



**REPUBLIC OF KENYA**

**MINISTRY OF MINING, BLUE ECONOMY AND  
MARITIME AFFAIRS**

**STATE DEPARTMENT FOR MINING**

**TENDER NO. MMBE&MA/SDM/041/2023-2024**

**FOR**

**PROPOSED RENOVATIONS AT KWALE REGIONAL MINING OFFICE  
IN KWALE COUNTY**

**PREPARED BY:**  
**COUNTY WORKS OFFICER**  
**P.O. BOX 143**  
**KWALE**

**Tender documents to be deposited at the Kwale County Commissioner's  
office tender box**

**Tender to be closed/opened on Tuesday, 27<sup>th</sup> February, 2024 at 10:00Am  
at Kwale County Commissioner's office tender box**

**FEBRUARY, 2024**

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## **INVITATION TO TENDER**

**PROCURING ENTITY: STATE DEPARTMENT FOR MINING**

**TENDER NO.: MMBE&MA/SDM/041/2023-2024**

**PROJECT NAME: PROPOSED RENOVATIONS AT KWALE REGIONAL MINING OFFICE  
IN KWALE COUNTY.**

1. The State Department for Mining invites sealed tenders for the PROPOSED RENOVATIONS AT KWALE REGIONAL MINING OFFICE IN KWALE COUNTY.
2. Tendering will be conducted under open competitive method using a standardized tender document and is open to all qualified and interested tenderers. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours 0900 to 1500 hours at the address given below.
3. Tender documents may be viewed and downloaded for free from the Ministry's website [www.mibema.go.ke](http://www.mibema.go.ke) and the government tender portal [www.tenders.go.ke](http://www.tenders.go.ke)
4. Duly Completed tender documents, enclosed in a plain, sealed envelope clearly marked with the tender name and number should be deposited in the tender box located at Regional Mining Office in Kisumu so as to reach on or before **Tuesday, 27<sup>th</sup> February 2024 at 10:00 am**. Electronic tenders will **not** be permitted.
5. Tenders shall be quoted in Kenya Shillings and shall include all taxes. Tenders shall remain valid for 120 days from the date of opening of tenders.
6. All Tenders must be accompanied by a tender Security of **Kenya Shillings, One Hundred Thousand (Kshs. 100,000.00) from a reputable bank recognized in Kenya.**
7. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
8. Completed tenders must be delivered to the address below on or before **Tuesday, 27<sup>th</sup> February 2024 at 10:00 am**.
9. Tenders will be opened immediately after the deadline date and time specified above or any dead line date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
10. Late tenders will be rejected.
11. The addresses referred to above are:

**A. Address for obtaining further information**

State Department for Mining  
Supply Chain Management Services' Office

2nd floor, Works Building  
Ngong Road, Nairobi

**B. Address for Submission of Tenders.**

The Principal Secretary,  
State Department for Mining,  
PO Box 30009 – 00100,  
Nairobi, Kenya

Tenders should be deposited at the tender Box provided at the Kwale County Commissioner's office.

**C. Address for Opening of Tenders.**

REGIONAL MINING OFFICER  
MINISTRY OF MINING, BLUE ECONOMY AND MARITIME AFFAIRS  
STATE DEPARTMENT FOR MINING  
P.O. BOX 203 - 80403 KWALE

**HEAD, SUPPLY CHAIN MANAGEMENT SERVICES**  
**FOR: PRINCIPAL SECRETARY**

## **INSTRUCTIONS TO TENDERERS.**

### **1. General**

- 1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful Tenderer will be expected to complete the Works by the Intended Completion Date specified in the said Appendix.
- 1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
  - (a) copies of certificates of registration, and principal place of business;
  - (b) total monetary value of construction work performed for each of the last five years;
  - (c) experience in works of a similar nature and size for each of the last five years, and clients who may be contacted for further information on these contracts;
  - (d) major items of construction equipment owned;
  - (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
  - (f) reports on the financial standing of the Tenderer, such as profit and loss statements and auditor's reports for the last five years;
  - (g) authority to seek references from the Tenderer's bankers.
- 1.3 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.
- 1.4 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Tenderer's own expense.
- 1.5 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.6 The price to be charged for the tender document shall not exceed N/A
- 1.7 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

## **2. Tender Documents**

- 2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below:-
- (a) These instructions to Tenderers
  - (b) Form of Tender
  - (c) Conditions of Contract and Appendix to Conditions of Contract
  - (d) Specifications
  - (e) Drawings
  - (f) Bills of Quantities/Schedule of Rates (whichever is applicable)
  - (g) Other materials required to be filled and submitted in accordance with these Instructions and Conditions
- 2.2 The Tenderer shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required by the tender documents may result in rejection of his tender.
- 2.3 A prospective Tenderer making inquiry of the tendering documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The Employer will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all Tenderers. Prospective Tenderers shall acknowledge receipt of each addendum in writing to the Employer.
- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 herebelow.

## **3. Preparation of Tenders**

- 3.1 All documents relating to the tender and any correspondence shall be in English Language.
- 3.2 The tender submitted by the Tenderer shall comprise the following:- (a) The Tender;
- (b) Tender Security;

- (c) Priced Bill of Quantities/Schedule of Rates for lump-sum Contracts
  - (d) Any other materials required to be completed and submitted by Tenderers.
- 3.3 The Tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities/Schedule of Rates. All duties, taxes and other levies payable by the Contractor under the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the tender price submitted by the Tenderer.
- 3.4 The rates and prices quoted by the Tenderer shall not be subject to any adjustment during the performance of the Contract.
- 3.5 The unit rates and prices shall be in Kenya Shillings.
- 3.6 Tenders shall remain valid for a period of One hundred and twenty (120) days from the date of submission. However in exceptional circumstances, the Employer may request that the Tenderers extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing.
- 3.7 The Tenderer shall prepare one original of the documents comprising the tender documents as described in these Instructions to Tenderers.
- 3.8 The original shall be typed or written in indelible ink and shall be signed by a person or persons duly authorised to sign on behalf of the Tenderer. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
- 3.9 Clarification of tenders shall be requested by the tenderer to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.
- 3.10 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

#### **4. Submission of Tenders**

4.1 The tender duly filled and sealed in an envelope shall;-

- (a) be addressed to the Employer at the address provided in the invitation to tender;
- [b] bear the name and identification number of the Contract as defined in the invitation to tender; and

[c] provide a warning not to open before the specified time and date for tender opening.

4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender.

4.3 The tenderer shall not submit any alternative offers unless they are specifically required in the tender documents.

Only one tender may be submitted by each tenderer. Any tenderer who fails to comply with this requirement will be disqualified.

4.4 Any tender received after the deadline for opening tenders will be returned to the tenderer un-opened.

4.5 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with sub-clause 2.5 in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

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

5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend at the time and in the place specified in the invitation to tender.

5.2 The Tenderers' names, the total amount of each tender and such other details as may be considered appropriate, will be announced at the opening by the Employer. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the Employer.

5.3 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations for the award of the Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's officials, processing of tenders or award decisions may result in the rejection of his tender.

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

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

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail,



unless in the opinion of the Employer's representative, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.

- (c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities/Quotation, the amount as stated in the Form of Tender shall prevail.
  - (d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected tender sum as a percentage of the Corrected Builder's Work (i.e. corrected tender sum less P.C. and Provisional Sums).
  - (e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.
  - (f) The amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and with concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security forfeited.
- 5.5 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 5.6 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)
- 5.7 Where contract price variation is allowed, the valuation shall not exceed 15% of the original contract price.
- 5.8 Price variation requests shall be processed by the procuring entity within 30 days of receiving the request.
- 5.9 Preference where allowed in the evaluation of tenders shall not exceed 15%
- 5.10 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may request [in writing] any Tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the tender price or substance of the tender shall be sought, offered or permitted.
- 5.11 The Tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the

Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

## **6. Award of Contract**

- 6.1 The award of the Contract will be made to the Tenderer who has offered the lowest evaluated tender price.
- 6.2 Notwithstanding the provisions of clause 6.1 above, the Employer reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the action.
- 6.3 The Tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the “Letter of Acceptance”) will state the sum [hereinafter and in all Contract documents called the “Contract Price” which the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. The contract shall be formed on the parties signing the contract. At the same time the other tenderers shall be informed that their tenders have not been successful.
- 6.4 The Contract Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be signed by the Employer and sent to the successful Tenderer, within 30 days following the notification of award. Within 21 days of receipt ,the successful Tenderer will sign the Agreement and return it to the Employer.
- 6.5 Within 21 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Performance Security amount stipulated in the Appendix to Conditions of Contract.
- 6.6 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.
- 6.7 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.8 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **7. Corrupt and fraudulent practices**

- 7.1 The procuring entity requires that the tenderer observes the highest standard of ethics during the procurement process and execution of the contract. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.
- 7.2 The procuring entity will reject a tender if it determines that the tenderer recommended for award has engaged in corrupt and fraudulent practices in competing for the contract in question.
- 7.3 Further a tenderer who is found to have indulged in corrupt and fraudulent practices risks being debarred from participating in public procurement in Kenya.

## Section II - Tender Data Sheet (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

|                                       |  |
|---------------------------------------|--|
| <b>A. General</b>                     |  |
| <b>ITT 1.1</b>                        | Name of Project is: <b>PROPOSED REFURBISHMENT WORKS AT REGIONAL MINING OFFICE - KWALE</b><br><b>TENDER NO.: MMBE&amp;MA/SDM/041/2023-2024</b>  |
| <b>ITT 3.1</b>                        | Maximum number of members in the Joint Venture (JV) shall be: <b>N/A</b>   |
| <b>B. Contents of Tender Document</b> |  |
| <b>8.1</b>                            | A pre-arranged pre-Tender visit of the site of the works <i>shall not be held</i>  |
| <b>ITT 8.2</b>                        | The Tenderer will submit any questions in writing, to reach the Procuring Entity not later than <b>Tuesday 20<sup>th</sup> February, 2024</b>  |
| <b>ITT 8.4</b>                        | The Procuring Entity's website where the Minutes of the pre-Tender meeting of the pre-arranged pre-Tender site visit will be published is: <b>N/A</b>  |
| <b>ITT 9.1</b>                        | For Clarification of Tender purposes, for obtaining further information and for purchasing tender documents, the Procuring Entity's address is;<br>State Department for Mining<br>Supply Chain Management Services |
| <b>C. Preparation of Tenders</b>      |  |
| <b>ITP 13.1 (h)</b>                   | The Tenderer shall submit the following additional documents in its Tender: <b>N/A</b>   |
| <b>ITT 15.1</b>                       | Alternative Tenders " <b>shall not be</b> " considered.  |
| <b>ITT 15.2</b>                       | Alternative times for completion " <b>shall not be</b> " permitted.  |
| <b>ITT 15.4</b>                       | Alternative technical solutions shall be permitted for the following parts of the Works: <u>N/A</u>  |
| <b>ITT 16.5</b>                       | The prices quoted by the Tenderer shall be: <b>fixed and shall remain as indicated in the Form of tender</b>   |
| <b>ITT 22.1</b>                       | The Tender validity period shall be: 120 days.   |

|                                      |   |
|--------------------------------------|---|
| ITT 21.3 (a)                         | <p>(a) The delayed to exceeding <u>N/A</u> number of days.</p> <p>(b) The Tender price shall be adjusted by the following percentages of the tender <b>N/A</b></p> <p>(i) By _____% of the local currency portion of the Contract price adjusted to reflect local inflation during the period of extension, and</p> <p>(ii) By_% the foreign currency portion of the Contract price adjusted to reflect the international inflation during the period of extension.</p>   |
| ITT 21.1                             | <p>A Tender Security of <b>Kshs 150,000.00</b> will be required.</p> <p>A Tender-Securing Declaration shall NOT be required.</p> <p>If a Tender Security shall be required, the amount and currency of the Tender Security shall be: Kshs <b>Kshs 150,000.00</b></p>  |
| ITT 21.2 (d)                         | The other Tender Security shall be: <b>N/A</b>  |
| ITT 21.5                             | On the Performance Security, other documents shall be: <b>10% of the contact sum</b> from a recognized financial institution or insurance company   |
| ITT 21.9                             | The Procuring Entity may declare the Tenderer ineligible to be awarded a contract by the Procuring Entity for a period of 90 Days.  |
| ITT 22.1                             | In addition to the original of the Tender, the number of copies is: <b>ONE COPY OF THE ORIGINAL</b>   |
| ITT 22.3                             | The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <b>POWER OF ATTORNEY</b>  |
| D. Submission and Opening of Tenders |   |
| ITT 24.1                             | <p>(A) For <u>Tender submission purposes</u> only, the Procuring Entity's address is:<br/> <b>MINISTRY OF MINING, BLUE ECONOMY AND MARITIME AFFAIRS,<br/> STATE DEPARTMENT FOR MINING</b><br/> or to be addressed to:</p> <p style="text-align: center;">PRINCIPAL SECRETARY,<br/> STATE DEPARTMENT FOR MINING<br/> P.O. BOX 30009 -00100,<br/> NAIROBI</p> <p>So as to be received on or before <b>Tuesday, 27<sup>th</sup> February, 2024.</b></p> <p><b>Proposed Refurbishment Works at Regional Mining Office - Kwale<br/> Tenders shall not submit tenders electronically.</b></p> |
| ITT 27.1                             | The Tender opening shall take place at Regional Mining Office in Kisumu<br><b>ON Tuesday, 27<sup>th</sup> February, 2024.</b>   |

|              |   |
|--------------|---|
| ITT 27.1     | The Number of representatives of the Procuring Entity to sign shall be: As appointed by the Principal Secretary   |
| ITT 32.3     | The adjustment shall be based on the ____ [insert "average" or "highest"] price of the item or component as quoted in other substantially responsive Tenders. If the price of the item or component cannot be derived from the price of other substantially responsive Tenders, the Procuring Entity shall use its best estimate.   |
| ITT 35.2     | The invitation to tender is extended to the following groups that qualify for Reservations N/A  |
| ITT 36.1     | At this time, the Procuring Entity " <b>does not intend</b> " to execute certain specific parts of the Works by subcontractors selected in advance.   |
| ITT 36.2     | Contractor's may propose subcontracting: Maximum percentage of subcontracting permitted is: ..... % of the total contract amount. Tenderers planning to subcontract more than 10% of total volume of work shall specify, in the Form of Tender, the activity(ies) or parts of the Works to be subcontracted along with complete details of the subcontractors and their qualification and experience.   |
| ITT 36.3     | <p>[Indicate N/A if not applicable]</p> <p>The parts of the Works for which the Procuring Entity permits Tenderers to propose Specialized Subcontractors are designated as follows:</p> <p>.....</p> <p>.....</p> <p>For the above-designated parts of the Works that may require Specialized Subcontractors, the relevant qualifications of the proposed Specialized Subcontractors will be added to the qualifications of the Tenderer for the purpose of evaluation.</p> |
| ITT 37.2 (d) | Additional requirements apply. These are detailed in the evaluation criteria in Section III, Evaluation and Qualification Criteria.   |
| ITT 51.1     | The person named to be appointed as Adjudicator is as shall be appointed by the chairperson of the Chartered Institute of Arbitrators at rates defined by the CIARB.  |
| ITT 52.2     | Other Documents required are: <b>NCA 7</b><br><b>NCA practicing license</b>   |

ITT 53.1

The procedures for making Procurement-related Complaints are detailed in the "Regulations" available from the PPRA Website [www.ppra.go.ke](http://www.ppra.go.ke) or email [complaints@ppra.go.ke](mailto:complaints@ppra.go.ke) . If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email to:

For the attention: [insert full name of person receiving complaints}

Title/position: [insert title/position}

Procuring Entity: [insert name of Procuring Entity]

Email address: [insert email address]

In summary, a Procurement-related Complaint may challenge any of the following:

(i) the terms of the Tender Documents; and the Procuring Entity's decision to award the contract.

