



10THE COUNTY GOVERNMENT OF LAMU



TENDER DOCUMENT

**FOR
PROPOSED CONSTRUCTION OF FISHERMEN BANDAS AT
MTANGAWANDA, KIPUNGANI AND KIWAYUU**

TENDER NO. CGL/ONT/BANDAS/L&C/042/2019-2020

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SECTION I
21st February, 2020

INVITATION FOR TENDERS

Tender reference CGL/ONT/BANDAS/L&C/042/2019-2020

Tender Name: PROPOSED CONSTRUCTION OF FISHERMEN BANDAS AT MTANGAWANDA, KIWAYUU AND KIPUNGANI

- 1.1 The (County Government of Lamu) invites sealed tenders for the **PROPOSED CONSTRUCTION OF FISHERMEN BANDAS AT MTANGAWANDA, KIPUNGANI AND KIWAYUU.**
- 1.2 Interested eligible candidates may obtain further information and inspect tender documents from the Supply Chain Management office located at **COUNTY HEADQUARTERS** at MOKOWE, during normal working hours or visit our website at www.lamu.go.ke.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of a non-refundable fees of (Kshs. 1,000.00) in cash or Bankers Cheque payable to cheque payable to **COUNTY GOVERNMENT OF LAMU, Kenya Commercial Bank – Lamu Branch, Acc NO. 1140750615 or Equity Bank – Lamu Branch Acc. No. 1590265264918** Complete set of documents can also be downloaded from our website at www.lamu.go.ke free of charge.
- 1.4 Prices quoted should be net inclusive of all taxes, must be in Kenya shillings and shall remain valid for 120 days from the closing date of tender.
- 1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at Supply Chain Management office in Blue House located at County Headquarters or to be addressed to **(COUNTY GOVERNMENT OF LAMU P.O BOX 74- 80500 LAMU** so as to be received on or before **Monday, 09th March, 2020 at 11.00 a.m.**
- 1.5 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at Supply Chain Management Office in Blue House Located at County Headquarters at Mokowe
- 1.6 All bid documents shall be serialized/paginated from the first to the last page.

For (Accounting Officer/County Government of Lamu)

SECTION II

INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS.

1. General

- 1.1 The County Government of Lamu as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents and should 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:
- 1.3 The Tenderer shall bear all costs associated with the preparation and submission of his tender, and the County Government of Lamu 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 Kshs.5,000/=
- 1.7 The County Government of Lamu 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 inquiries of the tendering documents may notify the County Government of Lamu in writing or by cable, telex or facsimile at the address indicated in the letter of invitation to tender. The County Government of Lamu will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the County Government of Lamu'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 County Government of Lamu 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 County Government of Lamu.
- 2.5 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the County Government of Lamu shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

3. Preparation of Tenders

- 3.1 All documents relating to the tender and any correspondence shall be in English Language.
- 3.2 The tender submitted by the Tenderer shall comprise the following:-
- (a) 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 in the initial 12 months period 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 County Government of Lamu 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 and one copy 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 authorized 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 County Government of Lamu not later than 7 days prior to the deadline for submission of tenders.

- 3.10 The County Government of Lamu 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 County Government of Lamu at the address provided in the invitation to tender;
- [b] Bear the name and identification number of the Contract/tender number 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 County Government of Lamu 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 County Government of Lamu 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 County Government of Lamu and the Tenderers previously subject to the original deadline will then be subject to the new deadline.
- 4.6 Tender security SHALL be in the equivalent of 2% of the total tender amount. Any bidder providing a bid bond less than the required amount will be disqualified. And be in cash, banker's cheque, Insurance or any other form easily convertible.

5. Tender Opening and Evaluation

- 5.1 The tenders will be opened in the presence of the Tenderers' representatives who choose to attend on **Monday 09th March, 2020 at 11.00 a.m.**
- 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 County Government of Lamu. Minutes of the tender opening, including the information disclosed to those present will also be prepared by the County Government of Lamu.
- 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 County Government of Lamu'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 accepted. As provided under section 82 of the Public Procurement and Asset Disposal Act, 2015, There SHALL be no correction of errors.
- 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 cumulative value for all contract do not result in an increment of the total contract price by more than twenty five (25%) of the original contract price, and SHALL be considered after 12 months from the date of contract signing, and shall be executed within the period of the contract.
- 5.8 Price variation requests shall be processed by the County Government of Lamu within 30 days of receiving the request.
- 5.9 Exclusive Preference SHALL be given to citizens of Kenya where the funding is 100% from the National Government or County Government or a Kenyan Body and the amount prescribed SHALL be above five hundred million.
- 5.10 To assist in the examination, evaluation, and comparison of tenders, the County Government of Lamu 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 County Government of Lamu 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 County Government of Lamu 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 County 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 County 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 County Government of Lamu and the successful Tenderer. It will be signed by the County and sent to the successful Tenderer, within 30 days following the notification of award. Within 30 days of receipt, the successful Tenderer will sign the Agreement and return it to the County Government of Lamu.
- 6.5 Within 14 days after receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the County Government of Lamu a Performance Security equivalent to 10% of the tender amount as 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 County Government of Lamu may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 6.8 The County Government of Lamu shall give prompt notice of the termination to the tenderers and (on request) shall give its reasons for termination within 14 day of receiving the request from any tenderer.

7. Corrupt and fraudulent practices

- 7.1 The County Government of Lamu 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 County Government of Lamu 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.

APPENDIX TO INSTRUCTIONS TO TENDERERS

Instruction to tender reference	<i>Particulars of Appendix to instructions to tenderers</i>
1.2	Evaluation Criteria
1.4	Validity of tenders (120 days)
1.5	Place/ venue for tender opening.
1.6	The price to be charged for the tender document shall not exceed Ksh. 1,000.00
4.6 Tender Security	2% of the quoted tender amount
3.7 Number of Tender Copies Required	To be submitted electronically.
5.1 State day, date and time of tender closing	Monday 09th March, 2020 at 11.00 am.
5.4	No correction of errors
5.9	Preference
Appendices	Bill of Quantities for Proposed construction of Fishermen Bandas at Kipunguni, Mtangawanda, and Kiwayuu.
Site Visit (Mandatory)	Site Visit on Thursday 27th February, 2020 at Mtangawanda from 10.00a.m.

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 County Government of Lamu’s Representative.

“The Contract” means the agreement entered into by the County Government of Lamu 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 County Government of Lamu.

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the County Government of Lamu.

“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 County Government of Lamu’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 County Government of Lamu’s Representative for the execution of the Contract.

“County Government of Lamu” 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.

“County Government of Lamu’s Representative” is the person appointed by the County Government of Lamu 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 County Government of Lamu’s Representative which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and turnover to the County Government of Lamu.

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/form of Tender,
- (4) Conditions of Contract,
- (5) Specifications,
- (6) Drawings,
- (7) Bills of Quantities or Schedule of Rates [whichever is applicable]
- (8) Performance guarantee

3. County Government of Lamu’s Representative’s Decisions

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

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 County Government of Lamu’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 Anything of historical or other interest or significant value unexpectedly discovered on the Site shall be the property of the County Government of Lamu. The Contractor shall notify the County Government of Lamu's Representative of such discoveries and carry out the County Government of Lamu'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 County Government of Lamu'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 County Government of Lamu's Representative. However, he shall not assign the Contract without the approval of the County Government of Lamu in writing. Sub-contracting shall not alter the Contractor's obligations.

7 The site

- 7.1 The County Government of Lamu shall give possession of all parts of the Site to the Contractor.
- 7.2 The Contractor shall allow the County Government of Lamu's Representative and any other person authorized by the County Government of Lamu'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 County Government of Lamu's Representative which are in accordance with the Contract.

