SUPPLIER

_____

[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 name of the project)*** 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 THISAGREEMENT WITNESSED AS FOLLOWS:

1. This Contract Agreement includes the following documents:

   a) Table A. SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS.

   b) Table B. QUOTATION SUBMISSION TABLE.

   c) FORM OFQUOTATION.

   d) Conditions of Contract.

2. In consideration of the payments to be made by the Procuring Entity to the ***Supplier*** 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** in consideration of the provision of the **Goods** 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- EMURUA DIKIRR **NG-CDF**

Signed ..... *[insert signature]*

in the capacity of ..... *[Insert Title -]*
NAME

in the presence of ..... *[witness]*

For and on behalf of the Supplier Signed ..... *[insert signature of authorized representative(s) of the Supplier]* in the capacity of ..... *[DIRECTOR]*

NAME

in the presence of ..... *[insert identification of official witness]*

GENERAL CONDITIONS OF CONTRACT

These General Conditions of Contract (GCC), read in conjunction with the Special Conditions of Contract (SCC) and other documents listed therein, should be a complete document expressing fairly the rights and obligations of both parties.

These General Conditions of Contract have been developed on the basis of considerable international experience in the drafting and management of contracts, bearing in mind a trend in the construction industry towards simpler, more straightforward language.

The GCC can be used for both smaller admeasurement contracts and lump sum contracts.

General Conditions of Contract A. General 1. Definitions

1.1 Bold face type is used to identify defined terms.

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

b) **The Activity Schedule** is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump sum contract. It includes a lump sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.

c) **The Adjudicator** is the person appointed jointly by the Procuring Entity and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.

d) **Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

e) **Compensation Events** are those defined in GCC Clause 42 hereunder.

f) **The Completion Date** is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 53.1.

g) **The Contract** is the Contract between the Procuring Entity and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.

h) **The Contractor** is the party whose Bid to carry out the Works has been accepted by the Procuring Entity.

i) **The Contractor's Bid** is the completed bidding document submitted by the Contractor to the Procuring Entity.

j) **The Contract Price** is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.

k) **Days** are calendar days; months are calendar months.

l) **Day work**s are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.

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

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

o) **The Defects Liability Period** is the period **named in the SCC** pursuant to Sub-Clause 34.1 and calculated from the Completion Date.

p) **Drawings** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Procuring Entity in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

q) **The Procuring Entity** is the party who employs the Contractor to carry out the Works, **as specified in the SCC,** who is also the Procuring Entity.

r) **Equipmen**t is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

s) **"In writing" or "written"** means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

t) The Initial Contract Price is the Contract Price listed in the Procuring Entity's Letter of Acceptance.

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

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

w) **Plant i**s any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

x) **The Project Manager** is the person **named in the SCC** (or any other competent person appointed by the Procuring Entity 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.

y) **SCC** means Special Conditions of Contract.

z) **The Site** is the area of the works as **defined as such in the SCC**.

aa) **Site Investigation Reports** are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.

bb) **Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

cc) **The Start Date** is **given in the SCC**. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.

dd) **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.

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

ff) **A Variation** is an instruction given by the Project Manager which varies the Works.

gg) **The Works** are what the Contract requires the Contractor to construct, install, and turn over to the Procuring Entity, **as defined in the SCC**.

2. Interpretation

2.1 In interpreting these GCC, words indicating one gender include all genders. Words indicating the singular also include the plural and words indicating the plural also include the singular. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Project Manager shall provide instructions clarifying queries about these GCC.

2.2 If sectional completion is specified in the SCC, references in the GCC to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion Date for the whole of the Works).

2.3 The documents forming the Contract shall be interpreted in the following order of priority:

a) Agreement,

b) Letter of Acceptance,

c) Contractor's Bid,

d) Special Conditions of Contract,

e) General Conditions of Contract, including Appendices,

f) Specifications,

g) Drawings,

h) Bill of Quantities[6], and

i) any other document **listed in the SCC** as forming part of the Contract.

[6] *In lump sum contracts, delete "Bill of Quantities" and replace with "Activity Schedule."*

3. Language and Law

3.1 The language of the Contract is English Language and the law governing the Contract are the Laws of Kenya.

3.2 Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in the Procuring Entity's Country when

a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country; or

b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, Kenya prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

4. Project Manager's Decisions

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

5. Delegation

5.1 Otherwise **specified in the SCC,** the Project Manager may delegate any of his duties and responsibilities to other people, except to the Adjudicator, after notifying the Contractor, and may revoke any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties that are referred to in the Conditions 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 Procuring Entity 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, and the Procuring Entity between the dates given in the Schedule of Other Contractors, as **referred to in the SCC.** The Contractor shall also provide facilities and services for them as described in the Schedule. The Procuring Entity may modify the Schedule of Other Contractors, and shall notify the Contractor of any such modification.

9. Personnel and Equipment

9.1 The Contractor shall employ the key personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of key personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid.

9.2 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.

9.3 If the Procuring Entity, Project Manager or Contractor determines, that any employee of the Contractor be determined to have engaged in Fraud and Corruption during the execution of the Works, then that employee shall be removed in accordance with Clause 9.2 above.

10. Procuring Entity's and Contractor's Risks

10.1 The Procuring Entity carries the risks which this Contract states are Procuring Entity's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Procuring Entity's Risks

11.1 From the Start Date until the Defects Liability Certificate has been issued, the following are Procuring Entity's risks:

a) The risk of personal injury, death, or loss of or damage to property (excluding the Works, Plant, Materials, and Equipment), which are due to

i) use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works or

ii) negligence, breach of statutory duty, or interference with any legal right by the Procuring Entity or by any person employed by or contracted to him except the Contractor.

b) The risk of damage to the Works, Plant, Materials, and Equipment to the extent that it is due to a fault of the Procuring Entity or in the Procuring Entity's design, or due to war or radioactive contamination directly affecting the country where the Works are to be executed.

11.2 From the Completion Date until the Defects Liability Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is a Procuring Entity's risk except loss or damage due to

aa) a Defect which existed on the Completion Date, bb) an event occurring before the Completion Date, which was not itself a Procuring Entity's risk, or cc) the activities of the Contractor on the Site after the Completion Date.

12. Contractor's Risks 12.1 From the Starting Date until the Defects Liability Certificate has been issued, the risks of personal injury, death, and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Procuring Entity's risks are Contractor's risks.

13. Insurance

13.1 The Contractor shall provide, in the joint names of the Procuring Entity and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles **stated in the SCC** for the following events which are due to the Contractor's risks:

a) loss of or damage to the Works, Plant, and Materials;

b) loss of or damage to Equipment;

c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract; and

d) personal injury or death.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

13.3 If the Contractor does not provide any of the policies and certificates required, the Procuring Entity may effect the insurance which the Contractor should have provided and recover the premiums the Procuring Entity has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Project Manager.

13.5 Both parties shall comply with any conditions of the insurance policies.

14. Site Data

14.1 The Contractor shall be deemed to have examined any Site Data **referred to in the SCC**, supplemented by any information available to the Contractor.

15. Contractor to Construct the Works

15.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings.

16. The Works to Be Completed by the Intended Completion Date 16.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works 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.

17. Approval by the Project Manager 17.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Project Manager, for his approval.

17.2 The Contractor shall be responsible for design of Temporary Works.

17.3 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

17.4 The Contractor shall obtain approval of third parties to the design of the Temporary Works, where required.

17.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Project Manager before this use.

18. Safety

18.1 The Contractor shall be responsible for the safety of all activities on the Site.

19. Discoveries 19.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Procuring Entity. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

20. Possession of the Site

20.1 The Procuring Entity 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 SCC,** the Procuring Entity shall be deemed to have delayed the start of the relevant activities, and this shall be a Compensation Event.

21. Access to the Site 21.1 The Contractor shall allow the Project Manager and any 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.

22. Instructions, Inspections and Audits 22.1 The Contractor shall carry out all instructions of the Project Manager which comply with the applicable laws where the Site is located.

22.2 The Contractor shall keep, and shall make all reasonable efforts to cause its Subcontractors and sub-consultants to keep, accurate and systematic accounts and records in respect of the Works in such form and details as will clearly identify relevant time changes and costs.

22.3 The Contractor shall permit and shall cause its subcontractors and sub-consultants to permit, the Procuring Entity and/or persons appointed by the Public Procurement Regulatory Authority to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by the Public Procurement Regulatory Authority. The Contractor's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 25.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Public Procurement Regulatory Authority's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Public Procurement Regulatory Authority's prevailing sanctions procedures).