**SECTION III - EVALUATION AND QUALIFICATION CRITERIA**

**1. General Provisions**

Wherever a Tenderer is required to state a monetary amount, Tenderers should indicate the Kenya Shilling equivalent using the rate of exchange determined as follows:

- a) For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- b) Value of single contract - Exchange rate prevailing on the date of the contract signature.
- c) Exchange rates shall be taken from the publicly available source identified in the ITT 14.3. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

This section contains the criteria that the Employer shall use to evaluate tender and qualify tenderers. No other factors, methods or criteria shall be used other than specified in this tender document. The Tenderer shall provide all the information requested in the forms included in Section IV, Tendering Forms. The Procuring Entity should use the Standard Tender Evaluation Document for Goods and Works for evaluating Tenders.

**Evaluation and contract award Criteria**

The Procuring Entity shall use the criteria and methodologies listed in this Section to evaluate tenders and arrive at the Lowest Evaluated Tender. The tender that (i) meets the qualification criteria, (ii) has been determined to be substantially responsive to the Tender Documents, and (iii) is determined to have the Lowest Evaluated Tender price shall be selected for award of contract.

**2. Preliminary examination for Determination of Responsiveness**

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria and other requirements in the ITT, and that the tender is complete in all aspects in meeting the requirements of “Part 2 – Procuring Entity's Works Requirements”, including checking for tenders with unacceptable errors, abnormally low tenders, abnormally high tenders and tenders that are front loaded. The Standard Tender Evaluation Report Document for Goods and Works for evaluating Tenders provides very clear guide on how to deal with review of these requirements. Tenders that do not pass the Preliminary Examination will be considered irresponsive and will not be considered further.

**3. Tender Evaluation (ITT 35) Price evaluation: in addition to the criteria listed in ITT 35.2 (a) – (c) the following criteria shall apply:**

- i) Alternative Completion Times, if permitted under ITT 13.2, will be evaluated as follows:  
.....
- ii) Alternative Technical Solutions for specified parts of the Works, if permitted under ITT 13.4, will be evaluated as follows: .....
- iii) Other Criteria; if permitted under ITT 35.2(d):  
.....

**4. Multiple Contracts**

Multiple contracts will be permitted in accordance with ITT 35.4. Tenderers are evaluated on basis of Lots and the lowest evaluated tenderer identified for each Lot. The Procuring Entity will select one Option of the two Options listed below for award of Contracts.

**OPTION 1**



- i) If a tenderer wins only one Lot, the tenderer will be awarded a contract for that Lot, provided the tenderer meets the Eligibility and Qualification Criteria for that Lot.
- ii) If a tenderer wins more than one Lot, the tender will be awarded contracts for all won Lots, provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the Lots. The tenderer will be awarded the combination of Lots for which the tenderer qualifies and the others will be considered for award to second lowest tenderers.

**OPTION 2**

The Procuring Entity will consider all possible combinations of won Lots [contract(s)] and determine the combinations with the lowest evaluated price. Tenders will then be awarded to the Tenderer or Tenderers in the combinations provided the tenderer meets the aggregate Eligibility and Qualification Criteria for all the won Lots.

**5. Alternative Tenders (ITT 13.1)**

An alternative if permitted under ITT 13.1, will be evaluated as follows:

The Procuring Entity shall consider Tenders offered for alternatives as specified in Part 2- Works Requirements. Only the technical alternatives, if any, of the Tenderer with the Best Evaluated Tender conforming to the basic technical requirements shall be considered by the Procuring Entity.

**6. Margin of Preference is not applicable**

**7. Post qualification and Contract award (ITT 39), more specifically,**

a) In case the tender was subject to post-qualification, the contract shall be awarded to the lowest evaluated tenderer, subject to confirmation of pre-qualification data, if so required.

b) In case the tender was not subject to post-qualification, the tender that has been determined to be the lowest evaluated tenderer shall be considered for contract award, subject to meeting each of the following conditions.

i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings \_\_\_\_\_.

ii) Minimum average annual construction turnover of Kenya Shillings \_\_\_\_\_ [insert amount], equivalent calculated as total certified payments received for contracts in progress and/or completed within the last [insert of year] years.

iii) At least (insert number) of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or sub-contractor each of minimum value Kenya shillings equivalent.

iv) Contractor's Representative and Key Personnel, which are specified as

v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as [specify requirements for each lot as applicable]

vi) Other conditions depending on their seriousness.

a) History of non-performing contracts:

Tenderer and each member of JV in case the Tenderer is a JV, shall demonstrate that Non-performance of a contract did not occur because of the default of the Tenderer, or the member of a JV in the last (specify years). The required information shall be furnished in the appropriate form.

b) Pending Litigation

Financial position and prospective long-term profitability of the Single Tenderer, and in the case the Tenderer is a JV, of each member of the JV, shall remain sound according to criteria established with respect to Financial Capability under Paragraph (i) above if all pending litigation will be resolved against the Tenderer. Tenderer shall provide information on pending litigations in the appropriate form.

c)           Litigation History

There shall be no consistent history of court/arbitral award decisions against the Tenderer, in the last\_\_(specify years). All parties to the contract shall furnish the information in the appropriate form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the years specified. A consistent history of awards against the Tenderer or any member of a JV may result in rejection of the tender.

**TABLE 1: MANDATORY/PRELIMINARY EVALUATION**

| S/No. | Completeness and Responsiveness Criteria                    | References           | Requirement   |
|-------|---|----------------------|---|
| 1.    | Form of Tender  | FORM QF 1            | - Duly fill, sign and stamp   |
| 2.    | Confidential Business Questionnaire                         | FORM QF 2            | - Duly fill, sign and stamp<br>- Provide all required information   |
| 3.    | Disclosure of Interest                                      | FORM QF 3            | - Duly fill, sign and stamp   |
| 4.    | Statement of Certification                                  | FORM QF 4            | - Duly fill, sign and stamp   |
| 5.    | Certificate of Independent Tender Determination             | FORM QF 5            | - Duly fill, sign and stamp   |
| 6.    | Self-Declaration Forms (Debarment)                          | FORM SD 1            | - Duly fill, sign and stamp   |
| 7.    | Self-Declaration Forms (Anti-Corruption Declaration)        | FORM SD 2            | - Duly fill, sign and stamp   |
| 8.    | Certificate of Incorporation/Business Name Reg. Certificate |                      | - Copy of certificate   |
| 9.    | Tax Compliance Certificate                                  |                      | - Copy of valid Tax Comp Certificate  |
| 10.   | Registration with National Construction Authority           |                      | - Category NCA 7 and above under Building Works   |
| 11.   | Current Business Permit                                     |                      | - Copy of valid Business Permit   |
| 12.   | Priced Bill of Quantities                                   | PART II; Section VII | - Fill all rates, prices and amounts  |
| 13.   | Eligibility   |                      | - Copies of National IDs for Directors<br>- Copy of Form CR12   |
| 14.   | Power of Attorney   |                      | - Written Power of Attorney signed and stamped by Commissioner of Oaths   |
| 15.   | Bid Bond  | I.T.T 21.1           | - Amount of <b>Kshs 500,000.00</b> in the form of Guarantee from Reputable Bank or Insurance Company approved by PPRA   |
| 16.   | Copy of Bid Document  | I.T.T. 22.1          | - Replica of the original   |
| 17.   | Bidding documents must be paginated /serialized.            |                      | - All bidders are required to submit their documents paginated in a continuous ascending order from the first page to the last in this format; (i.e. 1,2,3... n where n is the last page) |

**TABLE 2: TECHNICAL EVALUATION**

| Item | Description   | Point Scored | Max. Point |    |
|------|---|--------------|------------|----|
| i    | Key Personnel (Attach evidence)   |              | 20         |    |
|      | Director of the firm <ul style="list-style-type: none"> <li>• Holder of degree in relevant Engineering field ----- 6</li> <li>• Holder of diploma in relevant Engineering field ----- 3</li> <li>• Holder of certificate in relevant Engineering field----- 1</li> <li>• Holder of trade test certificate in relevant Engineering field --- 1</li> <li>• No relevant certificate ----- 0</li> </ul> | 6            |            |    |
|      | At least 1No. degree holder of key personnel in Building Construction, Structural engineering or relevant field <ul style="list-style-type: none"> <li>• With over 10 years relevant experience ----- 6</li> <li>• With over 5 years relevant experience----- 3</li> <li>• With under 5 years relevant experience ----- 1</li> </ul>  | 6            |            |    |
|      | At least 1No Diploma holder of key personnel in relevant field <ul style="list-style-type: none"> <li>• With over 10 years relevant experience----- 4</li> <li>• With over 5 years relevant experience ----- 2</li> <li>• With under 5 years relevant experience -----1</li> </ul>  | 4            |            |    |
|      | At least 2No artisan (trade test certificate in relevant field) <ul style="list-style-type: none"> <li>• Artisan with over 10 years relevant experience ----- 2</li> <li>• Artisan with under 10 years relevant experience ----- 1</li> <li>• Non skilled worker with over 10 years relevant experience ---- 1</li> </ul>   | 4            |            |    |
| ii   | Contract completed in the last five (5) years (Max of 5No. Projects)- <u>Provide Completion certificate as Evidence</u> <ul style="list-style-type: none"> <li>• Project of similar nature, complexity or magnitude ----- 5</li> <li>• Project of similar nature but of lower value than the one in consideration - 3</li> <li>• No completed project of similar nature -----0</li> </ul>           |              | 25         |    |
| iii  | On-going projects – <u>Provide Evidence</u> in form of Contract <ul style="list-style-type: none"> <li>• No Project of similar nature, complexity and magnitude -- 0</li> <li>• Three and below Projects of similar, nature complexity and magnitude -- 2</li> <li>• Five and above Projects of similar nature, complexity and magnitude --- 5</li> </ul>   |              | 5          |    |
| iv   | Schedule of contractors equipment and transport (proof or evidence of ownership/Lease) <p>a)Relevant Transport</p> <ul style="list-style-type: none"> <li>• Means of transport (Vehicle) ----- 5</li> <li>• No means of transport ----- 0</li> </ul>  |              | 5          | 10 |
|      | b)Relevant Equipment <ul style="list-style-type: none"> <li>• Has relevant equipment for work being tendered ----- 5</li> <li>• No relevant equipment for work being tendered ----- 0</li> </ul>  |              | 5          |    |

|              |  |  |            |
|--------------|--|--|------------|
| v            | Financial report   |  |            |
|              | a) Audited financial report (last three (3) years, 2019,2020 &2021) <ul style="list-style-type: none"> <li>• Average Annual Turn-over equal to or greater than the cost of the project - 15</li> <li>• Average Annual Turn-over above 50% but below 100% of the cost of the project ----- 6</li> </ul>   |  | 15         |
|              | <input type="checkbox"/> 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 ) <ul style="list-style-type: none"> <li>• Has financial resources to finance the projected monthly cash flow* for three months -----20</li> <li>• Has financial resources equal to the projected monthly cash flow*--10</li> <li>• Has financial resources less the projected monthly cash flow*--5</li> <li>• Has not indicated sources of financial resources ----- 0</li> </ul> |  | 20         |
| vi           | Litigation History <ul style="list-style-type: none"> <li>• Duly Filled ----- 5</li> <li>• Not filled ----- 0</li> </ul>   |  | 5          |
| <b>TOTAL</b> |  |  | <b>100</b> |

Any bidder who scores 70 points and above shall be considered for further evaluation

\*Monthly Cash Flow =Tender Sum/Contract Period

**TABLE 3: FINANCIAL EVALUATION**

Bids that pass the Technical Evaluation shall be subjected to the Financial Evaluation as follows:

- i) Tender Rates and Arithmetic Errors:  
Evaluation of the tender rates will constitute examination of:
  - (a) Pricing Consistency (same rates for similar items, price distribution amongst sections. etc;
  - (b) reasonableness of pricing (comparison with prevailing market levels); and
  - (c) arithmetic errors

The bidders who pass the test of price consistency and reasonableness, and accept their arithmetic errors (if any) shall finally be graded in terms of their submitted tender sums. The lowest bids in this group shall be the lowest evaluated price as per Section 86(1) of the Public Procurement & Asset Disposal Act 2015

**SECTION III**  
**CONDITIONS OF CONTRACT**

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## **SECTION III - CONDITIONS OF CONTRACT**

### **1. Definitions**

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

**“Bills of Quantities” means** the priced and completed Bill of Quantities forming part of the tender [where applicable].