9 Extension of Completion Date

- 9.1 The County Government of Lamu'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 County Government of Lamu'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 County Government of Lamu'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 County Government of Lamu'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 County Government of Lamu 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 County Government of Lamu, 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 County Government of Lamu's Representative, or
- (j) reason of delay caused by the late supply of goods or materials or in executing Work for which the County Government of Lamu 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 County Government of Lamu's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The County Government of Lamu's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the County Government of Lamu. The responsibility of the parties for actions to be taken shall be decided by the County Government of Lamu'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 County Government of Lamu'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 County's representative may instruct the Contractor to search for a defect and to uncover and test any Work that the County may considers to have a defect. Should the defect be found, the cost of uncovering/ and making well 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 County Government of Lamu'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 County Government of Lamu's Representative's notice. If the Contractor has not corrected a defect within the time specified in the County Government of Lamu's Representative's notice, the County Government of Lamu'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 County Government of Lamu's Representative with a quotation for carrying out the variations when requested to do so. The County Government of Lamu's Representative shall assess the quotation and shall obtain the necessary authority from the County 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 County Government of Lamu's Representative may order the variation and make a change to the Contract Price, which shall be based on the County Government of Lamu'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 here below (subject to re-measurement by the County Government of Lamu'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 County Government of Lamu*).

- (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 County Government of Lamu's Representative his application for payment. The County Government of Lamu'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 County Government of Lamu 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 County Government of Lamu'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 County Government of Lamu'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 County Government of Lamu'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 County Government of Lamu's Representative shall decide on the amount payable to the Contractor and issue a Final Payment Certificate. The County Government of Lamu 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 County Government of Lamu's Representative's Certificate by the County Government of Lamu 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 County Government of Lamu 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 County Government of Lamu 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 County Government of Lamu 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 County Government of Lamu's Representative to issue a Certificate of Completion of the Works, upon deciding that the Work is completed.

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

18. Termination

- 18.1 The County Government of Lamu 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 County Government of Lamu'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 County Government of Lamu's Representative is not paid by the County Government of Lamu 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 County Government of Lamu'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 County Government of Lamu'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 County Government of Lamu 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 County Government of Lamu's Representative may in writing specify, any temporary buildings, plant, machinery, appliances, goods or materials belonging to him, and in default thereof, the County Government of Lamu 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 County Government of Lamu 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 County Government of Lamu's Representative shall certify the amount of expenses properly incurred by the County Government of Lamu 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

County Government of Lamu 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 County Government of Lamu 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 County Government of Lamu 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 County Government of Lamu or for showing or forbearing to show favour or disfavor to any person in relation to this or any other contract with the County Government of Lamu.
- (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 COUNTY GOVERNMENT OF LAMU IS

Name: _____

Address: _____

Name of County Government of Lamu's Representative:

Title; _____

Telephone: _____

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

The Works consist of _____

The Start Date shall be _____

The Intended Completion Date for the whole of the Works shall be

The following documents also form part of the Contract:

The Site Possession Date shall be _____

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

The Defects Liability Period is _____ days.

Amount of Tender Security is Kshs.....(Note: This amount should be between one (1) percent and three (3) percent of the value of the Works)

The name and Address of the County Government of Lamu for the purposes of submission of tenders is.....
.....

The tender opening date and time is.....(*insert tender opening time*) on
..... day of(*insert date of tender opening*)

The amount of performance security is Kshs.....(Note: the County Government of Lamu 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 up to thirty (30) percent of the Contract Price).

NOTE:

Included to this tender document are;

1. Bills of quantities for CONSTRUCTION OF Fishermen Bandas]

(For Mtangawanda, Kipunguni and Kiwayuu).

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

I. 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 County Government of Lamu 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.

Evaluation criteria

	MADATORY REQUIREMENTS	POINTS
1.	<p>Particulars of the Tendering Company (Attach Copies)</p> <p>a) Certified copies of statutory documents as follows: -</p> <ul style="list-style-type: none"> • Certificate of incorporation/registration • Current and valid Tax Compliance certificate. • Valid and current Business permit. • Certificate of registration from the Ministry of Roads and also National Construction Authority (NCA) 7 and above. • KRA PIN Certificate. • Tender security of 2% of the tender amount from a reputable bank or insurance companies approved by PPRA. • Attach Site Visit Certificate. <p>b) Completed confidential business questionnaire and declaration form duly filled, signed and stamped.</p> <p>c) Disclosure of business ownership (Directors/ Partners /Sole Proprietor). Attach</p> <ul style="list-style-type: none"> • A copy Business CR 12 Form <p>d) Bidder to provide self-declaration that the person/tenderer is not debarred in the matter of the public procurement and asset disposal act 2015(As per section 62 of PPDA 2015).</p> <p>g) Bidder to provide self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practices.</p> <p>h) Tender security totaling to 2% of the tender amount from a reputable bank or insurance companies registered by PPRA for a period of 120 days from the day of opening of the tenders.</p>	Mandatory
	TECHNICAL/GENERAL REQUIREMENTS	
2.	<p>Provide details of the company;</p> <ul style="list-style-type: none"> • Company profile (state whether joint venture or not) (5Marks). • Contact person(s) (2 Marks). • Physical address/location (3 Marks). 	10
3	<p>a) Access to lines of credit or other financial resources- Attach a firm commitment letter on the same from a reputable financial institution registered in Kenya and regulated by the Central Bank of Kenya – (3 Points).</p> <p>b) Indicate appointed bankers showing the name, address, contact person and address of bidder's bankers – (2 Points).</p> <p>c) Letter of authority from the bidder authorizing the County Government of Lamu to seek reference from the bidder's bankers – (3 Points).</p> <p>d) Bank statements for the last twelve months (July 2018 – June, 2019) – (2 Points)</p>	10
4	<p>Details of experience and past performance on at least five projects in works of a similar nature within the past five years (2014-2018), details to include current contractors, names of clients/firms, clear physical address and contact persons. (Attach award letters, Local Purchase/ Service Orders, Signed contracts or completion certificates as evidence/proof of contract) 35 Points.</p> <ul style="list-style-type: none"> - Name of the project – (Each @ 1point * 5 = 5 Points) - Address of Project – (Each @ 1 point *5 = 5 Points - Contact persons – (Each @ 1 point * 5 = 5 Points. - The Project Value- (Each @ 1 Points * 5 = 5 Points. - Proof of Such Contracts (Attach award letters. LPOs, LSO, s, Signed Contracts or completion certificate. (15 Points) 	35
4	Major items of Contractor's Equipment proposed for carrying out the works	10

	including but not limited to the listed items; - Support Trucks, Transportation Vehicles, Excavators etc. a) Availability of the equipment listed (3 Points) . Provide confirmation. b) State if the equipment is owned or leased and attach supporting evidence – (5 Points) , No proof of ownership – (0 Points) . Attach a firm commitment letter authorizing the County Government of Lamu to inspect the items at any time – (2 Points)	
	Qualifications and experience of key site management and technical personnel proposed to undertake this work. <i>Attach the CVs and Certificates of qualifications for the key staff</i>	5
	Information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount if any.	5
5	Delivery period (bidder to state the shortest delivery period) and provide a written undertaking on the same.	5
	Total	80

All information provided may be subject to confirmation by COUNTY GOVERNMENT OF LAMU providing false information will lead to disqualification. **NOTE:** Only tenders that score 60% out of 80% on technical evaluation will qualify to have their proposals for financials evaluated. Those scoring below 60% will be disqualified at this stage. Award will be given to the highest combined scorer.

Financial Evaluation

The financial evaluation shall comprise 20% of the total marks

The formulae for determining the financial score (SF) shall be as follows;

$$SF = 20 FM/F$$

Where: SF is the financial score

FM is the lowest fees quoted and

F is the fees of the quotation under consideration.

The lowest fees quoted will be allocated the maximum score of 20%. The bidder with the highest technical and financial score shall be awarded the tender.

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
- (xiii) Request for Review Form

FORM OF INVITATION FOR TENDERS

_____ [date]

To: _____ [name of Contractor]
_____ [address]

Dear Sirs:

Reference: _____ [Contract Name]

You have been prequalified to tender for the above project.