23. Appointment of the Adjudicator

23.1 The Adjudicator shall be appointed jointly by the Procuring Entity and the Contractor, at the time of the Procuring Entity's issuance of the Letter of Acceptance. If, in the Letter of Acceptance, the Procuring Entity does not agree on the appointment of the Adjudicator, the Procuring Entity will request the Appointing Authority designated in the SCC, to appoint the Adjudicator within 14 days of receipt of such request.

23.2 Should the Adjudicator resign or die, or should the Procuring Entity and the Contractor agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator shall be jointly appointed by the Procuring Entity and the Contractor. In case of disagreement between the Procuring Entity and the Contractor, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

24. Settlement of Claims and Disputes

24.1 Contractor's Claims

24.1.1 If the Contractor considers itself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give Notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 30 days after the Contractor became aware, or should have become aware, of the event or circumstance.

24.1.2 If the Contractor fails to give notice of a claim within such period of 30 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub- Clause shall apply.

24.1.3 The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

24.1.4 The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Project Manager. Without admitting the Procuring Entity's liability, the Project Manager may, after receiving any notice under this Sub-Clause, monitor the record- keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Project Manager to inspect all these records, and shall (if instructed) submit copies to the Project Manager.

24.1.5 Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Project Manager, the Contractor shall send to the Project Manager a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

a) this fully detailed claim shall be considered as interim;

b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Project Manager may reasonably require; and

c) the Contractor shall send a final claim within 30 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

24.1.6 Within 42 days after receiving a Notice of a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Project Manager and approved by the Contractor, the Project Manager shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

24.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause

[Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

24.1.8 Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

24.1.9 If the Project Manager does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 24.4 [Arbitration].

24.1.10 The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another SubClause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause 24.3.

24.2 Amicable Settlement

24.1.1 Where a notice of a claim has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a notice of a claim in accordance with Sub-Clause 24.1 above should move to commence arbitration after the fifty-sixth day from the day on which a notice of a claim was given, even if no attempt at an amicable settlement has been made.

24.3 Matters that may be referred to arbitration

24.3.1 Notwithstanding anything stated herein the following matters may be referred to arbitration before the practical completion of the Works or abandonment of the Works or termination of the Contract by either party:

a) The appointment of a replacement Project Manager upon the said person ceasing to act.

b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions.

c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.

e) Any dispute arising in respect of war risks or war damage.

f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Works or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

24.4 Arbitration

24.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 24.3 shall be finally settled by arbitration.

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

24.4.3 Notwithstanding the issue of a notice as stated above, the arbitration of such a claim or dispute shall not commence unless an attempt has in the first instance been made by the parties to settle such claim or dispute amicably with or without the assistance of third parties. Proof of such attempt shall be required.

24.4.4 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.

24.4.5 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.

24.4.6 The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Project Manager, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Project Manager from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

24.4.7 Neither Party shall be limited in the proceedings before the arbitrators to the evidence, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction.

24.4.8 Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, and the Project Manager shall not be altered by reason of any arbitration being conducted during the progress of the Works.

24.4.9 The terms of the remuneration of each or all the members of Arbitration shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

24.5 Arbitration with National Contractors

24.5.1 If the Contract is with national contractors, arbitration proceedings will be conducted in accordance with the Arbitration Laws of Kenya. In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

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

24.5.2 The institution written to first by the aggrieved party shall take precedence over all other institutions.

24.6 Alternative Arbitration Proceedings

Alternatively, the Parties may refer the matter to the Nairobi Centre for International Arbitration (NCIA) which offers a neutral venue for the conduct of national and international arbitration with commitment to providing institutional support to the arbitral process.

24.7 Failure to Comply with Arbitrator's Decision

24.7.1 The award of such Arbitrator shall be final and binding upon the parties.

24.7.2 In the event that a Party fails to comply with a final and binding Arbitrator's decision, then the other Party may, without prejudice to any other rights it may have, refer the matter to a competent court of law.

24.8 Contract operations to continue

24.8.1 Notwithstanding any reference to arbitration herein,

a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

b) the Procuring Entity shall pay the Contractor any monies due the Contractor.

25. Fraud and Corruption

25.1 The Government requires compliance with the country's Anti-Corruption laws and its prevailing sanctions policies and procedures as set forth in the Constitution of Kenya and its Statutes.

25.2 The Procuring Entity requires the Contractor to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

B. Time Control 26. Program

26.1 Within the time stated in the SCC, after the date of the Letter of Acceptance, the Contractor shall submit to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works. In the case of a lump sum contract, the activities in the Program shall be consistent with those in the Activity Schedule.

26.2 An update of the Program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining work, including any changes to the sequence of the activities.

26.3 The Contractor shall submit to the Project Manager for approval an updated Program at intervals no longer than the period stated in the SCC. If the Contractor does not submit an updated Program within this period, the Project Manager may withhold the amount stated in the SCC from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Program has been submitted. In the case of a lump sum contract, the Contractor shall provide an updated Activity Schedule within 14 days of being instructed to by the Project Manager.

26.4 The Project Manager's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Project Manager again at any time. A revised Program shall show the effect of Variations and Compensation Events.

27. Extension of the Intended Completion Date

27.1 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.

27.2 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 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 by this failure shall not be considered in assessing the new Intended Completion Date.

28.Acceleration 28.1 When the Procuring Entity wants the Contractor to finish before the Intended Completion Date, the Project Manager shall obtain priced proposals for achieving the necessary acceleration from the Contractor. If the Procuring Entity accepts these proposals, the Intended Completion Date shall be adjusted accordingly and confirmed by both the Procuring Entity and the Contractor.

28.2 If the Contractor's priced proposals for an acceleration are accepted by the Procuring Entity, they are incorporated in the Contract Price and treated as a Variation.

29.Delays Ordered by the Project Manager 29.1 The Project Manager may instruct the Contractor to delay the start or progress of any activity within the Works.

30. Management Meetings

30.1 Either the Project Manager or the Contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

30.2 The Project Manager shall record the business of management meetings and provide copies of the record to those attending the meeting and to the Procuring Entity. 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.

31.Early Warning 31.1 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.

31.2 The Contractor shall cooperate with the Project Manager in making and considering proposals for 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 instruction of the Project Manager.

C. Quality Control

32. Identifying Defects 32.1 The Project Manager shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking 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.

33. Tests

33.1 If the Project Manager instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect, the test shall be a Compensation Event.

34.Correction of Defects 34.1 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 SCC. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

34.2 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.

35. Uncorrected Defects

35.1 If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

D. Cost Control [36.] Contract Price[7]

36.1 The Bill of Quantities shall contain priced items for the Works to be performed by the Contractor. The Bill of Quantities is used to calculate the Contract Price. The Contractor will be paid for the quantity of the work accomplished at the rate in the Bill of Quantities for each item.

37.Changes in the Contract Price[8] 37.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than 25 percent, provided the change exceeds 1 percent of the Initial Contract Price, the Project Manager shall adjust the rate to allow for the change. The Project Manager shall not adjust rates from changes in quantities if thereby the Initial Contract Price is exceeded by more than 15 percent, except with the prior approval of the Procuring Entity.

37.2 If requested by the Project Manager, the Contractor shall provide the Project Manager with a detailed cost breakdown of any rate in the Bill of Quantities.

38. Variations

38.1 All Variations shall be included in updated Programs9 produced by the Contractor.

38.2 The Contractor shall provide the Project Manager with a quotation for carrying out the Variation when requested to do so by the Project Manager. The Project Manager shall assess the quotation, which shall be given within seven (7) days of the request or within any longer period stated by the Project Manager and before the Variation is ordered.

38.3 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.

38.4 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.

[7] *In lump sum contracts, replace GCC Sub-Clauses 36.1 as follows:*
36.1 The Contractor shall provide updated Activity Schedules within 14 days of being instructed to by the Project Manager. The Activity Schedule shall contain the priced activities for the Works to be performed by the Contractor. The Activity Schedule is used to monitor and control the performance of activities on which basis the Contractor will be paid. If payment for materials on site shall be made separately, the Contractor shall show delivery of Materials to the Site separately on the Activity Schedule.

[8] *In lump sum contracts, replace entire GCC Clause 37 with new GCC Sub-Clause 37.1, as follows:*
The Activity Schedule shall be amended by the Contractor to accommodate changes of Program or method of working made at the Contractor's own discretion. Prices in the Activity Schedule shall not bealtered when the Contractor makes such changes to the Activity Schedule.