**“Schedule of Rates”** means the priced Schedule of Rates forming part of the tender [where applicable].

**“The Completion Date”** means the date of completion of the Works as certified by the Employer’s Representative.

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

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

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

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

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

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

**“The Defects Liability Certificate”** is the certificate issued by Employer’s Representative upon correction of defects by the Contractor.

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

**“Drawings”** include calculations and other information provided or approved by the Employer’s Representative for the execution of the Contract.

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

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

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

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

**“Employer’s Representative”** is the person appointed by the Employer and notified to the Contractor for the purpose of supervision of the Works.



**“Specification”** means the Specification of the Works included in the Contract.

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

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

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

**“A Variation”** is an instruction given by the Employer’s Representative which varies the Works.

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

## **2. Contract Documents**

2.1 The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) Agreement,
- (2) Letter of Acceptance,
- (3) Contractor’s Tender,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,
- (7) Bills of Quantities or Schedule of Rates [whichever is applicable]

## **3. Employer’s Representative’s Decisions**

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

## **4. Works, Language and Law of Contract**

4.1 The Contractor shall construct and install the Works in accordance with the Contract documents. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Employer’s Representative, and complete them by the Intended Completion Date.

4.2 The ruling language of the Contract shall be English language and the law governing the Contract shall be the law of the Republic of Kenya.

## **5. Safety, Temporary works and Discoveries**

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

## **6 Work Program and Sub-contracting**

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

## **7 The site**

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

## **8 Instructions**

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

## **9 Extension of Completion Date**

- 9.1 The Employer's Representative shall extend the Completion Date if an occurrence arises which makes it impossible for completion to be achieved by the Intended Completion Date. The Employer's Representative shall decide whether and by how much to extend the Completion Date.

- 9.2 For the purposes of this clause, the following occurrences shall be valid for consideration;

Delay by:-

- (a) force majeure, or
- (b) reason of any exceptionally adverse weather conditions, or
- (c) reason of civil commotion, strike or lockout affecting any of the trades employed upon the Works or any of the trades engaged in the preparation, manufacture or transportation of any of the goods or materials required for the Works, or
- (d) reason of the Employer's Representative's instructions issued under these Conditions, or
- (e) reason of the contractor not having received in due time necessary instructions, drawings, details or levels from the Employer's Representative for which he specifically applied in writing on a date which having regard to the date for Completion stated in the appendix to these Conditions or to any extension of time then fixed under this clause was neither unreasonably distant from nor unreasonably close to the date on which it was necessary for him to receive the same, or
- (f) delay on the part of artists, tradesmen or others engaged by the Employer in executing work not forming part of this Contract, or
- (g) reason of delay by statutory or other services providers or similar bodies engaged directly by the Employer, or
- (h) reason of opening up for inspection of any Work covered up or of the testing or any of the Work, materials or goods in accordance with these conditions unless the inspection or test showed that the Work, materials or goods were not in accordance with this Contract, or
- (i) reason of delay in appointing a replacement Employer's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the Employer or his agents are contractually obliged to supply or to execute as the case may be, or
- (k) delay in receiving possession of or access to the Site.

## **10 Management Meetings**

- 10.1 A Contract management meeting shall be held regularly and attended by the Employer's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Employer's Representative shall record the business of

management meetings and provide copies of the record to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Employer's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.

10.2 Communication between parties shall be effective only when in writing.

## **11 Defects**

11.1 The Employer's Representative shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibilities. The Employer's Representative may instruct the Contractor to search for a defect and to uncover and test any Work that the Employer's Representative considers may have a defect. Should the defect be found, the cost of uncovering and making good shall be borne by the Contractor. However if there is no defect found, the cost of uncovering and making good shall be treated as a variation and added to the Contract Price.

11.2 The Employer's Representative shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract.

11.3 Every time notice of a defect is given, the Contractor shall correct the notified defect within the length of time specified by the Employer's Representative's notice. If the Contractor has not corrected a defect within the time specified in the Employer's Representative's notice, the Employer's Representative will assess the cost of having the defect corrected by other parties and such cost shall be treated as a variation and be deducted from the Contract Price.

## **12 Bills of Quantities/Schedule of Rates**

12.1 The Bills of Quantities/Schedule of Rates shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rates in the Bills of Quantities/Schedule of Rates for each item. Items against which no rate is entered by the Tenderer will not be paid for when executed and shall be deemed covered by the rates for other items in the Bills of Quantities/Schedule of Rates.

12.2 Where Bills of Quantities do not form part of the Contract, the Contract Price shall be a lump sum (which shall be deemed to have been based on the rates in the Schedule of Rates forming part of the tender) and shall be subject to re-measurement after each stage.

## **13 Variations**

13.1 The Contractor shall provide the Employer's Representative with a quotation for carrying out the variations when requested to do so. The Employer's Representative

shall assess the quotation and shall obtain the necessary authority from the Employer before the variation is ordered.

- 13.2 If the Work in the variation corresponds with an item description in the Bill of Quantities/Schedule of Rates, the rate in the Bill of Quantities/Schedule of Rates shall be used to calculate the value of the variation. If the nature of the Work in the variation does not correspond with items in the Bill of Quantities/Schedule of Rates, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.
- 13.3 If the Contractor's quotation is unreasonable, the Employer's Representative may order the variation and make a change to the Contract Price, which shall be based on the Employer's Representative's own forecast of the effects of the variation on the Contractor's costs.

#### **14 Payment Certificates and Final Account**

- 14.1 The Contractor shall be paid after each of the following stages of Work listed herebelow (subject to re-measurement by the Employer's Representative of the Work done in each stage before payment is made). In case of lump-sum Contracts, the valuation for each stage shall be based on the quantities so obtained in the re-measurement and the rates in the Schedule of Rates.
- (i) Advance payment \_\_\_\_\_ (*percent of Contract Price, [after Contract execution] to be inserted by the Employer*).
  - (ii) First stage (*define stage*) \_\_\_\_\_
  - (iii) Second stage (*define stage*) \_\_\_\_\_
  - (iv) Third stage (*define stage*) \_\_\_\_\_
  - (v) After defects liability period.
- 14.2 Upon deciding that Works included in a particular stage are complete, the Contractor shall submit to the Employer's Representative his application for payment. The Employer's Representative shall check, adjust if necessary and certify the amount to be paid to the Contractor within 21 days of receipt of the Contractor's application. The Employer shall pay the Contractor the amounts so certified within 30 days of the date of issue of each Interim Certificate.
- 14.3 The Contractor shall supply the Employer's Representative with a detailed final account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer's Representative shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not,

the Employer's Representative shall issue within 21 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Employer's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The Employer shall pay the Contractor the amount so certified within 60 days of the issue of the Final Payment Certificate.

- 14.4 If the period laid down for payment to the Contractor upon each of the Employer's Representative's Certificate by the Employer has been exceeded, the Contractor shall be entitled to claim simple interest calculated pro-rata on the basis of the number of days delayed at the

Central Bank of Kenya's average base lending rate prevailing on the first day the payment becomes overdue. The Contractor will be required to notify the Employer within 15 days of receipt of delayed payments of his intentions to claim interest.

## **15. Insurance**

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

## **16. Liquidated Damages**

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

## **17. Completion and Taking Over**

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

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

## **18. Termination**

- 18.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following;
- (a) the Contractor stops Work for 30 days continuously without reasonable cause or authority from the Employer's

Representative;

- (b) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (c) a payment certified by the Employer's Representative is not paid by the Employer to the Contractor within 30 days after the expiry of the payment periods stated in sub clauses 14.2 and 14.3 hereinabove.
- (d) the Employer's Representative 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.

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

## **19. Payment Upon Termination**

19.1 The Employer may employ and pay other persons to carry out and complete the Works and to rectify any defects and may enter upon the Works and use all materials on Site, plant, equipment and temporary works.

19.2 The Contractor shall, during the execution or after the completion of the Works under this clause, remove from the Site as and when required within such reasonable time as the Employer's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the Employer may (without being responsible for any loss or damage) remove and sell any such property of the Contractor, holding the proceeds less all costs incurred to the credit of the Contractor.

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

## **20. Corrupt Gifts and Payments of Commission**

20.1 The Contractor shall not;

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

## **21. Settlement of Disputes**

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

## **APPENDIX TO CONDITIONS OF CONTRACT**

THE EMPLOYER IS

Name:

Address:

Name of Employer's Representative:

Title;



Telephone:

The name (and identification number) of the Contract is -----  
-----

The Works consist of **PROPOSED RENOVATIONS AT KWALE REGIONAL  
MINING OFFICE IN KWALE COUNTY**

The Start Date shall be agreed with the P.M

The Intended Completion Date for the whole of the Works shall be **8** weeks from the start date.

The following documents also form part of the Contract; agreement,  
letter of acceptance, contractors tender, conditions of contract, specifications, drawings, bills of  
quantities

The Site Possession Date shall be agreed with the project manager

The Site is located at ..... and is defined in drawings nos.

---

The Defects Liability Period is six months from the date of practical completion

Amount of Tender Security is ----- = (Note: This amount should be between one (0) percent  
and three (3) percent of the value of the Works)

The name and Address of the Employer for the purposes of submission of tenders is -----  
-----

The tender opening date and time is ----- A:m (*insert tender opening time*) on ----- day of -----  
---- 200----(*insert date of tender opening*)

The amount of performance security is 10% of the tender sum (Note: the Employer must select the  
form of performance security to be accepted. A bank guarantee of between five (5) and ten (10)  
percent is acceptable. A performance bond on the other hand from an insurance company may be of  
upto thirty (30) percent of the Contract Price).

## **SECTION IV – SPECIFICATIONS, DRAWINGS AND BILLS OF QUANTITIES/SCHEDULE OF RATES**

### **I. SPECIFICATIONS**

#### **Notes for preparing Specifications**

- 1.0 Specifications must be drafted to present a clear and precise statement of the required standards of materials and workmanship for tenderers to respond realistically and competitively to the requirements of the Employer and ensure responsiveness of tenders. The Specifications should require that all materials, plant, and other supplies to be permanently incorporated in the Works be new, unused, of the most recent or current models and incorporating all recent improvements in designs and materials unless provided otherwise in the Contract.

2.0 Specifications from previous similar projects are useful and it may not be necessary to rewrite specifications for every works contract.

3.0 Care must be taken in drafting Specifications to ensure they are not restrictive. In the specification of standards for materials, plant and workmanship existing Kenya Standards should be used as much as possible otherwise recognized international standards may also be used.

## **II DRAWINGS**

NOTE:

1. A list of the Contract Drawings should be inserted here
2. The actual Contract Drawings including Site plans should be annexed in a separate booklet

## **III BILL OF QUANTITIES/SCHEDULE OF RATES**

### **Notes for preparing Bills of Quantities**

1. The objectives of the Bills of Quantities are;
  - (a) to provide sufficient information on the quantities of Works to be performed to enable tenders to be prepared efficiently and accurately; and
  - (b) when a Contract has been entered into, to provide a priced Bill of Quantities for use in the periodic valuation of Works executed.

In order to attain these objectives, Works should be itemized in the Bill of Quantities in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Bill of Quantities should be as simple and brief as possible.

### **Notes for preparing Schedule of Rates**

Where the time limit or other constraints do not allow the preparation of a Bill of Quantities for the Works, a lump-sum Contract shall be adopted and a Schedule of Rates (in place of a Bills of Quantities) shall be issued as part of the tender documents.

The objectives of the Schedule of Rates are;

- (a) to provide sufficient information on the nature of work items to be performed to enable tenders to be prepared efficiently and accurately; and

- (b) when a Contract has been entered into, to provide a basis for the pricing of Works executed for interim and final valuations.

In order to attain these objectives, Works should be itemized in the Schedule of Rates in sufficient detail to distinguish between the different classes of Works, or between Works of the same nature carried out in different locations or other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of Schedule of Rates should be as simple and brief as possible.

Measurement of Work executed after every agreed stage should be done and the quantities so obtained used alongside the rates in the schedule to arrive at interim valuation [for each stage]and the final valuation.

## **SECTION V**

### **STANDARD FORMS**

#### **List of Standard Forms**

- (i) Form of Invitation for Tenders**
- (ii) Form of Tender**
- (iii) Letter of Acceptance**

- (iv) Form of Agreement**
- (v) Form of Tender Security**
- (vi) Performance Bank Guarantee**
- (vii) Performance Bond**
- (viii) Bank Guarantee for Advance Payment**
- (ix) Qualification Information**
- (x) Tender Questionnaire**
- (xi) Confidential Business Questionnaire**
- (xii) Details of Sub-Contractors**

**FORM OF INVITATION FOR TENDERS**

\_\_\_\_\_ [date]

To: \_\_\_\_\_ [name of Contractor]  
 \_\_\_\_\_ [address]

Dear Sirs:

Reference: Propose-----  
 -----[Contract Name]

You have been pre-qualified to tender for the above project.

We hereby invite you and other pre-qualified tenderers to submit a tender for the execution and completion of the above Contract.

A complete set of tender documents may be purchased by you from -----  
-----P.O.Box-----  
*[mailing address, cable/telex/facsimile numbers].*

Upon payment of a non-refundable fee of Kshs...../= **IN BANKERS  
CHEQUE or Cash**

All tenders must be accompanied by \_\_\_\_\_ number of copies of the same and a tender security in the form and amount specified in the tendering documents, and must be delivered into to -  
-----,  
*[address and location]*

at or before -----am/Pm 200----(*time and date*). Tenders will be opened immediately thereafter, in the presence of tenderers' representatives who choose to attend.