We hereby invite you and other prequalified 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 _____

_____ [mailing address, cable/telex/facsimile numbers].

Upon payment of a non-refundable fee of Kshs _____

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 to

_____ [address and location]

at or before _____ (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,

_____ Authorized Signature

_____ Name and Title

FORM OF TENDER

TO: _____[Name of County Government of Lamu] _____[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 County Government of Lamu'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]
_____ [Address of Tenderer]

Witness; Name _____

Address _____

Signature _____

Date _____

(Amend accordingly if provided by Insurance Company)

LETTER OF ACCEPTANCE
[Letterhead paper of the County Government of Lamu]

_____ [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 County Government of Lamu”) of the one part AND
_____ of [or whose registered office is
situated at] _____
(hereinafter called “the Contractor”) of the other part.

WHEREAS THE County Government of Lamu 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 County Government of
Lamu 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 County Government of Lamu to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the County Government of Lamu to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The County Government of Lamu 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 County Government of Lamu _____

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 County Government of Lamu”) in the sum of Kshs..... for which payment well and truly to be made to the said County Government of Lamu, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank this Day of20.....

THE CONDITIONS of this obligation are:

If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or

If the tenderer, having been notified of the acceptance of his tender by the County Government of Lamu 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 County Government of Lamu up to the above amount upon receipt of his first written demand, without the County Government of Lamu having to substantiate his demand, provided that in his demand the County Government of Lamu 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.

[date]

[signature of the Bank]

[witness]

[seal]

PERFORMANCE BANK GUARANTEE

To: _____ (*Name of County Government of Lamu*) _____ (*Date*)
_____ (*Address of County Government of Lamu*)

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 recognized 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 civil 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 County Government of Lamu”) 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 County Government of Lamu 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 County Government of Lamu to be, in default under the Contract, the County Government of Lamu having performed the County Government of Lamu’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 County Government of Lamu for completing the Contract in accordance with its terms and conditions, and upon determination by the County Government of Lamu and the Surety of the lowest responsive tenderer, arrange for a Contract between such tenderer and County Government of Lamu 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 County Government of Lamu to the Contractor under the

Contract, less the amount properly paid by the County Government of Lamu to the Contractor; or

- (3) pay the County Government of Lamu the amount required by the County Government of Lamu 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 County Government of Lamu named herein or the heirs, executors, administrators, successors and assigns of the County Government of Lamu.

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 County Government of Lamu]* _____ *(Date)*
_____ *[address of County Government of Lamu]*

Gentlemen,

Ref: _____ *[name of Contract]*

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We, _____ *[name and Address of Contractor]* (hereinafter called “the Contractor”) shall deposit with _____ *[name of County Government of Lamu]* 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 County Government of Lamu]* 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 County Government of Lamu]* 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 County Government of Lamu)* 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 performed and 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	Years of experience in proposed position
----------	------	---------------------	--

		(general)	
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 County Government of Lamu.

- 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

- 2.0 The information listed in 1.1 – 2.0 above shall be provided for each partner _____ of the joint venture.

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

- 2.2 Attach the power of attorney of the signatory(ies) of the tender authorizing signature of the tender on behalf of the joint venture

- 2.3 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 County Government of Lamu*)

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 Licensee 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			

Date....., Signature/ Company Seal.....

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 County Government of Lamu

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

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*County Government of Lamu*)

Request for review of the decision of the..... (*Name of the County Government of Lamu*) of
.....dated the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....Fax
No.....Tel. No.....Email, hereby request the Public Procurement Administrative Review Board to
review the whole/part of the above mentioned decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an order/orders that: -

- 1.
 - 2.
- etc

SIGNED(Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary

**DEPARTMENT OF FISHERIES, LIVESTOCK AND CO-
OPERATIVES**

**BILL OF QUANTITIES
FOR
CONSTRUCTION OF FISHERMEN BANDAS AT MTANGAWANDA,
KIWAYUU AND KIPUNGANI
(KIUNGA & MKOMANI WARDS)**

FEBRUARY, 2020

**BILL OF QUANTITIES FOR CONSTRUCTION OF FISHERMEN
BANDAS AT MTANGAWANDA, KIWAYUU AND
KIPUNGANI**

ITEM	DESCRIPTION	AMOUNT
	<p style="text-align: center;">PARTICULAR PRELIMINARIES</p> <p>PRICING OF ITEMS OF PRELIMINARIES</p> <p>Items described in this section cover the minimum requirements and conditions necessary for the full and proper execution of the contract. The tenderer is required to read and fully understand his obligations under each item and thus assess his costs for complying with the same for the duration of the contract. Should no price be inserted against any item, it shall be assumed that the tenderer has covered any costs associated with that item elsewhere in the Bills of quantities and shall nevertheless be required to comply with such and all items of preliminaries.</p> <p><u>TENDER VALIDITY</u></p> <p>The attention of the Tenderers is drawn to clause 3.6 and 3.8 of Conditions of Contract on validity of tender and Tender Security.</p> <p>VALUE ADDED TAX (VAT) AND OTHER TAXES</p> <p>All prices will be inclusive of all statutory taxes and levies, including VAT, necessary for the complete and proper execution of that particular item of the works including complying with all statutory requirements. The amount of VAT payable will be deducted from every payment certified by the Project Manager and paid directly to the Commissioner of VAT.</p> <p>SCOPE OF CONTRACT</p> <p>The work to be carried out under this contract comprises of CONSTRUCTION OF FISHERMEN BANDAS together with the associated works for the Department of Fisheries, Livestock and Co-operatives Development as described in these Bills of Quantities and in accordance with the contract drawings and any other drawings which may be issued in amplification thereof.</p> <p>DESCRIPTION OF THE WORKS</p> <p>The works generally comprise of IT roofing Sheets on steel trusses.</p> <p>The floors are finished in cement sand screeds while the walls are plastered and painted.</p> <p>FLOOR AREAS</p> <p>The gross floor area is 81 Square Meters Each. The overall floor area is measured over walls and is given without warranty but for guidance only.</p> <p>LOCATION OF SITE</p> <p>The site for the works is located in Kiunga & Mkomani Ward. The tenderer shall be deemed to have visited the site and familiarize themselves with all site conditions prior to submission of tenders.</p> <p>EXISTING BUILDINGS</p> <p>Special precautions shall be required throughout the contract period to avoid damage to the existing structures, roads, lawns, cables, drains and other services.</p> <p>The Contractor shall allow for making good any damage arising from his actions during execution of this contract at his own expense.</p>	
	CARRIED TO COLLECTION PAGE: PARTICULAR PRELIMINARIES	

**BILL OF QUANTITIES FOR CONSTRUCTION OF FISHERMEN
BANDAS AT MTANGAWANDA, KIWAYUU AND
KIPUNGANI**

ITEM	DESCRIPTION	AMOUNT
	<p>GENERAL</p> <p>The contractor is referred to the General Specifications for Building Works 1976 Edition and must allow for all costs in complying with these specifications.</p> <p>CONTRACT COMPLETION PERIOD</p> <p>The contract completion period in accordance with Clause 31 of the conditions of contract must be strictly adhered to. The "PROJECT MANAGER" shall strictly monitor the Contractor's progress in relation to the progress chart and should it be found necessary, the "PROJECT MANAGER" shall inform the Contractor in writing that his actual performance on site is not satisfactory. In all such cases, the Contractor shall accelerate his rate of performance, production and progress by all means such as additional labor, plant etc. and working overtime all at his cost.</p> <p>PARTICULARS OF INSERTIONS TO BE MADE IN THE APPENDIX TO CONTRACT AGREEMENT</p> <p>The following are insertions to be made in the appendix to the Contract Agreement.</p> <p>(i) Period of final measurement - 6 Months from practical completion date [Condition 32]</p> <p>(ii) Defects Liability Period - 6 Months from practical completion date [Condition 20]</p> <p>(iii) Date for Possession - To be agreed with "PROJECT MANAGER" [Condition 14]</p> <p>(iv) Date of Completion - To be agreed with "PROJECT MANAGER" [Condition 31]</p> <p>(v) Liquidated and Ascertained Damages Clause 24 - At the rate of Kshs.20,000/= per week or part thereof [Condition 27]</p> <p>(vi) Period of Interim Certificates [Condition 23] - Monthly</p> <p>(vii) Period of Honoring Certificates [Condition 23] - Thirty (30) Days</p> <p>(viii) Percentage of Certified value retained [Condition 26] - 10%</p> <p>(ix) Limit of retention fund [Condition 26] - 5%</p> <p>(x) Bond The Bond required shall be from an approved bank ONLY [Condition 28]</p> <p>PROJECT MANAGEMENT EXPENSES</p> <p>Allow for project management expenses including transport, airtime and Lunches to be used as directed by the Project Manager or deducted in whole or in part as the case may be.</p>	
	CARRIED TO COLLECTION PAGE: PARTICULAR PRELIMINARIES	