[9] *In lump sum contracts, add "and Activity Schedules" after "Programs."* [10] *In lump sum contracts, delete this paragraph.*

38.5 The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning

38.6 If the work in the Variation corresponds to an item description in the Bill of Quantities and if, in the opinion of the Project Manager, the quantity of work above the limit stated in Sub-Clause 39.1 or the timing of its execution do not cause the cost per unit of quantity to change, the rate in the Bill 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 Bill of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of work

Value Engineering: The Contractor may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

a) the proposed change(s), and a description of the difference to the existing contract requirements;

b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Procuring Entity may incur in implementing the value engineering proposal; and

c) a description of any effect(s) of the change on performance/functionality.

38.7 The Procuring Entity may accept the value engineering proposal if the proposal demonstrates benefits that:

a) accelerate the contract completion period; or

b) reduce the Contract Price or the life cycle costs to the Procuring Entity; or

c) improve the quality, efficiency, safety or sustainability of the Facilities; or

d) yield any other benefits to the Procuring Entity, without compromising the functionality of the Works.

38.8 If the value engineering proposal is approved by the Procuring Entity and results in:

a) a reduction of the Contract Price; the amount to be paid to the Contractor shall be the **percentage specified in the SCC** of the reduction in the Contract Price; or

b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in

(a) to (d) above, the amount to be paid to the Contractor shall be the full increase in the Contract Price.

39. Cash Flow Forecasts

39.1 When the Program[11], is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast. The cash flow forecast shall include different currencies, as defined in the Contract, converted as necessary using the Contract exchange rates.

40. Payment Certificates

40.1 The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously.

40.2 The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

40.3 The value of work executed shall be determined by the Project Manager.

40.4 The value of work executed shall comprise the value of the quantities of work in the Bill of Quantities that have been completed12.

40.5 The value of work executed shall include the valuation of Variations and Compensation Events.

40.6 The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

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

41. Payments

41.1 Payments shall be adjusted for deductions for advance payments and retention. The Procuring Entity shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of each certificate. If the Procuring Entity makes a late payment, the Contractor shall be paid interest on the late payment in the next payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the prevailing rate of interest for commercial borrowing for each of the currencies in which payments are made.

41.2 If an amount certified is increased in a later certificate or as a result of an award by the Adjudicator or 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.

41.3 Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.

41.4 Items of the Works for which no rate or price has been entered in shall not be paid for by the Procuring Entity and shall be deemed covered by other rates and prices in the Contract.

42. Compensation Events

42.1 The following shall be Compensation Events:

d) The Procuring Entity does not give access to a part of the Site by the Site Possession Date pursuant to GCC Sub-Clause 20.1.

e) The Procuring Entity modifies the Schedule of Other Contractors in a way that affects the work of the Contractor under the Contract.

f) The Project Manager orders a delay or does not issue Drawings, Specifications, or instructions required for execution of the Works on time.

g) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon work, which is then found to have no Defects.

h) The Project Manager unreasonably does not approve a subcontract to be let.

i) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to bidders (including the Site Investigation Reports), from information available publicly and from a visual inspection of the Site.

j) The Project Manager gives an instruction for dealing with an unforeseen condition, caused by the Procuring Entity, or additional work required for safety or other reasons.

k) Other contractors, public authorities, utilities, or the Procuring Entity does not work within the dates and other constraints stated in the Contract, and they cause delay or extra cost to the Contractor.

l) The advance payment is delayed.

m) The effects on the Contractor of any of the Procuring Entity's Risks.

n) The Project Manager unreasonably delays issuing a Certificate of Completion.

42.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date shall be extended. The Project Manager shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

42.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast cost has been provided by the Contractor, it shall be assessed by the Project Manager, and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Project Manager shall adjust the Contract Price based on the Project Manager's own forecast. The Project Manager shall assume that the Contractor shall react competently and promptly to the event.

[11] *In lump sum contracts, add "or Activity Schedule" after "Program."*

[12] *In lump sum contracts, replace this paragraph with the following: "The value of work executed shall comprise the value of completed activities in the Activity Schedule."*

42.4 The Contractor shall not be entitled to compensation to the extent that the Procuring Entity's interests are adversely affected by the Contractor's not having given early warning or not having cooperated with the Project Manager.

43. Tax

43.1 The Project Manager shall adjust the Contract Price if taxes, duties, and other levies are changed between the date 30 days before the submission of bids for the Contract and the date of the last Completion certificate. The adjustment shall be the change in the amount of tax payable by the Contractor, provided such changes are not already reflected in the Contract Price or are a result of GCC Clause 44.

44. Currency y of Payment

44.1 All payments under the contract shall be made in Kenya Shillings

45. Price Adjustment

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

P = A + B Im/Io

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

A and B are coefficients[13] **specified in the SCC,** representing the non-adjustable and adjustable portions, respectively, of the Contract Price payable and Im is the index prevailing at the end of the month being invoiced and IOC is the index prevailing 30 days before Bid opening for inputs payable.

45.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs. **46. Retention**

46.1 The Procuring Entity shall retain from each payment due to the Contractor the proportion stated in the **SCC** until Completion of the whole of the Works.

46.2 Upon the issue of a Certificate of Completion of the Works by the Project Manager, in accordance with GCC 53.1, half the total amount retained shall be repaid to the Contractor and half when the Defects Liability Period has passed and the Project Manager has certified that all Defects notified by the Project Manager to the Contractor before the end of this period have been corrected. The Contractor may substitute retention money with an "on demand" Bank guarantee.

47.Liquidated Damages 47.1 The Contractor shall pay liquidated damages to the Procuring Entity at the rate per day stated in the **SCC** for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The Procuring Entity may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not affect the Contractor's liabilities.

47.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in GCC Sub-Clause 41.1.

Bonus

47.3 The Contractor shall be paid a Bonus calculated at the rate per calendar day **stated in the SCC** for each day (less any days for which the Contractor is paid for acceleration) that the Completion is earlier than the Intended Completion Date. The Project Manager shall certify that the Works are complete, although they may not be due to be complete.

48. Advance Payment

48.1 The Procuring Entity shall make advance payment to the Contractor of the amounts stated in the **SCC** by the date stated in the **SCC**, against provision by the Contractor of an Unconditional Bank Guarantee in a form and by a bank acceptable to the Procuring Entity in amounts and currencies equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively reduced by the amounts repaid by the Contractor. Interest shall not be charged on the advance payment.

48.2 The Contractor is to use the advance payment only to pay for Equipment, Plant, Materials, and mobilization expenses required specifically for execution of the Contract. The Contractor shall demonstrate that advance payment has been used in this way by supplying copies of invoices or other documents to the Project Manager.

48.3 The advance payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on a payment basis. No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events, Bonuses, or Liquidated Damages.

49.Securities 49.1 The Performance Security shall be provided to the Procuring Entity no later than the date specified in the Letter of Acceptance and shall be issued in an amount **specified in the SCC,** by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The Performance Security shall be valid until a date 28 day from the date of issue of the Certificate of Completion in the case of a Bank Guarantee, and until one year from the date of issue of the Completion Certificate in the case of a Performance Bond.

50.Dayworks 50.1 If applicable, the Dayworks rates in the Contractor's Bid shall be used only when the Project Manager has given written instructions in advance for additional work to be paid for in that

way.

50.2 All work to be paid for as Dayworks shall be recorded by the Contractor on forms approved by the Project Manager. Each completed form shall be verified and signed by the Project Manager within two days of the work being done.

50.3 The Contractor shall be paid for Dayworks subject to obtaining signed Dayworks forms.

51. Cost of Repairs

51.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

52.Completion 52.1 The Contractor shall request the Project Manager to issue a Certificate of Completion of the Works, and the Project Manager shall do so upon deciding that the whole of the Works is completed.

53.Taking Over 53.1 The Procuring Entity shall take over the Site and the Works within seven days of the Project Manager's issuing a certificate of Completion.

Final Account

53.2 The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable 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 56 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 56 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.

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

54.Operating and Maintenance Manuals 54.1 If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the SCC.

54.2 If the Contractor does not supply the Drawings and/or manuals by the dates stated in the SCC pursuant to GCC Sub-Clause 56.1, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount **stated in the SCC** from payments due to the Contractor.