Please confirm receipt of this letter immediately in writing by cable/facsimile or telex.

Yours faithfully,

\_\_\_\_\_ Authorised Signature

\_\_\_\_\_ Name and Title

## FORM OF TENDER

TO: \_\_\_\_\_ [*Name of Employer*] \_\_\_\_\_ [*Date*]  
\_\_\_\_\_ [*Name of Contract*]

Dear Sir,

1. In accordance with the Conditions of Contract, Specifications, Drawings and Bills of Quantities/Schedule of Rates for the execution of the above named Works, we, the undersigned offer to construct, install and complete such Works and remedy any defects therein for the sum of Kshs. \_\_\_\_\_ [*Amount in figures*] Kenya

Shillings \_\_\_\_\_  
\_\_\_\_\_ [Amount in words]

2. We undertake, if our tender is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Employer's Representative's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.
3. We agree to abide by this tender until \_\_\_\_\_ [Insert date], and it shall remain binding upon us and may be accepted at any time before that date.
4. Unless and until a formal Agreement is prepared and executed this tender together with your written acceptance thereof, shall constitute a binding Contract between us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_

duly authorized to sign tenders for and on behalf of  
\_\_\_\_\_ [Name of Tenderer] of  
\_\_\_\_\_ [Address of Tenderer]

Witness; Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

*(Amend accordingly if provided by Insurance Company)*

**LETTER OF ACCEPTANCE**  
**[letterhead paper of the Employer]**

\_\_\_\_\_ [date]

To: \_\_\_\_\_  
\_\_\_\_\_ [name of the Contractor]

\_\_\_\_\_   
 [address of the Contractor]

Dear Sir,

This is to notify you that your Tender dated \_\_\_\_\_ for the execution of \_\_\_\_\_   
 [name of the Contract and identification number, as given in the Tender documents] for the Contract Price of Kshs. \_\_\_\_\_ [amount in figures][Kenya Shillings \_\_\_\_\_ (amount in words) ] in accordance with the Instructions to Tenderers is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

Authorized Signature .....

Name and Title of Signatory .....

Attachment : Agreement

### FORM OF AGREEMENT

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



WHEREAS THE Employer is desirous that the Contractor executes

\_\_\_\_\_ (name and identification number of Contract ) (hereinafter called “the Works”) located at \_\_\_\_\_ [Place/location of the Works] and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs \_\_\_\_\_ [Amount in figures], Kenya Shillings \_\_\_\_\_ [Amount in words].

NOW THIS AGREEMENT WITNESSETH as follows:

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

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

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

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

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

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

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

In the presence of (i) Name \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

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

Address \_\_\_\_\_

Signature \_\_\_\_\_

### FORM OF TENDER SECURITY

WHEREAS .....(hereinafter called “the Tenderer”) has submitted his tender dated ..... for the construction of ..... (name of Contract)

KNOW ALL PEOPLE by these presents that WE ..... having our registered office at .....(hereinafter called “the Bank”), are bound unto .....(hereinafter called “the Employer”) in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this ..... Day of

.....20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers  
Or
2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
  - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
  - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

|               |                                |
|---------------|--------------------------------|
| _____         | _____                          |
| <i>[date]</i> | <i>[signature of the Bank]</i> |

|                  |               |
|------------------|---------------|
| _____            | _____         |
| <i>[witness]</i> | <i>[seal]</i> |

**PERFORMANCE BANK GUARANTEE**

To: \_\_\_\_\_(Name of Employer)\_\_\_\_\_ (Date)  
\_\_\_\_\_ (Address of Employer)

Dear Sir,

WHEREAS \_\_\_\_\_(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. \_\_\_\_\_ dated \_\_\_\_\_ to execute \_\_\_\_\_ (hereinafter called “the Works”);

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. \_\_\_\_\_ (*amount of Guarantee in figures*) Kenya Shillings \_\_\_\_\_ (*amount of Guarantee in words*), and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings \_\_\_\_\_ (*amount of Guarantee in words*) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_ (*Amend accordingly if provided by Insurance Company*)

### **PERFORMANCE BOND**

By this Bond, We \_\_\_\_\_ of (or whose registered office is situated at] \_\_\_\_\_

as Principal (hereinafter called "the Contractor") and \_\_\_\_\_ of [or whose registered office is situated at] \_\_\_\_\_

as Surety (hereinafter called "the Surety"), are held and firmly bound unto \_\_\_\_\_ of [or

whose registered office is situated at] \_\_\_\_\_

as Obligee (hereinafter called "the Employer") in the amount of Kshs. \_\_\_\_\_ [*amount of Bond in figures*] Kenya Shillings

\_\_\_\_\_  
[*amount of Bond in words*], for the payment of which sum well and truly, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Contractor has entered into a Contract with the Employer dated the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ for the execution of

\_\_\_\_\_  
[*name of Contract*] in accordance with the Contract documents, Specifications and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are hereinafter referred to as the Contract.

NOW THEREFORE, the Condition of this Obligation is such that, if the Contractor shall promptly and faithfully perform the said Contract (including any amendments thereto), then this obligation shall be null and void; otherwise it shall remain in full force and effect. Whenever the Contractor shall be, and declared by the Employer to be, in default under the Contract, the Employer having performed the Employer's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- (1) complete the Contract in accordance with its terms and conditions; or
- (2) obtain a tender or tenders from qualified tenderers for submission to the Employer for completing the Contract in accordance with its terms and conditions, and upon determination by the Employer and the Surety of the lowest responsive tenderer, arrange for a Contract between such tenderer and Employer and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof.

The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable by the Employer to the Contractor under the Contract, less the amount properly paid by the Employer to the Contractor; or

- (3) pay the Employer the amount required by the Employer to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond.

Any suit under this Bond must be instituted before the expiration of one year from the date of issuance of the Certificate of Completion.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Employer named herein or the heirs, executors, administrators, successors and assigns of the Employer.

In testimony whereof, the Contractor has hereunto set his hand and affixed his seal, and the Surety has caused these presents to be sealed with his corporate seal duly attested by the signature of his legal representative, this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

SIGNED ON \_\_\_\_\_ SIGNED ON \_\_\_\_\_

On behalf of \_\_\_\_\_ On behalf of \_\_\_\_\_  
*[name of Contractor]* *[name of Surety]*

By \_\_\_\_\_ By \_\_\_\_\_

In the capacity of \_\_\_\_\_ In the capacity of \_\_\_\_\_

In the presence of;Name \_\_\_\_\_ In the presence of;Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## **BANK GUARANTEE FOR ADVANCE PAYMENT**

To: \_\_\_\_\_ *[name of Employer]* \_\_\_\_\_ *(Date)*  
\_\_\_\_\_ *[address of Employer]*

Gentlemen,

Ref: \_\_\_\_\_ *[name of Contract]*

In accordance with the provisions of the Conditions of Contract of the abovementioned Contract,  
We, \_\_\_\_\_ *[name and Address of Contractor]* (hereinafter

called “the Contractor”) shall deposit with \_\_\_\_\_ *[name of Employer]*  
a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount  
of Kshs. \_\_\_\_\_ *[amount of Guarantee in figures]* Kenya  
Shillings \_\_\_\_\_ *[amount of Guarantee in words]*.

We, \_\_\_\_\_ *[bank or financial institution]*, as instructed by the Contractor, agree  
unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the  
payment to \_\_\_\_\_ *[name of Employer]* on his first demand without  
whatsoever right of objection on our part and without his first claim to the Contractor, in the amount  
not exceeding  
Kshs \_\_\_\_\_ *[amount of Guarantee in figures]* Kenya Shillings  
\_\_\_\_\_ *[amount of Guarantee in  
words]*, such amount to be reduced periodically by the amounts recovered by you from the proceeds  
of the Contract.

We further agree that no change or addition to or other modification of the terms of the Contract or of  
the Works to be performed thereunder or of any of the Contract documents which may be made  
between \_\_\_\_\_ *[name of Employer]* and the Contractor, shall in any way  
release us from any liability under this guarantee, and we hereby waive notice of any such change,  
addition or modification.

No drawing may be made by you under this guarantee until we have received notice in writing from  
you that an advance payment of the amount listed above has been paid to the Contractor pursuant to  
the Contract.

This guarantee shall remain valid and in full effect from the date of the  
advance payment under the Contract until  
\_\_\_\_\_ *(name of Employer)* receives full payment of  
the same amount from the Contract.

Yours faithfully,

Signature and Seal \_\_\_\_\_

Name of the Bank or financial institution \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Witness: Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

Date: \_\_\_\_\_

## **QUALIFICATION INFORMATION**

### **1. Individual Tenderers or Individual Members of Joint Ventures**

1.1 Constitution or legal status of tenderer (attach copy or Incorporation Certificate);  
Place of registration: \_\_\_\_\_

Principal place of business \_\_\_\_\_

Power of attorney of signatory of tender \_\_\_\_\_

1.2 Total annual volume of construction work performed in the last five years



| Year | Volume   |       |
|------|----------|-------|
|      | Currency | Value |
|      |          |       |

1.3 Work performed as Main Contractor on works of a similar nature and volume over the last five years. Also list details of work under way or committed, including expected completion date.

| Project name | Name of client and contact person | Type of work performed and year of completion | Value of Contract |
|--------------|-----------------------------------|---|-------------------|
| _____        | _____                             | _____   | _____             |
| _____        | _____                             | _____   | _____             |
| _____        | _____                             | _____   | _____             |

1.4 Major items of Contractor's Equipment proposed for carrying out the Works. List all information requested below.

| Item of Equipment | Description, Make and age (years) | Condition(new, good, poor) and number available | Owned, leased (from whom?), or to be purchased (from whom?) |
|-------------------|-----------------------------------|---|---|
| _____             | _____                             | _____   |   |
| _____             | _____                             | _____   |   |
| _____             | _____                             | _____   |   |
| (etc.)            |                                   |   |   |

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Attach biographical data.

| Position        | Name  | Years of experience (general) | Years of experience in proposed position |
|-----------------|-------|-------------------------------|--|
| Project Manager |       |                               |  |
| _____           | _____ | _____                         | _____                                    |
| _____           | _____ | _____                         | _____                                    |
| _____           | _____ | _____                         | _____                                    |
| (etc.)          |       |                               |  |

1.6 Financial reports for the last five years: balance sheets, profit and loss statements, auditor's reports, etc. List below and attach copies.

\_\_\_\_\_

\_\_\_\_\_

1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of supportive documents.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1.8 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the Employer.

\_\_\_\_\_

\_\_\_\_\_

1.9 Statement of compliance with the requirements of Clause 1.2 of the Instructions to Tenderers.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

1.10 Proposed program (work method and schedule) for the whole of the Works.

**2 Joint Ventures**

2.4 The information listed in 1.1 – 1.10 above shall be provided for each partner of the joint venture.

2.5 The information required in 1.11 above shall be provided for the joint venture.

- 2.6 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture
- 2.7 Attach the Agreement among all partners of the joint venture ( and which is legally binding on all partners), which shows that:
- a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
  - b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and
  - c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

## **TENDER QUESTIONNAIRE**

Please fill in block letters.

1. Full names of tenderer;

.....

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

.....

3. Telephone number (s) of tenderer;

.....

4. Telex of tenderer;

.....

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

.....

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

.....

.....

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

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

**CONFIDENTIAL BUSINESS QUESTIONNAIRE**

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

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

*Part 1 – General*

Business Name .....

Location of business premises; Country/Town.....

Plot No..... Street/Road .....

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

Nature of Business.....

Current Trade Licence No..... Expiring date.....

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

Name of your bankers.....

Branch.....

*Part 2 (a) – Sole Proprietor*

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

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

Citizenship details .....

*Part 2 (b) – Partnership*

*Give details of partners as follows:*

|   | <i>Name in full</i> | <i>Nationality</i> | <i>Citizenship Details</i> | <i>Shares</i> |
|---|---------------------|--------------------|----------------------------|---------------|
| 1 | .....               | .....              | .....                      | .....         |
| 2 | .....               | .....              | .....                      | .....         |
| 3 | .....               | .....              | .....                      | .....         |

**DETAILS OF SUB-CONTRACTORS**

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

Failure to comply with this requirement may invalidate the tender.

- (1) Portion of Works to be sublet: .....
- (i) Full name of Sub-contractor  
and address of head office: .....
- .....
- (ii) Sub-contractor's experience of  
similar works carried out in the last  
3 years with  
Contract value: .....
- .....
- .....
- (2) Portion of Works to sublet: .....
- (i) Full name of sub-contractor  
and address of head office: .....
- .....
- .....
- (ii) Sub-contractor's experience of similar works carried out  
in the last 3 years with  
contract value: .....
- .....