**BILL OF QUANTITIES FOR CONSTRUCTION OF FISHERMEN
BANDAS AT MTANGAWANDA, KIWAYUU AND
KIPUNGANI**

ITEM	DESCRIPTION	AMOUNT
	<p>LABOUR CAMPS</p> <p>The Contractor shall not be permitted to house labor on the site and he must take full responsibility for transporting labour daily to and from the site as required and the cost of this shall be included in his tender.</p> <p>OFFICE FOR THE "PROJECT MANAGER"</p> <p>The site office mentioned in item B page GP/7 of the General Preliminaries shall be type "B" as shown on the Ministry of Works Standard Detail. The contractor shall insure the office and furniture against fire, theft and natural calamities and provided day and night security. He shall also provide and maintain adequate access and parking acceptable to the PROJECT MANAGER.</p> <p>TELEPHONE</p> <p>The contractor shall provide telephone facilities (fixed or mobile) on site throughout the duration of the contract for use by the Project Manager. He shall also maintain the phone in permanent working condition and pay all charges for the duration of the Contract.</p> <p>SIGN BOARD</p> <p>Allow for providing, erecting, maintaining throughout the course of the contract and after clearing away a signboard as designed, specified and approved by the Project Manager.</p> <p>HOARDING</p> <p>Hoarding shall not be erected</p> <p>PROGRAMME PROGRESS CHART</p> <p>The Contractor shall allow for providing within One (1) week after the date of possession of the site and in agreement with the "PROJECT MANAGER" a progress chart for the whole of the works. One copy shall be forwarded to the "PROJECT MANAGER" and another copy shall be retained on site on which progress shall be recorded by the Contractor. Should any circumstance arise affecting the program or progress, the chart shall be modified as necessary in consultation with the "PROJECT MANAGER".</p> <p>PERFORMANCE SECURITY (BOND)</p> <p>The Contractor should note that the Performance Security to be provided must be in form of a bank guarantee in the amount of 5 % of the Contract Sum. The form to be signed is M.O.W. 118 or any other format acceptable to the Employer.</p> <p>PAYMENTS TO DOMESTIC SUBCONTRACTORS</p> <p>The Main Contractor shall be fully responsible for paying his Domestic Sub -Contractors but the Government reserves the right in very exceptional circumstances to make such payments direct in the interest of the project, where completion thereof might be jeopardised by any dispute between any of the Contractors and Sub -Contractors involved.</p> <p>APPENDICES</p> <p>The Appendices to the Bills of Quantities shall be regarded for contract purposes as part of the Bill and shall be read and construed with the appropriate sections of the Bills if contained therein.</p>	
	CARRIED TO COLLECTION PAGE: PARTICULAR PRELIMINARIES	

**BILL OF QUANTITIES FOR CONSTRUCTION OF FISHERMEN
BANDAS AT MTANGAWANDA, KIWAYUU AND
KIPUNGANI**

ITEM	DESCRIPTION	AMOUNT
	<p>SUFFICIENCY OF TENDER</p> <p>The main Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the Bills of Quantities which rates and prices shall cover all his obligations under the contract and all matters and things necessary for the proper completion of the works.</p> <p>GENERAL SPECIFICATIONS</p> <p>For the full description of materials, workmanship and method of execution of the works, the Contractor is referred to the Ministry of Works General specifications for building works dated 1976 or any subsequent revision thereof which is issued as a separate document and which shall be followed in all respects unless it conflicts with the General and Particular Preliminaries, Trade Preambles or other items in these Bills of Quantities. In the event of such conflict, then the provisions of the General and Particular Preliminaries, Trade Preambles and these Bills of Quantities take precedence.</p> <p>TRAINING LEVY</p> <p>The Contractor's attention is drawn to Legal Notice No. 237 of October 1971 which requires payment by the Contractor of a Training levy at the rate of 1/4 % of the Contract Sum on all Contracts of more than Kshs. 50,000.00 in value.</p> <p>MATERIALS ON SITE</p> <p>All materials for incorporation in the works must be stored on or adjacent to the site of the works before payment is effected by the "PROJECT MANAGER". This is to include the materials of the Main Contractor, Sub - contractors and Nominated Suppliers.</p> <p>SECURITY AND ACCESS TO THE SITE</p> <p>The Contractor must include in his tender for all necessary expenditure incurred in complying with the security regulations of the Department of Fisheries, Livestock & Co-operative especially in relation to entry and exit from the site of the works and movement within the site.</p> <p>SECURITY</p> <p>The Contractor shall be responsible for ensuring that all personnel of non-Kenyan origin employed on site by him or his sub-contractors or who are otherwise connected with the construction of contract through the Contractor must be approved and cleared to work on the project individually in writing by the relevant Government Agencies.</p> <p>Where personnel are not approved, the Contractor shall be responsible at his own expense for obtaining and employing suitable and approved personnel.</p> <p>The Contractor shall be responsible for ensuring that all matters including drawings, letters and documentation relating to the project are dealt with confidentiality.</p> <p>He will be expected to post notices on site instructing his employees to treat all matters relating to the project as confidential.</p> <p>NUISANCE</p> <p>The Contractor shall not directly or indirectly or otherwise by himself or through his agents cause nuisance. Should he do so he shall be directly responsible for such acts?</p>	
	CARRIED TO COLLECTION PAGE: PARTICULAR PRELIMINARIES	

**BILL OF QUANTITIES FOR CONSTRUCTION OF FISHERMEN
BANDAS AT MTANGAWANDA, KIWAYUU AND
KIPUNGANI**

ITEM	DESCRIPTION	AMOUNT
	COLLECTION PAGE: PARTICULAR PRELIMINARIES Balance brought forward from page DISP/1 Balance brought forward from page DISP/2 Balance brought forward from page DISP/3 Balance brought forward from page DISP/4	
Total for Particular Preliminaries Carried to Summary Page (PRELIMINARIES)		