55.Termination 55.1 The Procuring Entity or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract.

55.2 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) the Procuring Entity or the Contractor is made 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 Procuring Entity to the Contractor within 84 days of the date of the Project Manager's certificate;

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;

g) the Contractor has delayed the completion of the Works by the number of days for which the maximum amount of liquidated damages can be paid, as **defined in the SCC**; or

h) if the Contractor, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2 a of the Appendix A to the GCC, in competing for or in executing the Contract, then the Procuring Entity may, after giving fourteen (14) days written notice to the Contractor, terminate the Contract and expel him from the Site.

55.3 Notwithstanding the above, the Procuring Entity may terminate the Contract for convenience.

55.4 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.

55.5 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 GCC Sub-Clause 56.2 above, the Project Manager shall decide whether the breach is fundamental or not.

56.Payment upon Termination 56.1 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 less advance payments received up to the date of the issue of the certificate and less the percentage to apply to the value of the work not completed, as specified in the SCC. Additional Liquidated Damages shall not apply. If the total amount due to the Procuring Entity exceeds any payment due to the Contractor, the difference shall be a debt payable to the Procuring Entity.

56.2 If the Contract is terminated for the Procuring Entity's convenience or because of a fundamental breach of Contract by the Procuring Entity, 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, and less advance payments received up to the date of the certificate.

57. Property

57.1 All Materials on the Site, Plant, Equipment, Temporary Works, and Works shall be deemed to be the property of the Procuring Entity if the Contract is terminated because of the Contractor's default.

58. Release from Performance

58.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Procuring Entity or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which a commitment was made.

SPECIAL CONDITIONS OF CONTRACT

A. General	
GCC 1.1 (r)	The Procuring Entity is: **EMURUA DIKIRR NG CDF, P.O Box 361-40700 EMURUA DIKIRR,**
GCC 1.1	The Intended Completion date for the whole of the works shall be; **4 Months form the date of contract signing**
GCC 1.1 (s)	The Project Manager is: Regional Works Officer. State Department of Public Works, P.O Box 660 – 20100, Nakuru Telephone: Facsimile: Email:
GCC 1.1 (aa)	**The site is located at Olomismis chief office**

GCC 1.1 (dd)	The Start date shall be **agreed with the Project Manager but not later than 7 days after signing of the contract/handing over of site- whichever comes first.**
GCC 1.1 (hh)	The Works consist of: **Proposed Construction of office**

	Sectional Completions are **Not Applicable**
	The Project Manager may delegate any of his duties and responsibilities
	Schedule of Contractors: **Not Applicable**
GCC 9.1	**Key Personnel** GCC 9.1 is replaced with the following: 9.1 Key Personnel are the Contractor's personnel named in this GCC 9.1 Special Conditions of Contract. The Contractor shall employ the Key Personnel and use the equipment identified in its Bid, to carry out the Works or other personnel and equipment approved by the Project Manager. The Project Manager shall approve any proposed replacement of Key Personnel and equipment only if their relevant qualifications or characteristics are substantially equal to or better than those proposed in the Bid. [insert the name/s of each Key Personnel agreed by the Procuring Entity prior to Contract signature.]
GCC 13.1	The minimum insurance amounts and deductibles shall be: **Contractor's all risk Policy** (a) for loss or damage to the Works, Plant and Materials: (b) For loss or damage to Equipment: (c) for loss or damage to property (except the Works, Plant, Materials, and Equipment) in connection with Contract: **Contractor's all risk Policy** (d) for personal injury or death: (i) of the Contractor's employees: **Contractor's all risk Policy** of other people: **Contractor's all risk Policy**
GCC 14.1	Site Data are: **Not Applicable**
GCC 16	Completion Time: **16 weeks**
GCC 20.1	The Site Possession Date(s) shall be: **To be agreed with Project Manager**

GCC 23.1 & GCC 23.2	Appointing Authority for the Adjudicator*:* **Chartered Institute of Arbitrators (CIArb) Kenyan Chapter, AAK, or IQSK**
GCC 24.3	Hourly rate and types of reimbursable expenses to be paid to the Adjudicator: **As per the standard fees of the proposed bodies above of the Appointing Authority.**

I B. Time Control

GCC 26.1	The Contractor shall submit for approval a Program for the Works within **Fourteen (14)** days from the date of the Letter of Acceptance.
GCC 26.3	The period between Program updates is **Thirty (30)** days. The amount to be withheld for late submission of an updated Program is **Not Applicable.**

I C. Quality Control

GCC 34.1	The Defects Liability Period is: **180 days**.

I D. Cost Control

GCC 38.7	If the value engineering proposal is approved by the Procuring Entity the amount to be paid to the Contractor shall be; **Not Applicable**
GCC 44.1	The currency of the Procuring Entity's Country is: **Kenya Shillings**
GCC 45.1	The Contract **is not** subject to price adjustment in accordance with GCC Clause 45, and the following information regarding coefficients **does not** apply. The coefficients for adjustment of prices are: (a) 0% percent nonadjustable element (coefficient A). (b) 0% percent adjustable element (coefficient B). (c) The Index I for shall be: Not Applicable.
GCC 46.1	The proportion of payments retained is: **5%**
GCC 47.1	The liquidated damages for the whole of the Works are **0.05%** per day. The maximum amount of liquidated damages for the whole of the Works is **5%** of the final Contract Price.
GCC 49.1	The Advance Payments shall be: **Not Applicable** and shall be paid to the Contractor no later than **Not Applicable**.

I E. Finishing the Contract

GCC 56.1	The date by which operating and maintenance manuals are required is: **On practical completion date** The date by which "as built" drawings are required is: **On practical completion date**

GCC 56.2	The amount to be withheld for failing to produce "as built" drawings and/or operating and maintenance manuals by the date required in GCC 58.1 is: **The Retention money.**
GCC 57.2 (g)	The maximum number of days is: **One Hundred Twenty (180) Days.**
GCC 58.1	The percentage to apply to the value of the work not completed, representing the Procuring Entity's additional cost for completing the Works, is **Five (5) %**

BILL N0.1 - PARTICULAR PRELIMINARIES

ITEM	DESCRIPTION	AMOUNT
	BILL NO.1 PARTICULAR PRELIMINARIES NOTES ON PRICING OF ITEMS OF PRELIMINARIES Items described in this section cover the minimum requirements and conditions necessary for the full and proper execution of the contract. The tenderer is required to read and fully understand his obligations under each item and thus asses his costs for complying with the same for the duration of the contract. Should no price be inserted against any item, it shall be assumed that the tenderer has covered any costs associated with that item elsewhere in the Bills of quantities and shall nevertheless be required to comply with such and all items of preliminaries.	
A	Definition of Terms (i) Project Managers: The term 'Project Manager' wherever used hereinafter and in all contract documents shall mean Regional Works Officer, State Department for Public Works, Ministry of Lands, Public Works, Housing & Urban Development, P.O. Box 660 Nakuru (ii) Architect The term 'Architect' whenever used hereinafter and in all contract documents shall mean 'Regional Architect', State Department for Public Works, Ministry of Lands, Public Works, Housing & Urban Development, P.O. Box 660 Nakuru (iii) Quantity Surveyor The term 'Quantity Surveyor' wherever used hereinafter and in all contract documents shall mean Regional Quantity Surveyor, State Department for Public Works, Ministry of Lands, Public Works, Housing & Urban Development, P.O. Box 660 Nakuru. (iv) Engineer (Structural) The term 'Engineer (Structural)' wherever used hereinafter and in all contract documents shall mean Regional Engineer (Structural) State Department for Public Works, Ministry of Lands, Public Works, Housing & Urban Development, P.O. Box 660 Nakuru. (v) Electrical Engineer -The term 'Electrical Engineer wherever used hereinafter and in all contract documents shall mean Regional Engineer (Electrical)-BS, State Department for Public Works, Ministry of Lands, Public Works, Housing & Urban Development, P.O. Box 660 Nakuru (vi) Mechanical Engineer - The term 'Mechanical Engineer wherever used hereinafter and in all contract documents shall mean Regional Engineer Mechanical-B State Department for Public Works, Ministry of Lands, Public Works, Housing & Urban Development, P.O. Box 660 Nakuru. (vii) Interior Designer-The term "Interior Designer" shall be deemed to mean Regional Designer, State Department for Public Works, Ministry of Lands, Public Works, Housing & Urban Development, P.O. Box 660 Nakuru. (vii) Employer - The term 'Employer' wherever used hereinafter and in all Contract Documents shall mean The Employer is Emurua Dikirr NG-CDF P.OBox 361-40700 Emurua Dikirr	, S,
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT

	Particular Preliminaries (ctd) Definition of terms (ctd) (viii) Contractor - Means the person or firm named in the articles of agreement with whom the Employer has entered into contract and includes the legal successors in title and permitted assigns (ix) Works - Means the permanent works designed for the Employer by the Architect or other agents for execution by the Contractor and as described in the contract documents. It shall include work of all sub-contractors and suppliers as well as materials and goods supplied for incorporation in the Works (x) Contract. The term "Contract" wherever used hereinafter and in all contract documents shall mean the letter of award of Contract, Agreement and Conditions of Contract for Building Works, Drawings, priced and signed Bills of Quantities, the schedules and other documents forming part of the contract (xi) Contract Drawings. The term "Contract Drawings" wherever used hereinafter and in all contract documents shall be deemed to imply the drawing referred to in these Bills of Quantities (xii) Site Means the place or places where the permanent Works are to be carried out and to which materials and goods are to be delivered and includes workshops or other places where materials, goods or work are being prepared for incorporation in the Works either by the Contractor, sub-contractors or by others. (xiii) Approved, Directed and Selected. The terms "Approved", "Directed" and "Selected" wherever used hereinafter and in all contract documents shall mean the approval, direction and selection of or by the Architect. (xiv) Singular and Plural. Words importing the singular only wherever used hereinafter and in all contract documents shall also include the plural and vice versa where the context requires. Persons shall include bodies corporate. Value Added Tax (Vat) and other Taxes	
A	Priced items including P.C & Provisional Sums shall shall include all taxes.	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT

A	Particular Preliminaries (ctd) Scope of Contract The works to be carried out under this contract involves Construction of the Proposed construction and completion of office block at Olomismis chief office in Transmara West sub-county : Strip foundation, Walling, Roof works Internal plastering, floor finishes with tiles , external finishes and electrical works	
B	Floor Areas Total gross floor area is 131 Square metres, and this is given for guidance only and without any warranty.	
C	Bid Security The bid security will be as per tender invitation notice.	
D	Firm Price contract Unless otherwise specifically stated, 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.	
E	Site visit The contractor is advised to visit the site and acquaint himself with the conditions and if unable to do so apply to the Project Manager for directions to enable him to do so. a) The nature, position, topography and access of the site b) The amount of the rubbish or debris to be cleared away before commencement c) The nature, current usage, proximity and size of adjoining property and buildings d) The availability of land for the erection and positioning of all temporary structures, plant and materials necessary for the execution of the works. The Contractor shall obtain approval from the relevant Local Authority in adherence to site access and erection of temporary structures and must ensure all matters relating to the requirements of these authorities.No claim will be allowed for travelling or other expenses which may be incurred by the Contractor in visiting the site or preparing the tender for the works.The Contractor is advised that the site is within a compound in use and all measures should be taken to avoid nuisance to the existing users.	

	Total carried forward to collection	
ITEM	DESCRIPTION	AMOUNT

A	Measurements In the event of any discrepancies between the Bills of Quantities are 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.	
B	Claims It shall be a condition of this Contract that upon it becoming reasonably apparent by the Contractor that he has incurred losses and/or expenses due to any of the Contract Conditions, or by any other reason whatsoever, he shall present such claim or intent notice to the PROJECT MANAGER within the Contract Period. No claims shall be entertained upon the expiry of the said contract period	
C	Materials from demolition Any materials arising from demolition shall become property of the Contractor. The Contractor shall therefore allow for credit in his tender in this respect.	
D	Contract completion period The contract completion period in accordance with condition 31 of the the conditions of contract must be strictly adhered to. The "PROJECT MANAGER" shall strictly monitor the Contractor's progress in relation to the progress chart and should it be found necessary, the "PROJECT MANAGER" shall inform the Contractor in writing that his actual performance on site is not satisfactory. In all such cases , the Contractor shall accelerate his rate of performance, production and progress by all means such as additional labour , plant e.t.c., and working overtime all at his cost.	
	Total carried forward to collection	
ITEM	DESCRIPTION	AMOUNT

A	Particular Preliminaries (ctd) Particulars of insertions to be made in the appendix to contract agreement The following are insertions to be made in the Special Conditions to the Contract Agreement. i) Period of Final Measurement 3 Months from practical completion date ii) Defects Liability Period 6 Months from practical completion date iii) Date for possession of site To be agreed with the Project Manager iv) Date for completion As stated in the Special v) Liquidated & Ascertained damages At the of 0.02% of the Contract Sum per Week per week or part thereof vi) Period of Interim Certificates Monthly vii) Period of honouring certificates Within 30 days of the date of certification viii) Percentage of certified value retained 10% ix) Limit of retention fund 10% of Contract Sum x) Bond As per tender notice and Contract Conditions xi) Date for Completion 16 weeks from commencement date Labour camps The Contractor contractors shall not erect camps on site. Office for the ''Project Manager'' The site office mentioned in item 'A' page GP/5 of the general preliminaries shall be type B as shown on the Directorte of Public Works standard details. The same shall be erected and maintained for the duration of the contract.	
B		
C		

	Total carried forward to collection	
ITEM	DESCRIPTION	AMOUNT

A	Particular Preliminaries (ctd) Tender documents Tender documents are as listed in the Conditions of Contract	
B	Signboard Provide and erect where directed and maintain during the whole period of building operations and remove at completion an approved temporary 1 No. signboards at site to the Architect"s standard design and giving the title of the Works and showing the names of the Employer, Architect, Quantity Surveyor, Engineers and the Contractor with sufficient space to add the names of the Nominated Sub-Contractors and suppliers. The lettering concerning the Architect, Quantity Surveyor and the Engineer is not to be more than 50 mm high.	
C	Hoarding The contractor shall be required to erect and maintain hoarding around the site for the duration of the contract. Thereafter he shall be required to demolish and clear away arisings and make good any disturbances.	
D	Programme progress charts The Contractor shall upon possession of the site and in agreement with the "PROJECT MANAGER" prepare a progress chart for the whole of the works. One copy shall be forwarded to the "PROJECT MANAGER" and another copy shall be retained on site on which progress shall be recorded bythe Contractor. Should any circumstance arise affecting the programme or progress ,the chart shall be modified as necessary in consultation with the "PROJECT MANAGER".	
	Perfromance security (bond) The Contractor should note that the Performance Security to be provided must be inform of a bank guarantee in the amount of 5% of the Contract Sum.	
D	Appendices The Appendices to the Bills of Quantities shall be regarded for contract purporses as part of the Bill and shall be read and construed with the appropriate sections of the Bills if contained therein.	
E	Sufficiency of tender The main Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the Bills of Quantities which rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper completion of the works.	
F		
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT

A	Particular Preliminaries (ctd) General specifications works, the Contractor is referred to the Ministry of Works General specifications for building works dated 1976 or any subsequent revision thereof which is issued as a separate document and which shall be followed in all respects unless it conflicts with the General and Particular Preliminaries, Trade Preambles or other items in these Bills of Quantities. In the event of such conflict , then the provisions of the General and Particular Preliminaries, Trade Preambles and these Bills of Quantities take precedence.	
B	Construction materials All materials for incorporation in the works must be stored on or adjacent to the site of the works before payment is effected by the "PROJECT MANAGER" This is to include materials of the Main Contractor, Sub - contractors and Nominated Suppliers.	
C	Advance payment Pursuant to the relevant clause of the Conditions of Contract, the tenderer will NOT be granted ADVANCE PAYMENT (See Appendix to Conditions of Contract) Advance payments on specialists works shall be paid to the respective nominated Subcontractors directly, but on similar terms.	
D	Nuisance The Contractor shall not directly or indirectly or otherwise by himself or through his agents cause nuisance to the activities taking place inside. Should he do so he shall be directly responsible for such acts.	
E	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 (2021 Revised edition) included herein.	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT
	Collection Total from page PP/1 Total from page PP/2 Total from page PP/3 Total from page PP/4 Total from page PP/5 Total from page PP/6 Total from page PP/7	
	Total for Particular Preliminaries carried to Summary (SUM1)	

BILL N0.2 - GENERAL PRELIMINARIES

ITEM	DESCRIPTION	AMOUNT(KSHS)
	BILL NO.2 - 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.	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.	
D.	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.	
E.	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.	
F.	Storage of materials The Contractor shall make at his own risk and cost arrangement for storage of materials for incorporation into the works. Nominated Sub-contractors are to be made liable for the cost of any storage accommodation provided specifically for their use.	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT(KSHS)