\_\_\_\_\_  
[Signature of Tenderer)

\_\_\_\_\_  
Date

**LETTER OF NOTIFICATION OF AWARD**

Address of Procuring Entity

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

RE: Tender No. \_\_\_\_\_

Tender Name \_\_\_\_\_

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

\_\_\_\_\_  
\_\_\_\_\_

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

*(FULL PARTICULARS)* \_\_\_\_\_  
\_\_\_\_\_

SIGNED FOR ACCOUNTING OFFICER

**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING  
OFFICE IN KWALE COUNTY (ALL PROVISIONAL)**

| ITEM     | DESCRIPTION   | AMOUNT |
|----------|---|--------|
|          | <b><u>PRELIMINARIES</u></b>   |        |
|          | <b>DEFINITIONS OF TERMS</b>   |        |
| <b>A</b> | <b>Employer/Client</b>  |        |
|          | The Employer/Client is "STATE DEPARTMENT FOR MINING"  |        |
|          | The term " <b>Employer</b> "/" <b>Client</b> " and " <b>STATE DEPARTMENT FOR MINING</b> " wherever used in the contract document shall be synonymous.   |        |
| <b>B</b> | <b>Architect</b>  |        |
|          | The term "Architect" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is Kwale County Works Officer P.O Box 4-80403 Kwale.   |        |
| <b>C</b> |   |        |
|          | <b>Quantity Surveyor.</b>   |        |
|          | The term "Quantity Surveyor" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is Kwale County Works Officer P.O Box 480403 Kwale.  |        |
| <b>D</b> | <b>Civil and Structural Engineer</b>  |        |
|          | The term "Civil and Structural Engineer" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is Kwale County Works Officer P.O Box 480403 Kwale.  |        |
| <b>D</b> | <b>Electrical Engineer</b>  |        |
|          | The term "Electrical Engineer" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is Kwale County Works Officer P.O Box 480403 Kwale.  |        |
| <b>D</b> | <b>Mechanical Engineer</b>  |        |
|          | The term "Mechanical Engineer" shall be deemed to mean "The P.M " as defined above whose address unless otherwise notified is Kwale County Works Officer P.O Box 480403 Kwale.  |        |
| <b>E</b> | <b>The Contractor</b>   |        |
|          | The term "The Contractor" whenever used hereinafter and in all contract documents shall mean the Person or Persons, Partnership, Firm or Company whose tender/quotation for the works as hereinafter defined has been accepted by the Client and who is or their heirs, executors, administrators, assignees, successors are duly appointed representative. |        |



**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING  
OFFICE IN KWALE COUNTY (ALL PROVISIONAL)**

|          |  |  |
|----------|--|--|
| <b>F</b> | <p><b>The Works</b></p> <p>The term "The Works" wherever used hereinafter and in all or any portion of the works as described, materials and articles wherever the same are being manufactured or prepared which are to be used in the execution of this contract, and whether the same be on site of the works or not. The term "The Works" shall also be deemed to include the work of all variations in accordance with the Contract.</p> |  |
|          | <b>carried to collection</b>   |  |

| ITEM     | DESCRIPTION   | AMOUNT |
|----------|---|--------|
| <b>A</b> | <p><b>The Contract</b></p> <p>The term "The Contract" wherever used hereinafter and in all Contract Documents shall mean the Tender, Articles of Agreement and Conditions of Contract, Contract Drawings and Priced and signed Bills of Quantities.</p>             |        |
| <b>B</b> | <p><b>Approved, Directed and Selected</b></p> <p>The terms "Approved," "Directed," and "Selected" wherever used hereinafter shall mean an approved, direction and selection of or by the Architect's representative.</p>  |        |
| <b>C</b> | <p><b>Defects Liability Period</b></p> <p>Defects Liability Period shall mean the period expiring stated in the appendix or agreement form, from practical completion of the works or at the end of the rainy season whichever is later.</p>                        |        |
| <b>D</b> | <p><b>Specifications</b></p> <p>"Specifications" of materials and workmanship including works shall be as issued herein as "Preambles" and in the "Bill of Quantities"</p>  |        |
| <b>E</b> | <p><b>Time for Completion</b></p> <p>This term wherever used herein shall mean the period of time stated by the Contractor in the Form of Tender within which he understates to complete the works. This time shall commence on the date of possession of site.</p> |        |
| <b>F</b> | <p><b>Temporary Works</b></p> <p>"Temporary Works" shall mean all temporary works of every kind required for execution, completion and maintenance of the works as agreed.</p>  |        |

**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING  
OFFICE IN KWALE COUNTY (ALL PROVISIONAL)**

|          |  |  |
|----------|--|--|
| <b>G</b> | <b>FORM OF CONTRACT</b><br><br>The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works (2021 Edition) and its regulations included herein. The <b>Conditions of Contract</b> are also included herein. Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities. |  |
|          | carried to collection  |  |

**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING  
OFFICE IN KWALE COUNTY (ALL PROVISIONAL)**

| ITEM | DESCRIPTION  | AMOUNT |
|------|--|--------|
| A    | <p><b>Abbreviations</b><br/>Abbreviations used in this Bills of Quantities shall be interpreted as follows:-</p> <p>B.S - Shall mean The current British Standard Specifications by the British Standard institution 2 Park Street London W.1 England.</p> <p>M or LM - Shall mean Linear Meter</p> <p>Sm - Shall mean Square Meter</p> <p>Cm- Shall mean Cubic Meter</p> <p>Kg - Shall mean Kilogrammes</p> <p>MM - Shall mean Millimetre</p> <p>No. - Shall mean Number</p> <p>R.C - Shall mean Reinforced Concrete</p> <p>V.R.C - Shall mean Vibrated Reinforced Concrete</p> <p>Ditto- Shall mean The whole of the proceeding described except as quantified in the section in which it occurs. Prs - Shall mean Pairs</p> |        |
| B    | <p><b>Unfixed Materials</b><br/>"Unfixed Materials" shall mean materials, and goods intended for and placed upon or adjacent to the works but not incorporated in the works.</p>   |        |
| C    | <p><b>Individual Liability</b><br/>Neither the Employer nor the Architect's Representative, nor any of their employees shall in any way be personally bound by any obligation imposed by the contract or liable for any act, default or omission in the observance or performance of any part of the contract. imposed by the contract or liable for any act, default or omission in the observance</p>  |        |
|      | <p><b>carried to collection</b></p>  |        |

**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING  
OFFICE IN KWALE COUNTY (ALL PROVISIONAL)**

| ITEM | DESCRIPTION   | AMOUNT |
|------|---|--------|
| A    | <p><b>Location of Site</b></p> <p>The proposed Construction Works will be located at <b>Kwale Regional Mining Office</b> in <b>Kwale County</b>.The Contractor is advised to visit the site, to familiarize with the nature and position of the site. No claims arising from the Contractor’s failure to do so will be entertained.</p>   |        |
| B    | <p><b>Scope of the Works</b></p> <p>The major works to be carried out in this contract include renovation of existing main building, washrooms, boundary wall, car park, guard house and Construction of a new Store</p>  |        |
| C    | <p><b>Site Clearance</b></p> <p>The Contractor shall clear the construction areas within the site of all natural or artificial obstructions which would interfere with construction of buildings, roads, paths and drains.</p>  |        |
| D    | <p><b>Ants, Termite Nests and Rodents</b></p> <p>Clear away all ant/termite hills and nests over the area of the site excavate for, locate and destroy queens. Treat the cavity formed by the removal of the nest as described herein under "soil sterization" and backfill with approved material well rammed and consolidated in layers not exceeding 300mm thick.</p>  |        |
| E    | <p><b>Dayworks</b></p> <p>The Architect may if in his opinion it is necessary or desirable, order in writing that any additional or substituted work shall be executed on daywork basis. The contractor shall then be paid for such work in accordance with daywork schedule of rates to be arrived thereon.</p> <p>All materials, plant time and labour time expended on account of day works must be approved and ascertained by the Architect.</p> |        |
| F    | <p><b>Existing property</b></p> <p>The contractor shall take all precautions to avoid damages to all existing property including roads, cables, telecommunication equipments, drains and other services. He shall be held responsible for and shall make good all such damages arising from the execution of this contract at his own expenses to the satisfaction of the Architect.</p>  |        |

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OFFICE IN KWALE COUNTY (ALL PROVISIONAL)**

|          |   |  |
|----------|---|--|
| <b>G</b> | <p><b>Removing of rubbish and cleaning.</b><br/>The contractor shall remove all rubbish and debris from the site as it accumulates and on completion of the works. All plant, scaffolding and unused materials must also be removed on completion of the works.</p> |  |
|          | <b>carried to collection</b>  |  |

| ITEM     | DESCRIPTION  | AMOUNT |
|----------|--|--------|
| <b>A</b> | <p><b>Labour regulations</b><br/>The contractor shall strictly adhere to the relevant current labour regulations regarding emoluments, working hours and working conditions. These regulations must be displayed at all times during the execution of this contract for the information of employees in all places used for the execution of the contract.</p> <p>The contractor shall recognize the freedom of employees to belong to the Trade Union and maintain daily records in English and the time worked and wages paid to individual employees.</p> |        |
| <b>B</b> | <p><b>Signboard</b><br/>The contractor shall provide and erect a sign board on the site showing the title of the project, the name and address of the employer, the consultants, nominated subcontractors, nominated suppliers and such other information as may be required by the Architect. The Board shall be maintained in good condition and removed after the expiry of the Defect Liability Period or any other earlier time if directed by the Architect. The Architect shall direct on the actual location of the board.</p>                       |        |
| <b>C</b> | <p><b>Supervision and working hours</b><br/>The works shall be executed under the direction and reasonable satisfaction of the Architect who shall at all times during normal working hours have access to all works and any other places where such work is being prepared for the contract.</p> <p>Working hours shall be those generally in force in the Building and Civil Engineering trades in Kenya. No work should be carried out at night or on gazetted holidays unless the Architect shall so direct.</p>   |        |

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|          |  |  |
|----------|--|--|
| <b>D</b> | <p><b>Insurance</b><br/>The contract shall insure as required in the Articles of Agreement. No payment on account of the work done executed shall be made to the contractor until he has satisfied the Architect either by production of an insurance policy or an insurance certificate that the provisions of the foregoing insurance clause have been complied with in connection with the works and pay all costs and fee in connection therewith.</p> |  |
|          | <b>carried to collection</b>   |  |

| ITEM     | DESCRIPTION  | AMOUNT |
|----------|--|--------|
| <b>A</b> | <p><b>Hoarding</b><br/>The contractor shall provide hoarding around the site which shall be cleared and removed from the site at completion of the works.</p>  |        |
| <b>B</b> | <p><b>Sufficiency of tender</b><br/>The 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 priced Bills of Quantities which rates and prices shall cover all his obligations under the contract and all matters and things necessary for proper completion and maintenance of the works.</p>                                       |        |
| <b>C</b> | <p><b>Samples</b><br/>The contractor shall furnish at the earliest possible opportunity before the relevant section of the work commences at his cost, any samples of materials or workmanship that may be called for by the Architect for his approval and any further samples in the case of rejection until they are approved. Such samples, when approved shall be the minimum standard for the works to which they apply.</p> |        |

**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING  
OFFICE IN KWALE COUNTY (ALL PROVISIONAL)**

|                 |  |                        |
|-----------------|--|------------------------|
| <p><b>D</b></p> | <p><b>Materials, tools, plants and scaffolding</b><br/> The contractor shall be responsible for the provision of all materials, scaffolding, tools, plants transport and workmen required for the works except insofar as may be stated otherwise herein.</p> <p>All materials and workmanship used in the execution of the works shall be of the best quality and description. Any materials condemned by the Architect or the Engineers shall immediately be removed from the site at the contractor's cost.</p> <p>All plants, tools and scaffolding shall comply with all regulations whether general or local which are in force throughout the period of the contract and shall be altered or adapted during the contract as may be necessary to comply with any amendments in or additions to such regulations.</p> |                        |
| <p><b>E</b></p> | <p><b>Transport to and from the site</b><br/> The contractor shall allow in his rates and prices for the transport of materials, workmen etc. to and from the site for the proposed works, at such hours and by such routes and means as are permitted by the authorities.</p>   |                        |
|                 | <p>carried to collection</p>   | <p align="right">-</p> |

**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING  
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| ITEM | DESCRIPTION   | AMOUNT |
|------|---|--------|
| A    | <p><b>Progress chart</b><br/>Immediately after signing the contract the Contractor is to prepare a time Progress Chart showing time and order in which they propose to carry out the works within the total construction time stated in the contract.</p>   |        |
| B    | <p><b>Water for the works</b><br/>The contractor shall provide all water required for the works at his cost. All water for the works shall be fresh, clean, pure, and of potable quality, free of earthly vegetable or other organic matter, oil, acid or alkaline substances in solution or suspension.</p>  |        |
| C    | <p><b>Lighting and power</b><br/>The contractor shall provide all power for his work and that of the sub-contractors at his own cost. This includes providing alternative power during times of electricity mains power putages caused by any form of interruption including scheduled or unscheduled rationing.</p> <p>All temporary connections, extension wiring and fittings in connection thereof, including removal and making good at completion, shall be the responsibility of the contractor.</p> |        |
| D    | <p><b>Nuisance</b><br/>The Contractor shall be responsible for taking all steps to ensure that his workmen, agents etc, do not interfere with the property in the proximity of the works.</p>   |        |
| E    | <p><b>Labour camp</b><br/>No labour with the exception of a watchman may be accommodated on site and the contractor must allow for all costs involved in moving labour to and from the site.</p>  |        |
| F    | <p><b>Security of the works</b><br/>The Contractor shall be entirely responsible for the security of all the works, stores, materials, plants and shall provided adequate watching and lighting and other necessary safeguard to ensure this security and protection.</p>   |        |
| G    | <p><b>Cleaning up</b><br/>The contractor shall remove all rubbish from the site from time to time and on completion he must thoroughly clean up by sweeping or otherwise to leave the site for ready use. The contractor shall adopt all measures to ensure that the site is left clear and free from dirt.</p>   |        |
|      | <b>carried to collection</b>  | -      |