**BILL OF QUANTITIES FOR CONSTRUCTION OF FISHERMEN
BANDAS AT MTANGAWANDA, KIWAYUU AND
KIPUNGANI**

ITEM	DESCRIPTION	AMOUNT
	<p style="text-align: center;">GENERAL PRELIMINARIES</p> <p>PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES</p> <p>No Prices will be inserted against items of Preliminaries and Preambles in the Contractor's priced Bills of Quantities and Specification. The Contractor shall be deemed to have included in his prices or rates for the various items in the Bills of Quantities or Specification for all costs involved in complying with all the requirements for the proper execution of the whole of the works in the Contract.</p> <p>ABBREVIATIONS</p> <p>Throughout these Bills, units of measurement and terms are abbreviated and shall be interpreted as follows:-</p> <p>C.M. Shall mean cubic metre</p> <p>S.M. Shall mean square metre</p> <p>L.M. Shall mean linear metre</p> <p>mm Shall mean Millimetre</p> <p>KG Shall mean Kilogramme</p> <p>No. Shall mean Number</p> <p>PRS. Shall mean Pairs</p> <p>B.S. Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I., England.</p> <p>ditto Shall mean the whole of the preceding description except as qualified in the description in which it occurs.</p> <p>m.s. Shall mean measured separately.</p> <p>a. b. d Shall mean as before described</p> <p>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</p> <p><u>Attendance</u> Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:-</p> <p>Attendance on nominated Sub-Contractors shall be given as an item in each case shall be deemed to include: allowing use of standing scaffolding, mess rooms, sanitary accommodation and welfare facilities; provision of special scaffolding where necessary; providing space for office accommodation and for storage of plant and materials; providing light and water for their work; clearing away rubbish; unloading checking and hoisting; providing electric power; and removing and replacing duct covers, pipe casings and the like necessary for the execution and testing of Sub- Contractors' work and being responsible for the accuracy of the same.</p>	
	CARRIED TO COLLECTION PAGE: GENERAL PRELIMINARIES	

**BILL OF QUANTITIES FOR CONSTRUCTION OF FISHERMEN
BANDAS AT MTANGAWANDA, KIWAYUU AND
KIPUNGANI**

ITEM	DESCRIPTION	AMOUNT
	<p>Fix Only:-</p> <p>"Fix Only" shall mean take delivery at nearest railway station (Unless otherwise stated), pay all demurrage charges, load and transport to site where necessary, unload, store, unpack, assemble as necessary, distribute to position, hoist and fix only.</p> <p>EMPLOYER</p> <p>The Employer is the County Government of Lamu. The terms "Employer" and "County Government" whoever used in any contract document shall be synonymous.</p> <p>PROJECT MANAGER</p> <p>The term "Project Manager." wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorized to represent him on behalf of the County Government.</p> <p>FORM OF CONTRACT</p> <p>The form of contract will be the one included in the Republic of Kenya Standard Tender Documents for Procurements of Works (2000 Edition) hereby attached and the Conditions of Contract are those attached thereto. If the contractor considers that the compliance with any of the Conditions of Contract involves any expenses he will distribute them among his rates for the various items in the Bills of Quantities. No claim shall be allowed arising from the Contractors Compliance with any of the conditions of Contract. These are numbered from 1 to 26 as set out on pages 18 to 27 of these tender Documents. Particulars of the insertions to be made in the Appendix of the Contract Agreement will be found in the Particular Preliminaries of these Bills Of Quantities.</p> <p>BOND.</p> <p>The Contractor shall find and submit on the Form of Tender the name of one surety who shall be an approved bank and who will be willing to be bound to the County Government of Lamu in and amount equal to Five percent (5%) of the Contract amount for the due performances of the Contract up to the date of completion as certified by the PROJECT MANAGER and who will when and if called upon sign a Bond to that effect on Ministry of Public Works Form No. 118 (without the addition of any limitations).</p> <p>PLANT, TOOLS AND VEHICLES</p> <p>Allow for providing all scaffolding, plant, tools and vehicles required for the works except in so far as may be stated otherwise herein and except for such items specifically and only required for the use of nominated Sub-Contractors as described herein. No timber used for scaffolding, formwork or temporary works of any kind shall be used afterwards in the permanent work.</p> <p>TRANSPORT.</p> <p>Allow for transport of workmen, materials, etc., to and from the site at such hours and by such routes as may be permitted by the competent authorities.</p> <p>MATERIALS AND WORKMANSHIP.</p> <p>All materials and workmanship used in the execution of the work shall be of the best quality and description unless otherwise stated. The Contractor shall order all materials to be obtained from overseas immediately after the Contract is signed and shall also order materials to be obtained from local sources as early as necessary to ensure that they are on site when required for use in the works. The Bills of Quantities shall not be used for the purpose of ordering materials.</p>	
	CARRIED TO COLLECTION PAGE: GENERAL PRELIMINARIES	

**BILL OF QUANTITIES FOR CONSTRUCTION OF FISHERMEN
BANDAS AT MTANGAWANDA, KIWAYUU AND
KIPUNGANI**

ITEM	DESCRIPTION	AMOUNT
	<p>SIGN FOR MATERIALS SUPPLIED.</p> <p>The Contractor will be required to sign a receipt for all articles and materials supplied by the PROJECT MANAGER at the time of taking deliver thereof, as having received them in good order and condition, and will thereafter be responsible for any loss or damage and for replacements of any such loss or damage with articles and/or materials which will be supplied by the "PROJECT MANAGER" at the current market prices including Customs Duty and V.A.T., all at the Contractor's own cost and expense, to the satisfaction of the "PROJECT MANAGER"</p> <p>STORAGE OF MATERIALS</p> <p>The Contractor shall provide at his own risk and cost where directed on the site weatherproof lockup 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>SAMPLES</p> <p>The Contractor shall furnish at his own cost any samples of materials or workmanship including concrete test cubes required for the works that may be called for by the PROJECT MANAGER for his approval until such samples are approved by the PROJECT MANAGER and the PROJECT MANAGER, may reject any materials or workmanship not in his opinion to be up to approved samples. The PROJECT MANAGER shall arrange for the testing of such materials as he may at his discretion deem desirable, but the testing shall be made at the expense of the Contractor and not at the expense of the PROJECT MANAGER. The Contractor shall pay for the testing in accordance with the current scale of testing charges laid down by the Ministry of Roads and Public Works. The procedure for submitting samples of materials for testing and the method of marking for identification shall be as laid down by the PROJECT MANAGER. The Contractor shall allow in his tender for such samples and tests except those in connection with nominated sub-contractors' work.</p> <p>GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.</p> <p>Allow for complying with all Government Acts, Orders and Regulations in connection with the employment of Labour and other matters related to the execution of the works. In particular the Contractor's attention is drawn to the provisions of the Factory Act 1950 and his tender must include for all costs arising or resulting from compliance with any Act, Order or Regulation relating to Insurances, pensions and holidays for workpeople or so the safety, health and welfare of the workpeople. The Contractor must make himself fully acquainted with current Acts and Regulations, including Police Regulations regarding the movement, housing, security and control of labor, labor camps, passes for transport, etc. It is most important that the Contractor, before tendering, shall obtain from the relevant Authority the fullest information regarding all such regulations and/or restrictions which may affect the organization of the works, supply and control of labor, etc. And allow accordingly in his tender. No claim in respect of want of knowledge in this connection will be entertained.</p> <p>SECURITY OF WORKS ETC.</p> <p>The Contractor shall be entirely responsible for the security of all the works stores, materials, plant, personnel, etc., both his own and sub-contractors' and must provide all necessary watching, lighting and other precautions as necessary to ensure security against theft, loss or damage and the protection of the public.</p> <p>PUBLIC AND PRIVATE ROADS.</p> <p>Maintain as required throughout the execution of the works and make good any damage to public or private roads arising from or consequent upon the execution of the works to the satisfaction of the local and other competent authority and the PROJECT MANAGER</p>	
	CARRIED TO COLLECTION PAGE: GENERAL PRELIMINARIES	