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 Directorate of 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 subcontractors' work.	
B.	Governments Acts regarding work people, etc. Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular, the Contractor's attention is drawn to the 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 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.	
C.	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.	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT(KSHS)
A.	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.	
B.	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.	
C.	Visit the 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.	
D.	Access to site and temporary roads Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads 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.	
E.	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.	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT(KSHS)

A.	Office, etc, for the Project Manager The Contractor shall construct a temporary site office of type described and to the satisfaction of the Project Manager. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER 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 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.	
B.	Water and electricity supply for the works The Contractor shall make arrangements to provide all necessary water, electric light and power required for use in the works. 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.	
C.	Sanitation of the works The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER.	
D.	Supervision and working hours The works shall be executed under the direction and 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.	
E.	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. Such sums are net and no addition shall be made to them for profit.	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT(KSHS)

A.	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. 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.	
B.	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.	
C.	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.	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT(KSHS)

A.	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, but should any part of the work be executed by a Nominated SubContractor, 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.	
B.	Nominated subcontractors When any work is ordered by the PROJECT MANAGER to be executed by nominated subcontractors, 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".	
C.	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 in the priced Bills of Quantities will be adjusted as described for P.C. Sums is allowed.	
D.	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.	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT(KSHS)

A.	Insurance The Contractor shall insure as required by 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 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.	
C.	Alteration to bills of quantities, 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.	
D.	Blasting operations Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's 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.	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT(KSHS)
ITEM	DESCRIPTION	

A.	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.	
B.	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.	
C.	Removal of rubish, etc. Remove 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.	
D.	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.	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT(KSHS)

A.	General specifications 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.	
B	Materials on site All materials for incorporation in the works will be stored on site before payment is effected unless specifically exempted by the PROJECT MANAGER. The Main Contractor shall make arrangements to secure the place for the safety of the Materials. This includes the materials of the Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.	
C	Contractor's Superintendence/Site Agent 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.	
	Total carried forward to collection	

ITEM	DESCRIPTION	AMOUNT(KSHS)
	<u>COLLECTION</u>	
1	Total from page GP/1	

2	Total from page GP/2	
3	Total from page GP/3	
4	Total from page GP/4	
5	Total from page GP/5	
6	Total from page GP/6	
7	Total from page GP/7	
8	Total from pageGP/8	
9	Total from page GP/9	
	Total for General Preliminaries carried to Summary (SUM1)	



REPUBLIC OF KENYA

MINISTRY OF LANDS, PUBLIC WORKS, HOUSING, AND URBAN DEV.

STATE DEPARTMENT FOR PUBLIC WORKS

BILL OF QUANTITIES

FOR

THE PROPOSED CONSTRUCTION TO COMPLETION OF A LIBRARY BLOCK AT EMURUA DIKIRR SEC. SCHOOL - NAROK COUNTY

PREPARED BY:

REGIONAL WORKS OFFICER,
STATE DEPARTMENT FOR PUBLIC WORKS SOUTH RIFT.

CLIENT
EMURUA DIKIRR SC. SCHOOL & EMURUA DIKIRR CONSTITUENCY NG - CDF,
P O Box ……., KILGORIS.

JANUARY, 2026

ALL PRICES ARE VAT INCLUSIVE

PROPOSED LIBRARY BLOCK FOR EMURUA DIKIRR SECONDARY SCHOOL

Item	Description	Qty	Unit	Rate	Kshs	Cts
	SUBSTRUCTURES *All [provisional]*					
A	Excavate oversite to remove top vegetable soil average 250mm deep and spread as directed on site.	367	Sm			
B	Excavate to reduce levels	2 90	Sm			
C	Excavate for foundation strip footing in normal soil not exceeding 1.5.m deep	189	Cm			
D	Excavate for column excess ditto	38	Cm			
E.	Return fill and ram selected excavated material around foundations	174	Cm			
F	Load ,wheel and cart away from site surplus excavated materials and deposit in approved dumping area	130	Cm			
G	Extra over all kinds of excavation for excavating in rock irrespective of class	5	Cm			
H.	Allow for keeping excavation free from all water by pumping or otherwise.		item			
I	Ditto ; for plunking and strutting to sites of excavations		Item			
j	300mm thick [average] approved broken quarry stone hardcore filling in two equal layer well compacted.	288	Sm			
k	50mm thick dust blinding to surface of hardcore	288	Sm			

	Total carried to collection					

Item	Description	Qty	Unit	Rate	Kshs	Cts
	50mm plain concrete [1:4:8-class 15/20mm] blinding in :-					
A	Strip footing	134	Sm			
B	Column bases	16	Sm			
	Vibrated reinforced concrete class 20/20					
C	Strip footing	27	Cm			
D	150mm thick ground floor bed in reinforced concrete class 20/20mm	288	sm			
E	Column Bases	4	Cm			
F	Columns	25	Cm			
	Reinforcements					
	High tensile square twisted bars BS 4461 as described in :-					
G	Square twisted :y8	2139	Kg			
H	Square twisted: Y10	1180	Kg			
I	Square twisted :Y12	1264	Kg			
I	Steel fabric mesh reinforcement type A142 weighing 2.22kg/m2 and BS4483 and with 150mm side laps [measured net no allowance for laps] **Sawn formwork to:**	288	sm			
J	To sides of strip footing	45	Sm			
j	Edges of ground floor bed exceeding 75mm but not exceeding 100mm girth	85	Lm			
K	Columns	152	Sm			
	Masonry wall					
L	150mm thick natural stone walling ; quarry dressed bedded and jointed in cement sand [1:3] mortar ; reinforced with hoop iron at alternate courses	163	Sm			
	Total carried to collection below					

Item	Description	Qty	Unit	Rate	Kshs	Cts
	Surface Treatment					
A	"Dragnet" or other equal and approved ant – termite insecticide treatment to blinded hardcore surfaces applied in accordance with manufacturer's instructions	288	sm			
B	500 gauge polythene sheeting laid under concrete floor bed	288	Sm			
	Plinth treatment					
C	12mm thick cement sand 1:4 render to plinth surfaces	26	sm			
D	Prepare and apply three coats of bit mastic paint on rendered surfaces	26	sm			
	Bituminous Damp Proof course bedded and jointed in cement sand mortar [1:3]					
E	200mm wide	91	Lm			
	TOTAL CARRIED TO COLLECTION					
	COLLECTION PAGE Brought forward from page EMURUA DIKIRR SEC /LIB /01 Brought forward from page EMURUA DIKIRR SEC /02 Brought forward from above					
	TOTAL CARRIED TO SUMMARY					

Item	Description	Qty	Unit	Rate	Kshs	Cts
	WALLING					
	External walls					
A	200mm thick natural stone walling: medium chiseled dressed; bedded and jointed in cement sand (1:3) mortar; with 20mm wide hoop irons in every alternate course.	214	Sm			
B		30	Sm			
	Internal Walls					
	150mm thick Locally burnt clay bricks bedded and jointed in cement sand (1:3) mortar; with 20mm wide hoop irons in every alternate course.					
C	Raking cutting 150mm thick stone wall	85	Lm			
D	100 mm diameter P.V.C vent pipe 175 mm long with gauze wire built into walls.	70	No.			
	Concrete 1:2:4 in					
D	Ring beam	7	Cm			
	High tensile twisted bars					
E	12 mm diameter	315	Kg			
F	8 mm diameter	610	Kg			

G	Sawn formwork to edges & soffites of ring beam	86	sm			
	Total Carried to Summary					

Item	Description	Qty	Unit	Rate	Kshs	Cts
	ROOFING					
	Roof construction					
	All the following structural timber shall be sawn second grade treated cypress with 9-15% M.C.					
A	100 x 50 mm wall plate	56	Lm			
B	75 x 50 mm purlins	356	Lm			
	Trusses					
C	150 x 50 mm rafters	177	Lm			
E	100 x 50 mm ties and struts	214	Lm			
F	150 x 50 mm joists	176	Lm			
	Roof Covering					

G	28 gauge IT pre-painted iron sheet roof covering including for 200mm long end laps and 2No. corrugations side laps nailed to purlins with nail with and including rubber leak seal caps.	387	Sm			
H	300mm 28 gauge half round matching ride cap with and including 300mm long end laps	40	Lm			
I	225 x 25 mm wrot Cypress softwood fascia board and barge board	89	LM			
	Total carried to collection					