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OFFICE IN KWALE COUNTY (ALL PROVISIONAL)**

| ITEM            | DESCRIPTION   | AMOUNT |
|-----------------|---|--------|
| <p><b>A</b></p> | <p><b>Bond</b><br/>Before acceptance of his offer the Contractor shall be required to provide a Performance Bond in the amount of 10% of the contract sum from an approved Bank for due performance of this Contract.</p> <p>Alternatively cash bond to be deposited with the Client may be acceptable but at the discretion of the employer.</p> <p>The Bond is to be forfeited in the event of the Contractor failing to complete the works in accordance with this Contract. The Bond will be discharged on the satisfactory completion of The Bond will be discharged on the satisfactory completion of this contract as certified by the Architect. Should the Contractor start work before the bond is provided, no interim payment will be effected until this requirement is fulfilled.</p> |        |
| <p><b>B</b></p> | <p><b>Government taxes and levies</b></p> <p>The contractor's attention is drawn to all legal Notices, Acts, and regulations that require payment by the contractor of taxes, levies etc and his tender/quotation must include for all costs arising there from</p>   |        |
| <p><b>C</b></p> | <p><b>Value added tax</b></p> <p>The contractor's attention is drawn to the VAT Public Notice No. 6 of 5th August 1993 regarding the Finance Bill (1993) (and any subsequent amendments to-date) which requires the contractor to pay Value Added Tax (VAT) to the Government of Kenay for all contracts entered into afr 1st September 1993. The Contractor shall allow for VAT as is chargeable by the Government of Kenya. Current (2011), VAT is rated at 16%. All rates and lumpsums shall be deemed to be inclusive of 16% VAT.</p>   |        |
| <p><b>D</b></p> | <p><b>Contractors' Superintendent/Site Agent</b></p> <p>The contractor shall constantly keep on site of 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.</p> <p>Such agent or representative shall receive on behalf of the contractor all directions or instructions from the Architect/Engineer and such directions shall be deemed to have been given to the contractor in accordance with the Conditions of Contract.</p>  |        |
|                 | <p><b>Carried to collection</b></p>   |        |

**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING  
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| ITEM   | DESCRIPTION                  | AMOUNT |
|--|------------------------------|--------|
| <p><b>A</b></p> <p><b>Training levy</b></p> <p>The contractor's attention is drawn to Legal Notice No. 237 of October 1971 ( including any subsequent amendments thrto)., which requires payment by the contractor of a taining levy on all contracts of more than Shs. 50,000.00 in value and he should allow in thsi section of the Bills of Quantities for all costs arising or resulting therefrom.</p> <p><b>B</b></p> <p><b>Site diary</b></p> <p>A site diary shall be provided by the Contractor in the form of a double foolscap size still covered ruled book which should be kept available at all times on the site. Entries made in site diary by the Architect or his duly instructions given in writing and the Contractor shall confirm the same to the Architect within seven clear working days.</p> <p>All persons entering the working areas on whatever business shall be instructed by the contractor to record their visit in the diary giving their name, address and reason(s) for the visit.</p> <p><b>C</b></p> <p><b>Materials and workmanship</b></p> <p>The works are to be carried out with new materials of the best quality as specified and all works carried out in workman like manner.</p> <p>Where substitution of materials is permitted the substitutes shall not be of inferior quality to those originally specified.</p> <p>All materials shall be in accordance with British Standard Specifications ( B.S.) latest edition when such exists except where acceptable local standard is available. All materials shall be obtained from approved manufacturers and used in accordance with their instruction.</p> <p><b>D</b></p> <p><b>Rates for items</b></p> <p>Rates for items unless otherwise described shall include for conveyance and fitting, fixing in position straight cutting and waste, return of packages and for all established charges, profits etc.</p> |                              |        |
|  | <b>Carried to collection</b> | -      |

**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING  
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| ITEM            | DESCRIPTION   | AMOUNT |
|-----------------|---|--------|
| <p><b>A</b></p> | <p><b>OFFICE ETC. FOR THE PROJECT MANAGER</b></p> <p>The Contractor shall provide, erect and maintain where directed on site a properly ventilated lockable office for the consultants, having a minimum floor area of 40 Square Metres complete with furniture (Tables, chairs e.t.c). Provision shall be made for artificial lighting and cleaning facilities for the duration of the works. Upon completion the Contractor shall dismantle and clear away the office. He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up type water or bucket closet for the sole use of the PROJECT MANAGER including making temporary connections to the drain where applicable to the satisfaction of Government and Medical Officer of Health and shall provide services of cleaner and pay all conservancy charges and keep both office and closet in a clean and sanitary condition from commencement to the completion of the works and dismantle and make good disturbed surfaces. The office and closet shall be completed before the Contractor is permitted to commence the works. The Contractor shall make available on the Site as and when required by the "PROJECT MANAGER" a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.</p> |        |
| <p><b>B</b></p> | <p><b>STORAGE OF MATERIALS</b></p> <p>The Contractor shall provide at his own risk and cost where directed on the site weather proof lock-up sheds and make good damaged or disturbed surfaces upon completion to the satisfaction of the PROJECT MANAGER Nominated Sub-Contractors are to be made liable for the cost of any storage accommodation provided especially for their use.</p>  |        |
|                 | <p><b>Carried to collection</b></p>   |        |

**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING  
OFFICE IN KWALE COUNTY (ALL PROVISIONAL)**

| <b>ITEM</b> | <b>DESCRIPTION</b>                            | <b>AMOUNT</b> |
|-------------|---|---------------|
|             | <b><u>COLLECTION</u></b>                      |               |
|             | Brought forward from page PP/1                |               |
|             | Brought forward from page PP/2                |               |
|             | Brought forward from page PP/3                |               |
|             | Brought forward from page PP/4                |               |
|             | Brought forward from page PP/5                |               |
|             | Brought forward from page PP/6                |               |
|             | Brought forward from page PP/7                |               |
|             | Brought forward from page PP/8                |               |
|             | Brought forward from page PP/9                |               |
|             | Brought forward from page PP/10               |               |
|             | <b>PRELIMINARIES CARRIED TO GRAND SUMMARY</b> |               |

**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING OFFICE IN  
KWALE COUNTY (ALL PROVISIONAL)**

| ITEM | DESCRIPTION   | QTY | UNIT | RATE | AMT |
|------|---|-----|------|------|-----|
|      | <b><u>EXISTING BUILDINGS WORKS</u></b>  |     |      |      |     |
|      | <b><u>ELEMNET NO. 1</u></b>   |     |      |      |     |
|      | <b><u>DEMOLITIONS AND ALTERATIONS</u></b>   |     |      |      |     |
|      | <b><u>Doors</u></b>   |     |      |      |     |
| A    | Carefully remove existing dmaged door locks and cart away as directed by the project manager.   | 3   | NO   |      |     |
|      | <b><u>Windows</u></b>   |     |      |      |     |
| B    | Carefully demolish and remove existing 850mm1650mm (average)high Damaged Louvre Carriers complete with and including 30mm round bars burglar proofing grilles fixed all round to plastered and painted masonry walling and cart away debris as directed by the project manager. (Preserve Louvre Blades for refixing) | 21  | NO   |      |     |
| C    | Ditto gate house timber window  | 1   | NO   |      |     |
|      | <b><u>Mechanical Fittings</u></b>   |     |      |      |     |
| D    | Carefully demolish and remove existing damaged Wash hand basin complete with all the accessories including all connections to the services, waste, jointing to water supply overflow, supports and all plugging and screwing to walls and floors and cart away debris as directed by the project manager.             | 2   | NO   |      |     |
| E    | Ditto Water Closets ditto   | 3   | NO   |      |     |
|      | <b>TOTAL FOR ELEMENT NO.1 (DEMOLITIONS AND ALTERATIONS), CARRIED FORWARD TO SUMMARY</b>   |     |      |      |     |

**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING OFFICE IN  
KWALE COUNTY (ALL PROVISIONAL)**

| ITEM     | DESCRIPTION   | QTY | UNIT | RATE | AMT |
|----------|---|-----|------|------|-----|
|          | <b><u>ELEMNET NO. 2</u></b>   |     |      |      |     |
|          | <b><u>ROOFING</u></b>   |     |      |      |     |
| <b>A</b> | <b><u>Roof Covering</u></b> Supply and fix approved IT4 roof covering gauge/box profile 28G on 75mm fixed to timber purlins | 274 | SM   |      |     |
| <b>B</b> | Ditto ridge caps & Valley Gutters   | 51  | LM   |      |     |
|          | <b><u>CARPENTRY</u></b>   |     |      |      |     |
|          | <b><u>The following in Wrot cypress.</u></b>  |     |      |      |     |
| <b>C</b> | Supply and fix 25mm x 200 mm fascia and badgeboards   | 95  | LM   |      |     |
| <b>D</b> | <b><u>Sundries</u></b> Allow for repairing damged roof timber and treating with approved wood preservative                  | 1   | ITEM |      |     |
|          | <b><u>Rainwater goods</u></b>   |     |      |      |     |
|          | <b><u>Gutters</u></b>   |     |      |      |     |
| <b>E</b> | 150mm diameter P.V.C gutters fixed to fascia boards (m/s) with and including approved steel brackets at 1000mm centres      | 80  | LM   |      |     |
| <b>F</b> | Extra over gutter for corner gutters  | 4   | NO   |      |     |
| <b>G</b> | Extra over gutter for stopped ends.   | 6   | NO   |      |     |
| <b>H</b> | Ditto but for 100mm diameter outlet   | 6   | NO   |      |     |
|          | <b><u>Downpipe</u></b>  |     |      |      |     |
| <b>J</b> | 100mm diameter P.V.C downpipe fixed to wall with and include holder butts at 1000mm centres                                 | 18  | LM   |      |     |
| <b>K</b> | Extra over downpipe for swanneck 1200mm long  | 6   | NO   |      |     |
| <b>L</b> | Ditto horse shoe 300mm long   | 6   | NO   |      |     |
|          | <b><u>Decoration and painting</u></b>   |     |      |      |     |
| <b>M</b> | Prepare and apply undercoat and 3 coats of Rain-Proof Silicone matt wood paint to fascia and Badge boards 200 - 300mm girth | 95  | LM   |      |     |
|          | <b>TOTAL FOR ELEMENT NO. 2 (ROOFING),<br/>CARRIED FORWARD TO SUMMARY</b>  |     |      |      |     |

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| ITEM | DESCRIPTION   | QTY | UNIT | RATE | AMT |
|------|---|-----|------|------|-----|
|      | <b><u>ELEMENT NO. 3</u></b>   |     |      |      |     |
|      | <b><u>WINDOWS</u></b>   |     |      |      |     |
|      | <b><u>LOUVRE WINDOWS</u></b>  |     |      |      |     |
|      | <b><u>Supply and fix anadonised UPVC louvre jambs with 150mm wide blade carriers</u></b>  |     |      |      |     |
| A    | Set for 3 No. blade carriers.   | 50  | PRS  |      |     |
| B    | Set for 5 No. blade carriers.   | 6   | PRS  |      |     |
| C    | Set for 8 No. blade carriers.   | 50  | PRS  |      |     |
|      | <b><u>Glazing.</u></b>  |     |      |      |     |
| D    | 150 x 5mm glass panes with ground edges set loose in louvre clips.  | 18  | LM   |      |     |
|      | <b><u>Painting</u></b>  |     |      |      |     |
|      | <b><u>Knot,prime,stop,prepare and apply three coats polvurethane varnish to:-</u></b>   |     |      |      |     |
| E    | Frames exceeding 200mm but not exceeding 300mm girth  | 117 | LM   |      |     |
|      | <b><u>Supply and fix:-</u></b>  |     |      |      |     |
|      | <b><u>Supply, assemble and fix Aluminium glazed windows complete with frame, glazing beads, putty, infilled One-way tinted glass, window board, iron mongery, transoms, mullions, architrave, quadrant &amp; painted externally and internally.</u></b> |     |      |      |     |
| F    | Overall size 1200 x 1200mm high. (Gate House)   | 1   | NO.  |      |     |
|      | <b>TOTAL FOR ELEMENT NO. 3 (WINDOWS), CARRIED FORWARD TO SUMMARY</b>  |     |      |      |     |
|      | <b><u>ELEMENT NO. 4</u></b>   |     |      |      |     |
|      | <b><u>DOORS</u></b>   |     |      |      |     |
|      | <b><u>Supply and fix: -</u></b>   |     |      |      |     |
|      | <b><u>Wrot Cedar, or equal and approved Hardwood 'union' or equal and approved specification</u></b>  |     |      |      |     |
| G    | Supply and fix three lever mortice lock complete with furniture   | 14  | NO   |      |     |
| H    | Rubber door stop  | 14  | NO   |      |     |
| J    | Door closer hold open power 2/3 (Heavy duty)  | 12  | NO   |      |     |
| K    | Stainless steel satin Rectangular door signage size 150 X 75  | 14  | NO   |      |     |
|      | <b><u>Glazing</u></b>   |     |      |      |     |
| L    | Set for 3 No. blade carriers.   | 18  | PRS  |      |     |
| M    | 150 x 5mm glass panes with ground edges set loose in louvre clips.  | 1   | LM   |      |     |
|      | <b>TOTAL FOR ELEMENT NO. 4 (DOORS), CARRIED FORWARD TO SUMMARY</b>  |     |      |      |     |

**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING OFFICE IN  
KWALE COUNTY (ALL PROVISIONAL)**

| ITEM | DESCRIPTION  | QTY | UNIT | RATE | AMT |
|------|--|-----|------|------|-----|
|      | <b><u>ELEMENT NO. 5</u></b>  |     |      |      |     |
|      | <b><u>FINISHES</u></b>   |     |      |      |     |
|      | <b><u>Wall and Concrete painting and decorations</u></b>   |     |      |      |     |
| A    | Supply labour and material to remove old paint, lightly sand, clean and reskimcoat, and apply 3 coats of PVA based premium quality silk vinyl emulsion paint or other equal and approved to internal and external wall, and concrete surfaces. | 718 | SM   |      |     |
| B    | Ditto but PVA based premium quality silk vinyl waterproof emulsion paint or other equal and approved to entrance columns and gable wall  |     |      |      |     |
|      | <b><u>Sundries</u></b>   | 28  | SM   |      |     |
| C    | Allow for filling random cracks on wall and concrete surfaces  | 1   | ITEM |      |     |
|      | <b><u>Ceiling Finishes</u></b>   |     |      |      |     |
| D    | 12mm thiick heavy gauge T &G P.V.C ceiling nailed to timber brandering (m/s)   | 239 | SM   |      |     |
| E    | 100 x 25mm U.P.V.C cornice   | 206 | LM   |      |     |
| F    | Extra for forming trap door with cypress framing size 600 x 600mm  | 6   | NO   |      |     |
| G    | Supply and fix 9mm thick Gypsum board Ceiling to conference room including metal gridwork, filler & all necessary painting and decorations   |     |      |      |     |
|      | <b><u>Sundries</u></b>   | 27  | SM   |      |     |
| H    | Allow for repairing damged timber brandering   | 1   | ITEM |      |     |
|      | <b><u>Screed</u></b>   |     |      |      |     |
| J    | Supply materials and labour to hack existing floor screed and 32mm thick Cement and sand rescreeding (1:4) screeding smooth trowelled on guard house, latrine, verrandah and external parts of the building including forming grip strips.     |     |      |      |     |
|      | <b><u>Doors &amp; Windows</u></b>  | 134 | SM   |      |     |
| K    | Prepare and apply three coats of premium quality approved pinnotex wood paint to general wood surfaces   | 53  | SM   |      |     |
| L    | Ditto girth 100-200mm  | 255 | LM   |      |     |
| M    | Ditto girth not exceeding 100mm  | 511 | LM   |      |     |
|      | <b><u>Signwriting</u></b>  |     |      |      |     |