**BILL OF QUANTITIES FOR CONSTRUCTION OF FISHERMEN
BANDAS AT MTANGAWANDA, KIWAYUU AND
KIPUNGANI**

ITEM	DESCRIPTION	AMOUNT
	<p>EXISTING PROPERTY.</p> <p>The Contractor shall take every precaution to avoid damage to all existing property including roads, cables, drains and other services and he will be held responsible for and shall make good all such damage arising from the execution of this contract at his own expense to the satisfaction of the PROJECT MANAGER.</p> <p>VISIT SITE AND EXAMINE DRAWINGS.</p> <p>The Contractor is recommended to examine the drawings and visit the site the location of which is described in the Particular Preliminaries hereof. He shall be deemed to have acquainted himself therewith as to its nature, position, means of access or any other matter which may affect his tender. No claim arising from his failure to comply with this recommendation will be considered.</p> <p>ACCESS TO SITE AND TEMPORARY ROADS.</p> <p>Means of access to the Site shall be agreed with the PROJECT MANAGER prior to commencement of the work and Contractor must allow for building any necessary temporary access roads for the transport of the materials, plant and workmen as may be required for the complete execution of the works including the provision of temporary culverts, crossings, bridges, or any other means of gaining access to the Site. Upon completion of the works, the Contractor shall remove such temporary access roads; temporary culverts, bridges, etc., and make good and reinstate all works and surfaces disturbed to the satisfaction of the "PROJECT MANAGER".</p> <p>AREA TO BE OCCUPIED BY THE CONTRACTOR</p> <p>The area of the site which may be occupied by the Contractor for use of storage and for the purpose of erecting workshops, etc., shall be defined on site by the "PROJECT MANAGER"</p> <p>OFFICE ETC. FOR THE PROJECT MANAGER</p> <p>The Contractor shall provide, erect and maintain where directed on site and afterwards dismantle the Site Office of the type noted in the Particular Preliminaries, complete with furniture .He shall also provide a strong metal trunk complete with strong hasp and staple fastening and two keys. He shall provide, erect and maintain a lock-up pedestal 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 the services of cleaner and pay all conservancy charges and keep both office and keep both office and closet in a clean and sanitary condition from the 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 the PROJECT MANAGER a modern and accurate level together with leveling staff, ranging rods and 50 meter metallic or linen tape.</p> <p>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</p> <p>The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. The Contractor must make his own arrangements for connection to the nearest suitable water main and for metering the water used. He must also provide temporary tanks and meters as required at his own cost and clear away when no longer required and make good on completion to the entire satisfaction of the PROJECT MANAGER. The Contractor shall pay all charges in connection herewith. No guarantee is given or implied that sufficient water will be available from mains and the Contractor must make his own arrangements or augmenting this supply at his own cost. Nominated sub-contractors are to be made liable for the cost of any water or electric current used and for any installation provided especially for their own use.</p>	
	CARRIED TO COLLECTION PAGE: GENERAL PRELIMINARIES	

**BILL OF QUANTITIES FOR CONSTRUCTION OF FISHERMEN
BANDAS AT MTANGAWANDA, KIWAYUU AND
KIPUNGANI**

ITEM	DESCRIPTION	AMOUNT
	<p>SANITATION OF THE WORKS</p> <p>The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labor Department and the PROJECT MANAGER</p> <p>SUPERVISION AND WORKING HOURS</p> <p>The works shall be executed under the direction and to the entire satisfaction in all respects of the PROJECT MANAGER who shall at all times during normal working hours have access to the works and to the yards and workshops of the Contractor and sub-Contractors or other places where work is being prepared for the contract. The working hours shall be those generally worked by good employees in the Building and Civil Engineering trades in Kenya .No work shall be carried out at night or on gazzeted holidays unless the PROJECT MANAGER shall direct so. No work shall be covered up nor shall any concreting be carried out in the absence of the Clerk of Works without prior approval of the PROJECT MANAGER in writing.</p> <p>PROVISIONAL SUMS.</p> <p>The term "Provisional Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (i) of the Standard Method of Measurement Such sums are net and no addition shall be made to them for profit.</p> <p>PRIME COST (OR P.C.) SUMS.</p> <p>item A7 (ii) of the Standard Method of Measurement. Persons or firms nominated by the PROJECT MANAGER to execute</p> <p>PROGRESS CHART.</p> <p>The Contractor shall provide within two weeks of Possession of Site and in agreement with the PROJECT MANAGER a Progress Chart for the whole of the works including the works of Nominated Sub- Contractors; one copy to be handed to the PROJECT MANAGER and a further copy to be retained on Site. Progress to be recorded and chart to be amended as necessary as the work proceeds.</p> <p>ADJUSTMENT OF P.C. SUMS.</p> <p>In the final account all P.C. Sums shall be deducted and the amount properly expended upon the D.R's order in respect of each of them added to the Contract sum. The Contractor shall produce to the PROJECT MANAGER such quotations, invoices or bills, properly receipted, as may be necessary to show the actual details of the sums paid by the Contractor. Items of profit upon P.C. Sums shall be adjusted in the final account pro-rata to the amount paid. Items of "attendance" (as previously described) following P.C. Sums shall be adjusted pro-rata to the physical extent of the work executed (not pro-rata to the amount paid) and this shall apply even though the Contractor's priced Bill shows a percentage in the rate column in respect of them. Should the Contractor be permitted to tender and his tender be accepted of any work for which a P.C. Sum is included in these Bill of Quantities profit and attendance will be allowed at the same rate as it would be if the work were executed by a Nominated Sub-Contractor.</p>	
	CARRIED TO COLLECTION PAGE: GENERAL PRELIMINARIES	

**BILL OF QUANTITIES FOR CONSTRUCTION OF FISHERMEN
BANDAS AT MTANGAWANDA, KIWAYUU AND
KIPUNGANI**

ITEM	DESCRIPTION	AMOUNT
	<p>ADJUSTMENT OF PROVISIONAL SUMS.</p> <p>In the final account all Provisional Sums shall be deducted and the value of the work properly executed in respect of them upon the PROJECT MANAGER's order added to the Contract Sum. Such work shall be valued as described for Variations in Conditions No. 22 of the Conditions of Contract, but should any part of the work be executed by a Nominated Sub-Contractor, the value of such work or articles for the work to be supplied by a Nominated Supplier, the value of such work or articles shall be treated as a P.C. Sum and profit and attendance comparable to that contained in the priced Bills of Quantities for similar items added.</p> <p>NOMINATED SUB-CONTRACTORS</p> <p>When any work is ordered by the PROJECT MANAGER to be executed by nominated sub-contractors, the Contractor shall enter into sub-contracts as described in Condition No. 20 of the Conditions of Contract and shall thereafter be responsible for such sub-contractors in every respect. Unless otherwise described the Contractor is to provide for such Sub-Contractors any or all of the facilities described in these Preliminaries. The Contractor should price for these with the nominated Sub-contract Contractor's work concerned in the P.C. Sums under the description "add for Attendance".</p> <p>DIRECT CONTRACTS</p> <p>Notwithstanding the foregoing conditions, the County Government reserves the right to place a "Direct Contract" for any goods or services required in the works which are covered by a P.C. Sum in the Bills of Quantities and to pay for the same direct. In the instances, profit relative to the P.C. Sum the priced Bills of Quantities will be adjusted as described for P.C. Sums and allowed.</p> <p>ATTENDANCE UPON OTHER TRADESMEN, ETC.</p> <p>The Contractor shall allow for the attendance of trade upon trade and shall afford any tradesmen or other persons employed for the execution of any work not included in this Contract every facility for carrying out their work and also for use of his ordinary scaffolding. The Contractor, however, shall not be required to erect any special scaffolding for them. The Contractor shall perform such cutting away for and making good after the work of such tradesmen or persons as may be ordered by the PROJECT MANAGER and the work will be measured and paid for to the extent executed at rates provided in these Bills.</p> <p>INSURANCE</p> <p>The Contractor shall insure as required in Conditions Nos. 22 and 23 of the Conditions of Contract. No payment on account of the work executed will be made to the Contractor until he has satisfied the PROJECT MANAGER either by production of an Insurance Policy or and Insurance Certificate that the provision of the foregoing Insurance Clauses have been complied with in all respects. Thereafter the PROJECT MANAGER shall from time to time ascertain that premiums are duly paid up by the Contractor who shall if called upon to do so, produce the receipted premium renewals for the PROJECT MANAGER's inspection.</p> <p>PROVISIONAL WORK</p> <p>All work described as "Provisional" in these Bills of Quantities is subject to re-measurement in order to ascertain the actual quantity executed for which payment will be made. All "Provisional" and other work liable to adjustment under this Contract shall left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the PROJECT MANAGER Immediately the work is ready for measuring, the Contractor shall give notice to the PROJECT MANAGER. If the Contractor makes default in these respects he shall if the PROJECT MANAGER so directs uncover the work to enable all measurements to be taken and afterwards reinstate at his own expense.</p>	
	CARRIED TO COLLECTION PAGE: GENERAL PRELIMINARIES	

**BILL OF QUANTITIES FOR CONSTRUCTION OF FISHERMEN
BANDAS AT MTANGAWANDA, KIWAYUU AND
KIPUNGANI**

ITEM	DESCRIPTION	AMOUNT
	<p>ALTERATIONS TO BILLS, PRICING, ETC.</p> <p>Any unauthorized alteration or qualification made to the text of the Bills of Quantities may cause the Tender to be disqualified and will in any case be ignored. The Contractor shall be deemed to have made allowance in his prices generally to cover any items against which no price has been inserted in the priced Bills of Quantities. All items of measured work shall be priced in detail and the Tenders containing Lump Sums to cover trades or groups of work must be broken down to show the price of each item before they will be accepted.</p> <p>BLASTING OPERATIONS</p> <p>Blasting will only be allowed with the express permission of the PROJECT MANAGER in writing. All blasting operations shall be carried out at the Contractor's sole risk and cost in accordance with any Government regulations laid down by the PROJECT MANAGER governing the use and storage of explosives.</p> <p>MATERIALS ARISING FROM EXCAVATIONS</p> <p>MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used</p> <p>PROTECTION OF THE WORKS.</p> <p>Provide protection of the whole of the works contained in the Bills of Quantities, including casing , casing up, covering or such other means as may be necessary to avoid damage to the satisfaction of the PROJECT MANAGER and remove such protection when no longer required and make good any damage which may nevertheless have been done at completion free of cost to the Government.</p> <p>REMOVAL OF RUBBISH ETC.</p> <p>Removal of rubbish and debris from the Buildings and site as it accumulates and at the completion of the works and remove all plant, scaffolding and unused materials at completion.</p> <p>WORKS TO BE DELIVERED UP CLEAN</p> <p>Clean and flush all gutters, rainwater and waste pipes, manholes and drains, wash (except where such treatment might cause damage) and clean all floors, sanitary fittings, glass inside and outside and any other parts of the works and remove all marks, blemishes, stains and defects from joinery, fittings and decorated surfaces generally, polish door furniture and bright parts of metalwork and leave the whole the buildings watertight, clean, perfect and fit for occupation to the approval of the PROJECT MANAGER</p> <p>GENERAL SPECIFICATION.</p> <p>For the full description of materials and workmanship, method of execution of the work and notes for pricing, the Contractor is referred to the Ministry of Roads and Public Works General Specification dated 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be allowed in all respects, unless it conflicts with the General Preliminaries, Trade Preambles or other items in these Bills of Quantities.</p> <p>TRAINING LEVY</p> <p>The Contractor's attention is drawn to legal notice No. 237 of October, 1971, which requires payment by the Contractor of a Training Levy at the rate of 1/4 % of the Contract sum on all contracts of more than Kshs. 50,000.00 in value.</p> <p>MATERIALS ON SITE</p> <p>All materials for incorporation in the works must be stored on or adjacent to the site before payment is effected unless specifically exempted by the PROJECT MANAGER. This is to include the materials of Main Contractor, Nominated Sub-Contractors and Nominated Suppliers.</p>	
	CARRIED TO COLLECTION PAGE: GENERAL PRELIMINARIES	

**BILL OF QUANTITIES FOR CONSTRUCTION OF FISHERMEN
BANDAS AT MTANGAWANDA, KIWAYUU AND
KIPUNGANI**

ITEM	DESCRIPTION	AMOUNT
	<p>COLLECTION PAGE: GENERAL PRELIMINARIES</p> <p>Brought forward from page DISP/6</p> <p>Brought forward from page DISP/7</p> <p>Brought forward from page DISP/8</p> <p>Brought forward from page DISP/9</p> <p>Brought forward from page DISP/10</p> <p>Brought forward from page DISP/11</p> <p>Brought forward from page DISP/12</p>	
	Total for General Preliminaries Carried to Summary Page (PRELIMINARIES)	

**BILL OF QUANTITIES FOR CONSTRUCTION OF FISHERMEN
BANDAS AT MTANGAWANDA, KIWAYUU AND
KIPUNGANI**

ITEM	DESCRIPTION	AMOUNT
	<p>SUMMARY PAGE: PRELIMINARIES</p> <p>Balance brought forward from page DISP/5</p> <p>Balance brought forward from page DISP/13</p>	
	Total for Preliminaries Carried to Grand Summary	

**BILL OF QUANTITIES FOR CONSTRUCTION OF FISHERMEN
BANDAS AT MTANGAWANDA, KIWAYUU AND
KIPUNGANI**

BILL OF QUANTITIES

CONSTRUCTION OF 3NO FISHERMEN BANDA AT MTANGAWANDA, KIWAYUU AND KIPUNGANI

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO.1</u>				
	<u>SUBSTRUCTURES</u>				
	<u>(ALL PROVISIONAL)</u>				
	<u>EXCAVATIONS AND EARTHWORKS</u>				
A	Clear site of all bushes, shrubs, grass, small trees etc including grubbing up the roots and cart away.	81	SM		
B	Excavate over site average 150mm deep and wheel and deposit on site as directed	81	SM		
C	Excavate foundation trenches not exceeding 1.5m deep commencing from stripped level.	41	CM		
D	Return fill and ram.	26	CM		
E	Remove surplus excavated material from site.	81	CM		
F	300mm thick approved hardcore well compacted in layers not exceeding 150mm deep.	81	SM		
G	50mm thick murram blinding to surface of hardcore.	81	SM		
H	Apply "Termidor" or any other similar and approved anti termite chemical treatment on blinded surfaces.	SM	81		
I	500 gauge polythene sheeting with sides and end laps as described laid on blinded surfaces	SM	81		
Carried to Collection					

CONSTRUCTION OF 3NO FISHERMEN BANDA AT MTANGAWANDA, KIWAYUU AND KIPUNGANI

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SUBSTRUCTURES-(CONTINUED)</u>				
	<u>Plain concrete (1:4:8) in</u>				
A	50mm Thick blinding to foundation	SM	27		
	<u>Vibrated reinforced concrete grade 25/20 (1:1.5:3) in:</u>				
B	Strip footing and ground beam.	CM	6		
C	150mm Thick ground bed	SM	81		
	<u>Sawn formwork to:</u>				
D	Sides of strip footing	SM	102		
E	Edges of floor bed 75 - 150mm high	LM	20		
	<u>Steel reinforcement as described including cutting to length, bending and fixing including all necessary tying wires and spacing blocks (all provisional)</u>				
F	8mm Diamer high tensile square twisted steel bar	KG	60		
G	10mm Ditto	KG	91		
	<u>Steel fabric mesh reinforcement to B.S. 4483</u>				
H	No. A 142 fabric weighing 2.22Kg/sm fixed in bed	SM	81		
	<u>Natural stone walling in cement and sand (1:3) mortar and including reinforcing with 20 x 3mm thick hoop iron in every alternate course.</u>				
I	200mm Thick walling	SM	70		
	<u>Plinths</u>				
J	12mm thick cement and sand (1:3) render to plinths	SM	40		
K	Prepare and apply three coats bituminous paint to rendered plinths	SM	40		
Carried to Collection					

CONSTRUCTION OF 3NO FISHERMEN BANDA AT MTANGAWANDA, KIWAYUU AND KIPUNGANI

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SUBSTRUCTURES-(CONTINUED)</u>				
A	Allow for keeping the whole of the excavations free from all water; include for draining or otherwise keeping all works free from water as necessary over the entire contract period	ITEM			
B	Allow for maintaining and upholding sides of excavations and keeping excavations clear of all fallen materials, rubbish etc	ITEM			
	<u>Paving Slabs around building</u>				
C	600 x 600 x 50mm thick precast concrete paving slabs bedded and jointed in cement and sand (1:4) mortar laid on and including 50mm thick sand bed	SM	23		
Carried to Collection below					
<u>COLLECTION</u> FROM PAGE 5/1 FROM PAGE 5/2 FROM ABOVE					
TOTAL FOR ELEMENT NO. 1 (SUBSTRUCTURES)					CARRIED TO SUMMARY

CONSTRUCTION OF 3NO FISHERMEN BANDA AT MTANGAWANDA, KIWAYUU AND KIPUNGANI

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 2</u>				
	<u>REINFORCED CONCRETE SUPERSTRUCTURE</u>				
	<u>Vibrated reinforced concrete grade 25/20 (1:1.5:3) in:</u>				
A	Ring beams	CM	2		
B	Columns	CM	1		
	<u>Sawn formwork to:</u>				
C	Sides and soffites of beams	SM	38		
D	Sides of columns.	SM	24		
	<u>Steel reinforcement as described including cutting to length, bending, hoisting and fixing including all necessary tying wires and spacing blocks (all provisional)</u>				
	<u>High tensile square twisted bars</u>				
G	8mm Diameter bars	KG	72		
I	12mm Ditto	KG	157		
TOTAL FOR ELEMENT NO.2 CARRIED TO SUMMARY					

CONSTRUCTION OF 3NO FISHERMEN BANDA AT MTANGAWANDA, KIWAYUU AND KIPUNGANI

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 3</u>				
	<u>WALLING</u>				
A	200 mm wide approved quality 3-ply bituminous felt damp proof course under walls	LM	42		
	Smooth chisel dressed natural stone walling in cement and sand (1:4) mortar reinforced with and including 25 x 3mm thick hoop iron in every alternate course				
B	200mm Thick walling externally	SM	41		
TOTAL FOR ELEMENT NO. 3 (WALLING) CARRIED TO SUMMARY					

Command

CONSTRUCTION OF 3NO FISHERMEN BANDA AT MTANGAWANDA, KIWAYUU AND KIPUNGANI

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	ELEMENT NO.4				
	ROOFING				
A	Supply and fix new gauge 26 pre-painted Aluminium Zinc boxed profile IT5 roofing sheets as "MRM" stanadrd or equal and approve include	SM	104		
B	Ridge cap to match.	LM	15		
C	Filled end of ridge cap with cement and sand (1:3) mortar	NO	2		
	Trusses (All timber work is provisional)				
	<u>The following in pressure impregnated first grade cypress timber</u>				
D	150 x 50mm Rafter	LM	118		
E	Ditto tie beams	LM	86		
F	Ditto king post	LM	34		
G	100 x 50mm struts and ties	LM	156		
H	Ditto collar splices	LM	38		
I	75 x 50mm purlins	LM	200		
	<u>The following in second grade celcured and well seasoned cypress timber</u>				
J	100 x 50 mm wall plate bolted to wall with and including 12mm diameter bolts 60mm long at 1000mm centres	LM	36		
K	200 x 50mm Ridge board	LM	21		
L	Bore hole in 50mm thick timber for 12mm diameter bolts	NO	28		
M	Make mortice in reinforced concrete for 12mm diameter bolts	NO	28		
	<u>Knot, stain prepare and apply three coats oil gloss paint to:</u>				
M	General surfaces of timber	SM	60		
N	Surfaces of timber 200-300mm girth	LM	121		
TOTAL FOR ELEMENT NO. 4 (ROOFING)					
CARRIED TO SUMMARY					

CONSTRUCTION OF 3NO FISHERMEN BANDA AT MTANGAWANDA, KIWAYUU AND KIPUNGANI

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 5</u>				
	<u>EXTERNAL FINISHINGS</u>				
	<u>Wall finishes</u>				
A	20mm thick cement and sand (1:5) wood float Render to walls.	SM	41		
	<u>Prepare and Apply Three Coats First Grade Plastic Emulsion Paint onto.</u>				
B	Rendered walls	SM	41		
TOTAL FOR ELEMENT NO. 5 CARRIED TO (EXTERNAL FINISHES) SUMMARY					

CONSTRUCTION OF 3NO FISHERMEN BANDA AT MTANGAWANDA, KIWAYUU AND KIPUNGANI

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>ELEMENT NO. 6</u>				
	<u>INTERNAL FINISHES</u>				
	<u>FLOOR FINISHES</u>				
	<u>Cement and sand (1:4) paving steel trawelled smoothwood floated on concrete to:-</u>				
A	40mm thick floor paving	SM	81		
B	32mm thick wall	SM	41		
C	Ditto columns and beams	SM	12		
	<u>Prepare and apply three coats first grade plastic emulsion paint to:</u>				
D	Wall	SM	41		
E	Ditto columns and beam	SM	12		
TOTAL FOR ELEMENT NO. 6 CARRIED TO (INTERNAL FINISHES) SUMMARY					

CONSTRUCTION OF 3NO FISHERMEN BANDA AT MTANGAWANDA, KIWAYUU AND KIPUNGANI

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>PROJECT MANAGEMENT EXPENSES</u>				
	Tenderers shall price for the following requirements for project management. These shall then be availed as and when required by the Project Manager.				
A	Allow for transport for at least 3No. officers to and from site. Transport to be provided as and when instructed by the Project Manager for the duration of the contract for a maximum of 4 trips.	TRIP	4		
B	Provide Airtime for Project Manager at a rate of Kshs. 1000/=for the duration of the contract.	ITEM	1		
C	Allow for Profit and attendance for Item B above.	%			
D	Provide for Project Manager's site visits allowances, maximum 4no site visits: 3no officers.	NO	4		
E	Allow for Profit and attendance for Item D above.	%			
	STATIONERY				
	Tenderers shall price for the following stationery requirements for project management. These shall then be delivered, upon first demand, to the office of the County Works Officer immediately after the award to the successful tenderer.				
F	Photocopy paper, Size A4, 210 x 297mm, 80g/cm ³ , white, 500 sheets.	REAM	10		
TOTAL FOR PROJECT MANAGEMENT CARRIED TO GRAND SUMMARY					

CONSTRUCTION OF 3NO FISHERMEN BANDA AT MTANGAWANDA, KIWAYUU AND KIPUNGANI

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	PROVISIONAL SUMS				
C	Allow a Provisional Sum of Ksh.50,000.00 for Contingencies.	ITEM			
D	Allow for profit and overhead on Item C above.	%			
TOTAL FOR PROVISIONAL SUMS CARRIED TO SUMMARY					

CONSTRUCTION OF 3NO FISHERMEN BANDA AT MTANGAWANDA, KIWAYUU AND KIPUNGANI

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>SECTION SUMMARY</u>				
A	SUBSTRUCTURES.....	5/3			
B	REINFORCED CONCRETE SUPERSTRUCTURE.....	5/4			
C	WALLING.....	5/5			
D	ROOFING.....	5/8			
E	EXTERNAL FINISHES.....	5/12			
F	INTERNAL FINISHES.....	5/13			
G	PROJECT MANAGEMENT	5/21			
H	PROVISIONAL SUM	5/22			
TOTAL FOR BUILDERS WORKS CARRIED TO GRAND SUMMARY					

CONSTRUCTION OF 3NO FISHERMEN BANDA AT MTANGAWANDA, KIWAYUU AND KIPUNGANI

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<u>GRAND SUMMARY</u>				
	PARTICULAR & GENERAL PRELIMINARIES.....				
	BUILDER'S WORK (Total for 1No banda.....				
	BUILDER'S WORK (Total for 1No banda x3)				
	SUB-TOTAL.....				
	ADD 16% VAT.....				
	GRAND TOTAL CARRIED TO FORM OF TENDER				

Contractor.....

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Address.....

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Signature.....

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Date.....

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Witness

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Address.....

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Signature.....

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Date.....