Item	Description	Qty	Unit	Rate	Kshs	Cts
A	**RAINWATER GOODS**		Lm			
	150mm x 125 pre-painted gauge 22 galvanized metal gutter fixed to fascia board with clips at 900 centers	70				
B	Extra over gutter for 100mmm diameter down pipe	8	NO			
C	Ditto; Stopped gutter ends	8	NO			
D	100mm diameter pre-painted 22 gauge galvanized metal rain water down pipe fixed to wall withholder butts at 900mm centers	24	Lm			
E	Extra over down pipe for swan neck projecting 600mm	8	NO			

F	Ditto shoe	8	NO			
	TOTAL TO COLLECTION BELOW **<u>COLLECTION</u>** Brought forward from page EMURUA DIKIRR SEC /LIB /05 Brought down from above					
	Total carried to summary					

Item	Description	Qty	Unit	Rate	Kshs	Cts
	<u>DOORS [supply and fix]</u> ***<u>Metal doors</u>*** Purpose made steel door in 25mm x 25mm x 6 mm thick H.S framing including 6mm thick flat sheet welded on both sides ,all necessary ironmongery ,primer etc as drawing provided					
A	Door size 1800 x 2400mm high in two equal leaves	2	NO			
B	Door size 1500 x 2400mm high in two equal leaves	1	NO.			

C	Ditto size 900 x 2400 mm high	1	NO			
	Flush doors					
D	50mm thick solid cored standard flush door lipped all round with and including 3mm thick clear glass fanlight size 900 x 300 high fixed with wrot softwood beads size 900 x 2100mm high.	1	NO			
E	Ditto; but size 850 x 2100 mm high	1	No			
	The following in wrot cypress					
F	100 x 75 mm door frame with one labour	11	LM			
G	40 x 25mm architrave with one labour	11	Lm			
H	25mm quadrant	11	Lm			
I	100 x 50mm transome	3	Lm			
	Total carried to collection					

Item	Description	Qty	Unit	Rate	Kshs	Cts
	Ironmongery					
	Supply and fix the following ironmongery as "union" or other equal and approved to wood with matching screws					
A	Three lever "union" mortise lock with lever furniture	4	NO			
B	Ditto; Two lever	2	NO			
C	38mm diameter rubber stop ,screwed	6	NO			

D	100mm pressed steel butt hinges	5	Prs			
E	150mm long aluminum tower bolts	2	NO			
F	2003 as Briton door closer	2	NO			
	Total to collection below					
	COLLECTION PAGE Brought forward from page EMURUA DIKIRR SEC /LIB /07 Brought forward from above					
	Total carried to Summary					

Item	Description	Qty	Unit	Rate	Kshs	Cts
	Windows					
A	Pelmet boxes in 25 x 150mm top,25 x 25 mm fascia ,50 x 25 bearers; 150 x 150x 25mm *Accessories*	44	Lm			

B	Aluminum 1 section double curtain brackets at 150mm centers, one runner ,75 mm of tracks ; four stops per set bent to form overlap at the centers complete with rinds rollers and all other necessary accessories. **Metal windows** Supply and fix the following purpose made mild steel casement windows finished with one cat red oxide premier complete with opening accessories including cutting and fixing lugs and pointing all round in cement mortar with vertically pivoted sashes as described.	44	Lm			
C	2000 x 1500mm high	18	No			
D	1750 x 1500mm high	1	No			
E	Burglar proofing on windows comprising 40 x 25 x 3 mm thick frame, in filled with round 12 bars cut, folded and welded together to form an approved pattern and shape and each frame six times plugged to block work. To be supplied twice primed with red oxide primer.	57	Sm			
F	4mm thick clear sheet glass glazing in panes 0.1 -1.0 sm with approved metal putty	24	Sm			
G	4mm obscure ditto	2	Sm			
H	150 x 20 mm clay tile weathered and throated window Cill	48	Lm			
	Total carried to collection					

Item	Description	Qty	Unit	Rate	Kshs	Cts
	FINISHES **Wall finishes ,internally /externally**					

A	15mm thick cement and sand (1:1:6]	349	Sm			
B	Horizontal neat key and pointing	206	Sm			
	Internal finishes					
	Floor finishes					
C	Approved coloured ceramics floor tiles "saj" on cement sand backing	288	Sm			
D	100X25 mm ditto skirting	108	Lm			
	External works					
G	600 x 600 x 50 mm thick precast paving slabs on prepared surface externally	101	SM			
	Total carried to collection					

Item	Description	Qty	Unit	Rate	Kshs	Cts
	Ceiling					

A	12mm thick soft board ceiling on 50 x 50mm sawn soft wood brandering at 600mm centers, both way	288	Sm			
B	Wrot cypress coved cornice	94	Lm			
C	E.O ceiling lining for forming 750 x 750mm trap door	2	NO			
	Carried to collection below					
	COLLECTION From page EMURUA DIKIRR SEC /LIB /10 From page above					
	Total carried to collection					

Item	Description	Qty	Unit	Rate	Kshs	Cts
	PAINTING					
	Prepare and apply one undercoat and two finishing coats of washable distemper paint on:					
A	Soffites of ceiling internally	288	Sm			
	Prime only backs of frames before fixing					
B	Surfaces exceeding 100 mm girth	86	Lm			
C	Surfaces exceeding 100 mm but not exceeding 200mm	86	Lm			
	ditto					
	Prepare and apply one undercoat and two finishing coats of plastic emulsion paint on					
D	Surfaces of plastered walls internally	349	Sm			
E	Ditto but revels and jambs of opening ditto	12	Sm			
	Prime ,prepare and apply one undercoat and two finishing coats of gloss oil paint on metal work					
F	General surfaces internally /externally	56	Sm			
G	Surfaces 100-200mm girth	82	Lm			
	Knot ,prime ,stop ,prepare and apply one undercoat and two finishing coats of gloss oil paint on timber work.					
H	General surfaces	48	Sm			
J	Surfaces 200-300 girth externally	70	Lm			
	Total carried to collection					

ELECTRICAL INSTALLATIONS

Item	Description	Qty	Unit	Rate	Kshs	Cts

1	Supply and install lighting points ,comprising 3 x 1.5 mm² PVC single ore copper cables drawn in concealed 20mm diameter conduit excluding lighting fittings for :-					
	i) One way one gang switch	24	No			
	ii) Two way two gang switch	6	No			
2	Supply and install ring power socket outlet points comprising of 3x 2.5mm² pvc single core cable drawn in 25mm diameter PVC conduit for:-					
	i) Single outlet	10	NO			
	ii) Twin outlet	10	NO			
3	Supply and install the following points: -					
	i) 36 watts 1200mm single bare batten fluorescent fitting as Philips	22	NO			
	ii) Bulk head fitting	2 2	NO			
	iii) Spherical screw neck fitting ball fitting		NO			
4	Supply and install the following 8-Way SP & N MCB'S		NO			
	i) 100A SP/N	1				
	Single Pole		NO			
	ii) 10A SP iii) 30 A SP iv)	4 2	NO			
	Planking Plate	2	NO			
6			item			
	Allow Kenya Shillings Fifty Thousand only for contingencies					
	ELECTRICAL INSTALLATION CARRIED TO SUMMARY					

Item	Description		

	PC& PROVISIONAL SUMS **PC SUM**		
A	Allow Kenya Shillings Fifty Thousand for KP & L .Power Connection		
B	Allow Kenya shillings Two Hundred Thousand for Shelving		
	PROVISIONAL SUM		
C	Allow Kenya Shillings One Hundred Fifty Thousand from project Manager Supervisory expenses		
D	Allow Kenya Shillings One Hundred thousand for external works.		
E	Allow Kenya Shillings two hundred for contingencies		
	TOTAL FOR PC & PROVISIONAL SUM TO SUMMARY		