**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING OFFICE IN  
KWALE COUNTY (ALL PROVISIONAL)**

|  |   |   |      |  |  |
|--|---|---|------|--|--|
| N  | Allow for signwriting at the building entrance as directed and approved by the Project's Architect and the client on both sides | 1 | ITEM |  |  |
| <b>TOTAL FOR ELEMENT NO. 5 (FINISHES)<br/>CARRIED TO SUMMARY</b> |   |   |      |  |  |

| ITEM  | DESCRIPTION  | QTY | UNIT | RATE | AMOUNT |
|---|--|-----|------|------|--------|
| <b><u>ELEMENT NO. 6</u></b>   |  |     |      |      |        |
| <b><u>FITTINGS AND FIXTURES</u></b>   |  |     |      |      |        |
| <b><u>Worktops</u></b>  |  |     |      |      |        |
| A   | Plain concrete (1:3:6) in plinth   | 2   | SM   |      |        |
| B   | Reinforced concrete (1:2:4) in 100mm worktops' slabs   | 5   | SM   |      |        |
| C   | Extra over for boxing to form opening for sinks to the top of worktops' slabs  | 2   | NO   |      |        |
| <b><u>Marineply formwork to:</u></b>  |  |     |      |      |        |
| D   | Soffites of worktops' slabs  | 5   | SM   |      |        |
| E   | Edges of worktops' slabs 75-150mm high   | 6   | LM   |      |        |
| F   | BRC mesh type A142   | 5   | SM   |      |        |
| G   | 200mm thick coral block walling in cement/sand 1:3 mortar reinforced with hoop iron at every alternate course  | 3   | SM   |      |        |
| H   | 15mm thick cement sand (1:3) plaster to soffites of worktop  | 11  | SM   |      |        |
| J   | Ditto walls  | 6   | SM   |      |        |
| <b><u>Polished Terrazzo paving</u></b>                                      |  |     |      |      |        |
| K   | 38mm thick (24mm cement+sand backing & 15mm thick terrazzo layer) including rough and smooth sanding and polishing with acid to worktops and plinth          | 7   | SM   |      |        |
| L   | Ditto but to 100 mm wide edges   | 6   | LM   |      |        |
| <b><u>Office Carpet</u></b>   |  |     |      |      |        |
| M   | Supply and fix 8mm thick Wall to Wall state red office nylon carpet including all necessary fittings and furniture; All to approval from the Project Manager | 30  | SM   |      |        |
| <b>TOTAL FOR ELEMENT NO. 2.9 (FITTINGS AND FIXTURES) CARRIED TO SUMMARY</b> |  |     |      |      |        |

**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING OFFICE IN  
KWALE COUNTY (ALL PROVISIONAL)**

| ITEM     | DESCRIPTION   | QTY | UNIT | RATE | AMT |
|----------|---|-----|------|------|-----|
|          | <b><u>EXISTING BUILDINGS WORKS<br/>SUMMARY</u></b>                                  |     |      |      |     |
| <b>A</b> | Total for Element No.1 (Demolitions and Alterations) brought forward from Page EB/1 |     |      |      |     |
| <b>B</b> | Total for Element No.2 (Roofing) brought forward from Page EB/2                     |     |      |      |     |
| <b>C</b> | Total for Element No.3 (Windows) brought forward from Page EB/3                     |     |      |      |     |
| <b>D</b> | Total for Element No.4 (Doors) brought forward from Page EB/3                       |     |      |      |     |
| <b>E</b> | Total for Element No.5 (Finishes) brought forward from Page EB/4                    |     |      |      |     |
| <b>F</b> | Total for Element No.6 (Fittings and Fixtures) brought forward from Page EB/5       |     |      |      |     |
|          | <b>TOTAL FOR EXISTING BUILDING WORKS,<br/>CARRIED TO GRAND SUMMARY</b>              |     |      |      |     |

**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING OFFICE IN  
KWALE COUNTY (ALL PROVISIONAL)**

| ITEM     | DESCRIPTION   | QTY    | UNIT     | RATE | AMT |
|----------|---|--------|----------|------|-----|
|          | <b><u>MECHANICAL WORKS</u></b>  |        |          |      |     |
|          | <b><u>ELEMENT NO. 1</u></b>   |        |          |      |     |
|          | <b><u>SANITARY FITTINGS</u></b>   |        |          |      |     |
|          | Supply, deliver, install , test and commission the following sanitary appliances complete with all the accessories including all connections to the services, waste, jointing to water supply overflows, supports and all plugging and screwing to walls nd floors. (i) All sanitary fittings shall be in approved colour<br><br>(ii) The Model and Ref. No. indicated is only a guide to the type and quality of fittings<br><br>(iii) Equivalent and approved models may be accepted            |        |          |      |     |
| <b>A</b> | <b><u>Toilet Roll holder</u></b><br>Semi recessed toilet roll holder in Vitreous China of size 165 x 165mm in approved colour as Twyford's 9806WH or equal and approved.  | 3      | NO       |      |     |
| <b>B</b> | <b><u>Hand Driers</u></b><br>Automatic hand drier in white colour, operating on an infra-red automatic sensing system with heating element safely cut-out complete with a 30 seconds safely timer, plastic rawl plugs and fixing screws. The hand drier to have a heating capacity of 2.1kw and performance flow rate of 135cfm (3.82m <sup>3</sup> /min) and to be size 270 x264x143mm deep. Its shall have a noise level below 72.5 dBA at1.5m. It shall be as medclinic or approved equivalent |        |          |      |     |
| <b>C</b> | <b><u>Mirror</u></b><br>610 X 610 X 6mm thick polished plate silver backed with beveled edges mirror fixed with clear silicon to 100 x 25mm thick wrot mahogany molded framing in 4 labors plugged to wall using 4No. Wall plugs with 75mm long stainless steel screws, painted in three coats polyurethane varnish all to approval   | 2      | NO       |      |     |
| <b>D</b> | <b><u>Robe Hook</u></b><br>Robe hook in vitreous china mounted to concealed screw to wall wedges as Twyford's 'ECLIPSE' accessories or equal and approved   | 2<br>3 | NO<br>NO |      |     |

**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING OFFICE IN  
KWALE COUNTY (ALL PROVISIONAL)**

|  |                              |  |  |  |  |
|--|------------------------------|--|--|--|--|
|  | <b>TOTAL CARRIED FORWARD</b> |  |  |  |  |
|  |                              |  |  |  |  |
|  |                              |  |  |  |  |

| ITEM | DESCRIPTION  | QTY | UNIT | RATE | AMT |
|------|--|-----|------|------|-----|
|      | <b><u>MECHANICAL WORKS CONTINUED...</u></b>  |     |      |      |     |
|      | <b><u>BROUGHT FORWARD FROM PAGE MW/1</u></b>   |     |      |      |     |
|      | <b><u>Pedestal wash hand basin</u></b>   |     |      |      |     |
| A    | Wash Hand Basin with pedestal size 510x420mm with one tap hole and chain stay hole,32 mm diameter  | 2   | NO   |      |     |
|      | <b><u>Ceramic water closet suite comprising pan, heavy duty plastic seat &amp; cover, ceramic cistern, flush pipe "P" or "S" trap.</u></b>   |     |      |      |     |
| B    | White "Twyfords" Classic low level WC suite  | 2   | NO   |      |     |
|      | <b><u>Persons Living With Disability Facility</u></b>  |     |      |      |     |
| C    | Wheel chair accesible W.C facility Comprising of pedestal hand rail wall fixed with bolts.   | 1   | NO   |      |     |
|      | <b><u>Arabic Shower</u></b>  |     |      |      |     |
| D    | Arabic Shattaf Bidet spray c/w tube and head and fixing to wall.   | 3   | NO   |      |     |
|      | <b><u>Bip tap</u></b>  |     |      |      |     |
| E    | 15mm diameter heavy duty chrome plated 'Peglar' bib tap or other equal and to approved catalogue   | 3   | NO   |      |     |
|      | <b><u>Soap Dispenser</u></b>   |     |      |      |     |
| F    | Wall mounted soap dispenser with a capacity of about one litre having a press action soap release mechanism complete with fixing screws. Allow for initial soap supply. To be as GROHE 'Ario Accessories Tier: G5  |     |      |      |     |
|      | <b><u>Double Bowl Drop-in Sink</u></b>   |     |      |      |     |
|      | Heavy Duty 16SWG Stainless Steel (Grade 304) Double Bowl sink,Size 800x400x225mm deep suitable for mounting on counter as manufactured by ASL Ltd or other equal and approved, complete with heavy duty swivel high/long neck brass pillar tap. It shall also comprise of 40mm diameter stainless steel sink waste fitting,chain and plug and 40mm diameter x 75mm deep seal first quality <b>chrome plated</b> Bottle Trap,all to approved catalogue; all to be approved by the Project Manager | 2   | NO   |      |     |
| G    |  | 2   | No.  |      |     |
|      | <b>TOTAL AMOUNT ELEMENT NO. 1 (SANITARY FITTINGS) CARRIED FORWARD TO ELEMENTS SUMMARY PAGE</b>   |     |      |      |     |

**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING OFFICE IN  
KWALE COUNTY (ALL PROVISIONAL)**

| ITEM | DESCRIPTION  | QTY | UNIT | RATE | AMT |
|------|--|-----|------|------|-----|
|      | <b><u>MECHANICAL WORKS CONTINUED...</u></b>  |     |      |      |     |
|      | <b><u>ELEMENT NO. 2</u></b>  |     |      |      |     |
|      | <b><u>WATER SUPPLY</u></b>   |     |      |      |     |
|      | <b><u>Supply and fix the following roto-moulded polyethylene Water Storage Tanks, (Diameter x Ht) as Roto or equally approved</u></b>                                    |     |      |      |     |
| A    | 3,500 litres 1570 x 1810 mm. The tank has screwed connections for inlet, outlet, no overflow, 25mm medium pressure ball valve. The tank is mounted on a flat floor slab. | 1   | NO   |      |     |
| B    | 10,000litres 2400 x 2800 mm Rain water tank Ditto  | 1   | NO   |      |     |
|      | <b><u>The following in 1No.Tank platform(Base),3500mm diameter x 400mm high</u></b>  |     |      |      |     |
| C    | Excavate oversite average 150mm deep,wheel and deposit on site as directed.  | 10  | SM   |      |     |
| D    | Excavate for foundation trench not exceeding 1.5m from the ground level  | 10  | CM   |      |     |
| E    | Return,fill and ram well selected excavated materials.   | 4   | CM   |      |     |
| F    | Load and cart away surplus excavated materials   | 5   | CM   |      |     |
| G    | 300mm thick hardcore layer compacted in 2 layers and blinded with murrum (m.s)   | 3   | CM   |      |     |
| H    | 50mm thick murrum blinding.  | 10  | SM   |      |     |
| J    | 50mm thick weak concrete blinding under strip foundations  | 7   | SM   |      |     |
|      | <b><u>Vibrated reinforced concrete (1:2:4) -20mm aggregate</u></b>   |     |      |      |     |
| K    | 200mm thick foundation concrete  | 1   | CM   |      |     |
| L    | 150mm thick floor surface bed  | 10  | SM   |      |     |
|      | <b><u>Steel bars cut and bent as required including short joining lengths,binding wire and spacer blocks</u></b>   |     |      |      |     |
| M    | 8mm longitudinal bars in strip footings  | 13  | KG   |      |     |
| N    | 10mm cross (main) bars in strip foundation footing   | 22  | KG   |      |     |
|      | <b><u>Sawn softwood formwork to:-</u></b>  |     |      |      |     |
| P    | Sides of floor bed 150mm to 225mm high   | 11  | LM   |      |     |
|      | <b><u>Solid coral block walling in cement sand mortar (1:4)</u></b>  |     |      |      |     |
| Q    | 200mm thick machine cut coral block walling  | 4   | SM   |      |     |
| R    | 12mm cement sand (1:4) render trowelled smooth   | 4   | SM   |      |     |
|      | <b><u>Platform finishes</u></b>  |     |      |      |     |
| S    | 25mm thick cement sand plaster to sides and top of platform  | 12  | SM   |      |     |
| T    | Prepare and apply 3 coats of first quality emulsion paint to plastered surfaces.   | 12  | SM   |      |     |

**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING OFFICE IN  
KWALE COUNTY (ALL PROVISIONAL)**

|  |   |  |  |  |  |
|--|---|--|--|--|--|
|  | <b>TOTAL AMOUNT ELEMENT NO. 2 (WATER SUPPLY) CARRIED FORWARD TO ELEMENTS SUMMARY PAGE</b> |  |  |  |  |
|--|---|--|--|--|--|

| <b>ITEM</b> | <b>DESCRIPTION</b>  | <b>UNIT</b> | <b>QTY</b> | <b>RATE</b> | <b>TOTAL</b> |
|-------------|---|-------------|------------|-------------|--------------|
|             | <b><u>ELEMENT NO. 3<br/>FIRE FIGHTING AND PROTECTION SERVICES);</u></b>   |             |            |             |              |
|             | <b><u>Supply,deliver and install the following Air Conditioners to positions indicated on the contract drawings and as instructed by the Engineer:-</u></b> |             |            |             |              |
|             | <b><u>Portable Fire Extinguisher</u></b>  |             |            |             |              |
| <b>A</b>    | 9Kg catridge type general purpose portable dry powder fire extinguisher fully charged or equal and approved.  |             |            |             |              |
|             | <b><u>Carbon dioxide Gas Fire Extinguisher</u></b>  |             |            |             |              |
| <b>B</b>    | 5kg carbon dioxide gas portale fire extinguisher complete with pressure gauge,initial charge and mounting brackets  | 3           | NO         |             |              |
|             | <b><u>Water Carbon Dioxide</u></b>  |             |            |             |              |
| <b>C</b>    | 9.0Litre Water carbon dioxide (WCo2) portable fire extinguisher complete wth pressure gauge,initial charge and mounting brackets.                           | 3           | NO         |             |              |
|             | <b><u>Signage</u></b>   |             |            |             |              |
| <b>D</b>    | Allow for the Signage for fire exits and fire instructions all as described in the particular specifications and to the Project Enginneer's Approval.       | 3           | NO         |             |              |
|             | <b><u>Testing</u></b>   |             |            |             |              |
| <b>E</b>    | Allow for testing the whole fire fighting equipments to leave in sound working condition and to the Engineer's  | 5           | NO         |             |              |
|             |   | 1           | ITEM       |             |              |
|             | <b>TOTAL FOR ELEMENT NO. 3 (FIRE FIGHTING AND PROTECTION SERVICES) CARRIED FORWARD SUMMARY BELOW</b>  |             |            |             |              |
|             | <b><u>MECHANICAL WORKS SUMMARY</u></b>  |             |            |             |              |
| <b>F</b>    | Total for Sanitary Fittings brought forward from Page MW/2  |             |            |             |              |
| <b>G</b>    | Total for Water Supply brought forward from Page MW/3   |             |            |             |              |
| <b>H</b>    | Total for Fire Fighting and Protection Services brought forward from above  |             |            |             |              |
|             | <b>TOTAL FOR MECHANICAL WORKS, CARRIED TO GRAND SUMMARY</b>   |             |            |             |              |

**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING  
OFFICE IN KWALE COUNTY (ALL PROVISIONAL)**

| ITEM | DESCRIPTION   | QTY | UNIT | RATE |
|------|---|-----|------|------|
|      | <b><u>EXTERNAL WORKS</u></b>  |     |      |      |
|      | <b><u>BOUNDARY WALL</u></b>   |     |      |      |
|      | <b><u>FINISHES</u></b>  |     |      |      |
|      | <b><u>Painting and Decorations</u></b>  |     |      |      |
| A    | Prepare and apply three coats of super bituminous paint to rendered plinths   | 68  | SM   |      |
|      | <b><u>Prepare and apply three coats of first grade silk vinyl emulsion paint as per "Crown Weather Guard" or other equal and approved to:</u></b> |     |      |      |
| B    | Plastered surfaces of walls and Concrete surfaces   | 205 | SM   |      |
| C    | 600 x 300 x 75mm PCC coping twice weathered and throated reinforced as necessary for handling finished fair on all exposed faces.to top of wall.  | 22  | LM   |      |
| D    | 450 x 450 x 75mm PCC coping twice weathered and throated reinforced as necessary for handling finished fair on all exposed faces to columns       | 8   | NO   |      |
|      | <b><u>Prepare and apply three coats of premium quality super gloss oil paint as approved to: -</u></b>  |     |      |      |

**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING  
OFFICE IN KWALE COUNTY (ALL PROVISIONAL)**

|   |  |            |             |             |
|---|--|------------|-------------|-------------|
| E   | Surfaces of metal gate   | 25         | SM          |             |
| <b>TOTAL FOR BOUNDARY WALL CARRIED TO SUMMARY</b> |  |            |             |             |
| <b>ITEM</b>                                       | <b>DESCRIPTION</b>   | <b>QTY</b> | <b>UNIT</b> | <b>RATE</b> |
| <b><u>CARPARK AND GATE CANOPY</u></b>             |  |            |             |             |
| <b><u>ELEMNET NO 1.</u></b>                       |  |            |             |             |
| <b><u>SUBSTRUCTURES (All Provisional)</u></b>     |  |            |             |             |
| <b><u>EXCAVATION AND EARTHWORKS</u></b>           |  |            |             |             |
| A   | Clear site of all bushes, tufts and any small or large trees, including grubbing out roots and burn on site where directed | 31         | SM          |             |
| B   | Bulk excavation to remove top vegetable soil and spread on site as directed.   | 12         | CM          |             |
| <b><u>Disposal of excavated material</u></b>      |  |            |             |             |
| C   | Load and cart away surplus material  | 12         | CM          |             |
| <b><u>Disposal of Water</u></b>                   |  |            |             |             |
| D   | Allow for keeping the whole of the excavation free from mud, water and fallen materials                                    | 1          | Item        |             |
| <b><u>Planking and strutting</u></b>              |  |            |             |             |



**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING  
OFFICE IN KWALE COUNTY (ALL PROVISIONAL)**

|             |  |            |             |             |
|-------------|--|------------|-------------|-------------|
| E           | Allow for planking and strutting sides of excavation   | 1          | Item        |             |
|             | <b><u>Filling</u></b><br>300mm thick approved hardcore fill consolidated in<br>150 mm thick layers   | 9          | CM          |             |
| F           |  | 31         | SM          |             |
| G           | 50mm thick murrum dust or any other equal and<br>approved material in blinding surface of hardcore   |            |             |             |
|             | <b><u>Insecticide Treatment</u></b>  |            |             |             |
| H           | Treat hardcore surface with approved antitermite<br>applied in accordance with the manufacturer's<br>instructions and subject to a TEN YEAR guarantee                      | 31         | SM          |             |
|             | <b><u>CONCRETE WORKS</u></b><br><b><u>Vibrated reinforced concrete class 25/20 (Mix<br/>1:1.5:3) to:-</u></b>  |            |             |             |
| J           | 200mm thick floor slab   | 31         | SM          |             |
|             | <b><u>High Tensile Reinforcement Bars to B. S. 4461<br/>including cutting, bending and all necessary spacer<br/>blocks : (Provisional) :-</u></b>                          |            |             |             |
|             | Provide and lay in concrete, BRC mesh No.A142<br>including all necessary typing wires and spacer blocks.   |            |             |             |
| K           | <b><u>Sawn treated Cypress formwork to: -</u></b>  | 31         | SM          |             |
| L           | Edges of floor slab  | 42         | LM          |             |
|             | <b><u>WATERPROOFING</u></b>  |            |             |             |
| M           | 500 gauge polythene DPM  | 31         | SM          |             |
|             | <b>(SUBSTRUCTURE WORKS), CARRIED TO</b>  |            |             |             |
| <b>ITEM</b> | <b>DESCRIPTION</b>   | <b>QTY</b> | <b>UNIT</b> | <b>RATE</b> |
|             | <b><u>SUPERSTRUCTURE WORKS</u></b>   |            |             |             |
|             | <b><u>ELEMENT NO 2.</u></b>  |            |             |             |
|             | <b><u>ROOFING</u></b>  |            |             |             |
|             | <b><u>STEEL COLUMNS</u></b>  |            |             |             |
|             | <b><u>Mild steel including grinding all welds smooth and<br/>painting with red oxide primer before delivery to<br/>site</u></b>  |            |             |             |
| A           | 100mm Diameter Circular Hollow Section<br>(C.H.S)mild steel column; one end built into concrete<br>base and the other welded onto mild steel U-shaped<br>holder batts(m.s) | 27         | LM          |             |
|             | <b><u>Sundries</u></b>   |            |             |             |
| B           | Make holes in concrete slab size 100mm diameter x<br>50mm deep   | 8          | NO          |             |

**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING  
OFFICE IN KWALE COUNTY (ALL PROVISIONAL)**

|  |  |    |    |  |
|--|--|----|----|--|
| C  | Extra Over above described for provision and welding of 75 x 740 mm U-shaped holder batt, twice drilled for 12 mm diameter bolt, to top end of CHS column to receive rafters(m.s) <b><u>Supply and fix:-</u></b> | 8  | NO |  |
| D  | 25 x 25 x 3mm Thick (2.21Kg/M) S.H.S ties and struts   | 29 | LM |  |
| E  | 100 x 50 x 3mm Thick (6.88Kg/m) R.H.S purlins  | 54 | LM |  |
| F  | 50 x 50 x 3mm Thick (4.57Kg/m) S.H.S rafters   | 54 | LM |  |
| G  | 12mm diameter x 150mm long bolts   | 25 | NO |  |
| <b><u>ROOF COVERINGS</u></b>   |  |    |    |  |
| H  | Aluminium Versatile sheet roofing; 28 gauges; prepainted.<br><b><u>Prepare and apply primer and two coats of Marine paint or any other equal and approved corrosion resistant paint on:-</u></b>                 | 47 | SM |  |
| J  | Surfaces of metal work 100 - 200mm girth   | 54 | LM |  |
| K  | Surfaces of metal work not exceeding 100mm girth   | 83 | LM |  |
| <b>TOTAL FOR ELEMENT NO. 2 (ROOFING),<br/>CARRIED TO COLLECTION</b>        |  |    |    |  |
| <b><u>ELEMENT NO 3.</u></b>  |  |    |    |  |
| <b><u>FINISHES</u></b>   |  |    |    |  |
| <b><u>Floor Finishes</u></b>   |  |    |    |  |
| L  | 40mm thick Cement Sand (1:4) floor screed  | 31 | SM |  |
| <b>TOTAL FOR ELEMENT NO. 3 (FINISHES),<br/>CARRIED TO COLLECTION BELOW</b> |  |    |    |  |
| <b><u>CARPARK COLLECTION</u></b>   |  |    |    |  |
| M  | Substructure Works from Page EW/2  |    |    |  |
| N  | Roofing from Above   |    |    |  |
| P  | Finishes From Above  |    |    |  |
| <b>TOTAL FOR CARPARK, CARRIED TO<br/>SUMMARY BELOW</b>                     |  |    |    |  |
| <b><u>EXTERNAL WORKS SUMMARY</u></b>                                       |  |    |    |  |
| <br>   |  |    |    |  |
| Q  | <b>TOTAL FOR BOUNDARY WALL BROUGHT<br/>FORWARD FROM PAGE EW/1</b>  |    |    |  |
| R  | <b>TOTAL FOR CARPARK AND GATE CANOPY<br/>BROUGHT FORWARD FROM ABOVE</b>  |    |    |  |
| <b>TOTAL FOR CARPARK, CARRIED TO<br/>SUMMARY</b>                           |  |    |    |  |

**BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING OFFICE IN  
KWALE COUNTY (ALL PROVISIONAL)**

| ITEM | DESCRIPTION  | QTY | UNIT | RATE | AMT |
|------|--|-----|------|------|-----|
| A    | <p><b><u>PRIME COST AND PROVISIONAL SUMS</u></b><br/>           Allow for a Provisional Sum of Kenya Shillings One Hundred Fifty thousand for Project Administration</p> |     |      |      |     |
| B    | <p>Allow for a Provisional Sum of Kenya Shillings One hundred and Fifty thousand for Electrical Works</p>  |     |      |      |     |
| C    | <p>Allow for a Provisional Sum of Kenya Shillings One hundred thousand for Plumbing and Drainage Works</p>   |     |      |      |     |
| D    | <p>Allow for a Provisional Sum of Kenya Shillings One hundred thousand for Contigencies to be used upon approval from the Quantity Surveyor and Project Manager</p>      |     |      |      |     |
|      | <p><b>TOTAL PRIME COST AND PROVISIONAL SUMS, CARRIED TO GRAND SUMMARY BELOW</b></p>  |     |      |      |     |

**CGK PS/1 KWALE MINING OFFICE (2023) BILLS OF QUANTITIES FOR PROPOSED RENOVATIONS AT KWALE REGIONAL MINING OFFICE IN KWALE COUNTY (ALL PROVISIONAL)**

| ITEM | DESCRIPTION  | QTY | UNIT | RATE | AMT |
|------|--|-----|------|------|-----|
| A    | <p style="text-align: center;"><b><u>GRAND SUMMARY</u></b><br/> <b>PRELIMINARIES FROM PAGE PP/11</b></p>   |     |      |      |     |
| B    | <p><b>EXISTING BUILDING WORKS FROM PAGE EB/6</b></p>   |     |      |      |     |
| C    | <p><b>MECHANICAL WORKS FROM PAGE MW/4</b></p>  |     |      |      |     |
| D    | <p><b>EXTERNAL WORKS FROM PAGE EW/3</b></p>  |     |      |      |     |
| E    | <p><b>PRIME COST AND PROVISIONAL SUMS FROM ABOVE</b></p>   |     |      |      |     |
|      | <p><b>SUB-TOTAL 1</b><br/><br/><b>Add 16% VAT</b></p>  |     |      |      |     |
|      | <p><b>TOTAL AMOUNT FOR GRAND SUMMARY CARRIED TO FORM OF TENDER</b></p>   |     |      |      |     |
|      | <p><b>SIGNATURE AND STAMP OF TENDERER</b></p> <p><b>DATE</b></p> <p><b>NAME AND ADDRESS</b></p> <p><b>TENDERER'S WITNESS SIGNATURE</b></p> <p><b>DATE</b></p> <p><b>NAME AND ADDRESS</b></p> |     |      |      |     |