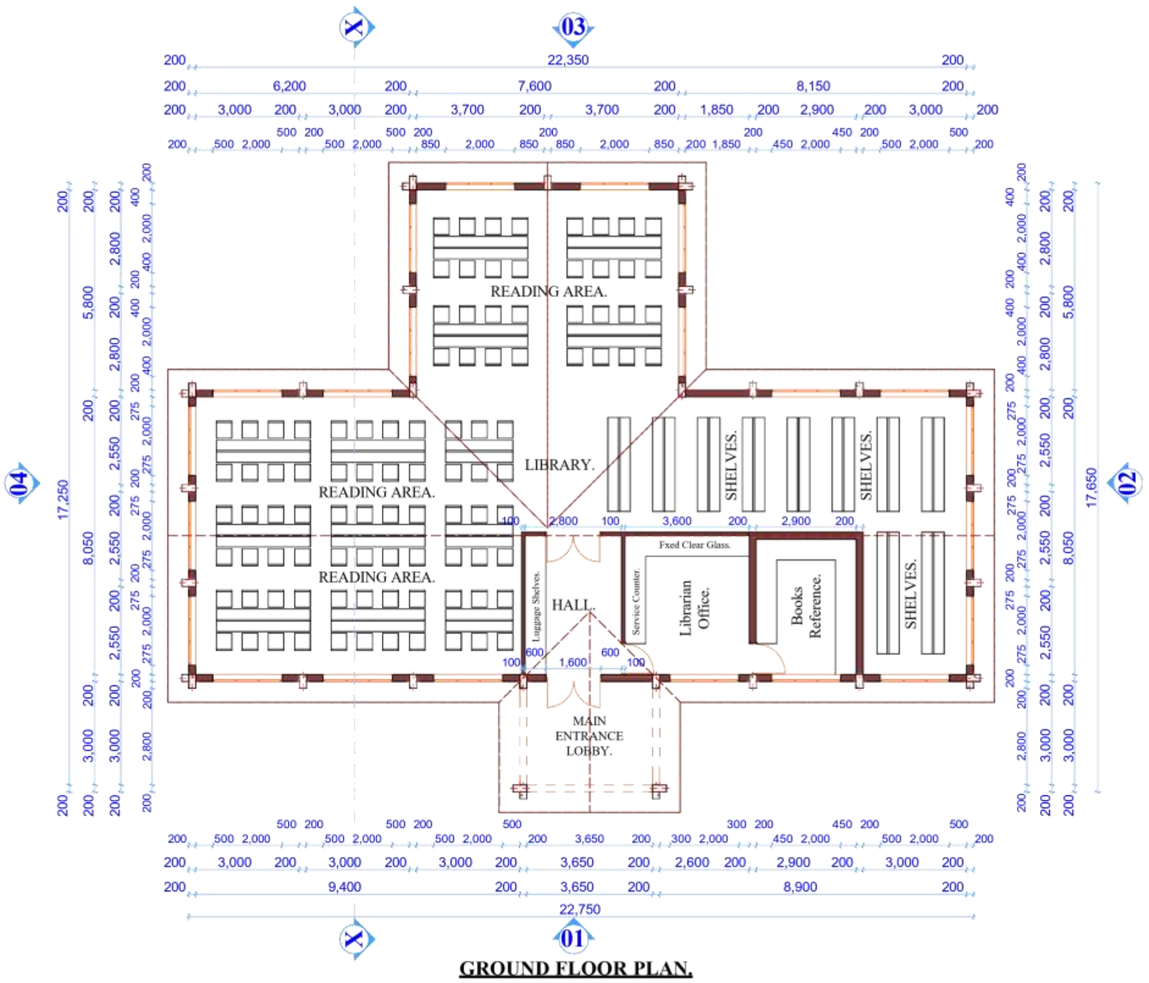
Item	Description	Kshs	Cts
	Summary		
A	Substructures from page EMURUA DIKIRR SEC./LIB/03		
B	Walling from page EMURUA DIKIRR SEC./LIB /04		
C	**Roof from page** EMURUA DIKIRR SEC./LIB /06		
D	Doors from page EMURUA DIKIRR SEC./LIB /08		
E	Windows from page EMURUA DIKIRR SEC./LIB /09		
F	Finishes from page KEMURUA DIKIRR SEC./LIB /11		
G	Painting from page EMURUA DIKIRR SEC./LIB /12		
H	**Electrical Installation** EMURUA DIKIRR SEC./LIB /13		
I	PC & Provisional sums EMURUA DIKIRR SEC./LIB /14		
	Subtotals		

Item	Description	Kshs	Cts
	GRAND SUMMARY		
A	MAIN WORKS		
B	ADMINISTRATION FEE		
C	**SUB-TOTAL**		
D	**ADD 16% VAT**		
	ADD 0.03% PPRA Levy		
	TOTAL AMOUNT CARRIED TO FORM OF TENDER		

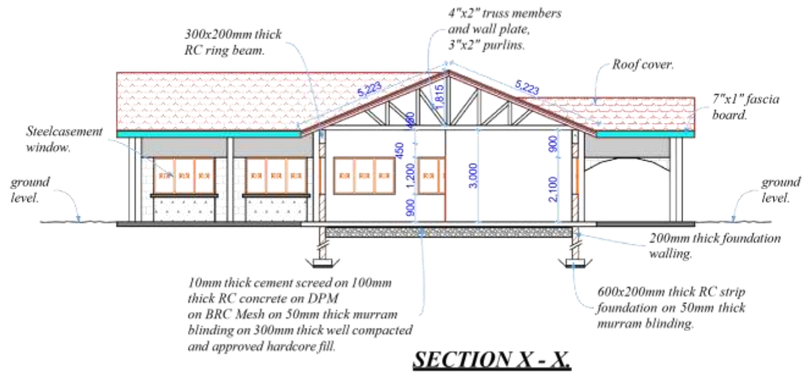
Kenya Shillings …….

…….. … ……..……...Cents …… Only

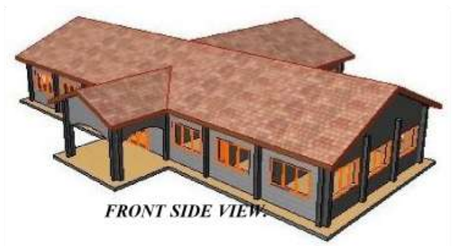
SIGNATURE AND STAMP OF TENDERER ……
Date ……
Name and address……..
……...
TENDER WITNESS SIGNATURE ……
Date ……
Name and address……
……..



GROUND FLOOR PLAN.



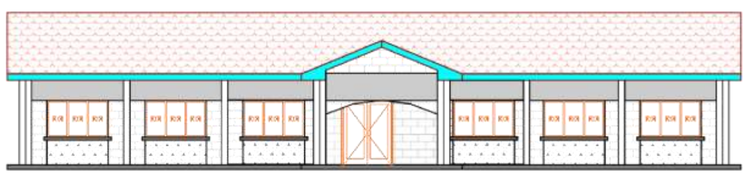
SECTION X - X.



FRONT SIDE VIEW.



REAR SIDE VIEW.



FRONT ELEVATION 01.



SIDE ELEVATION 02.



REAR ELEVATION 03.



SIDE ELEVATION 04.

NOTES

1. All Dimensions are in mm unless otherwise stated.
2. This drawing must not be scaled, only figured dimensions should be used.
3. This drawing must be read inconjunction with relevant structural drawing.
4. Reinforced concrete to be grate 20/20 to BS8110.
5. Cover to main reinforcement to be as follows:
   (i) Foundation - 50mm.
   (ii) Columns - 40mm.
   (iii) Beams - 30mm.
   (iv) Slabs - 20mm.
6. "Y" Denotes square twisted high yield bars to BS4461 "R" Denotes round mild steel bars to BS4449.
7. Reinforcement in walls must be inspected by the engineer before being enclosed in the form work.
8. To ensure enhanced bonding between the masonry and the R.C columns, the masonry walling must be raised first before the casting of columns.
9. All morta used to be of cement sand mix 1:3, with all the stone walling being laid in 200mm courses with 12mm morta joint.
10. All masonry walls are infill only.
11. All structural works must be inspected and approved by the engineer.
12. Ground bearing pressure - 100KN/M^2.
13. Foul water drainage to drain to septic tank and to structural details.

ISSUES.

Date	To	Application	By

REVISIONS.

No	Date	By	Descriptions	Cldr	Cs Eng

REFERENCE DRAWING.

No	Descriptions

Project: PROPOSED LIBRARY BLOCK.

Client: EMURWADIKIR SECONDARY SCHOOL.

Drawing Title: Architectural Drawings:

1. Ground Floor Plan.
2. Elevations.
3. Section.
4. 3-Dimensional Figure.

Plot No:

Locality:

Date: APRIL 2026.

Scale: 1 : 100.

Drawn by: C.K. BEN.

Checked by: J.N. OGUTTA.

Approvals: