



**REPUBLIC OF KENYA**

**COUNTY GOVERNMENT OF LAMU**



**TENDER DOCUMENT  
FOR  
EXPANSION OF KIZINGITINI HOSPITAL**

**TENDER NO. CGL/TND/HEALTH/017/2020-2021**

**NEG: 828220**

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## SECTION I

### INVITATION FOR TENDERS

**Tender reference TENDER NO. CGL/TND/HEALTH/005/2020-2021**

**Tender Name: EXPANSION OF KIZINGITINI HOSPITAL**

The (County Government of Lamu) invites sealed tenders for the **EXPANSION OF KIZINGITINI HOSPITAL**

- 1.1 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](http://www.lamu.go.ke).
- 1.2 A complete set of tender documents may be obtained by interested candidates upon visiting the supplier portal at [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke) Complete set of documents can also be downloaded from our website at [www.lamu.go.ke](http://www.lamu.go.ke) **free of charge.**
- 1.3 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 addressed to **(COUNTY GOVERNMENT OF LAMU P.O BOX 74- 80500 LAMU and should be submitted electronically through IFMIS supplier portal at [www.supplier.treasury.go.ke](http://www.supplier.treasury.go.ke)** so as to be received on or before **Monday 16<sup>th</sup> November 2020 at 11.00 a.m.**
- 1.4 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend at Supply Chain Management Office at County Headquarters Boardroom Mokowe at 11.00am.

*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.

- 1.2 Tenderers shall include the following information and documents with their tenders, unless otherwise stated:
- 1.3 All information provided may be subject to confirmation by County Government of Lamu. Providing false information will lead to disqualification. Bidder shall attain a minimum of 70 % to qualify for financial bid evaluation and comparison.
- 1.4 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.
- 1.5 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.
- 1.6 The procurement entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 1.7 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 1.8 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 16<sup>th</sup> November 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	Particulars of Appendix to instructions to tenderers
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	One (1) original and one (1) copy properly bound.
5.1 State day, date and time of tender closing	<b>Monday 16<sup>th</sup> November 2020 at 11:00 a.m.</b>
5.4	No correction of errors
5.9	Preference
Appendices	Bill of Quantities for expansion of kizingitini hospital
Site Visit	Voluntary site Visits by all interested bidders before submission of tenders 11 <sup>th</sup> NOV 2020

## 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 Any thing 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.

## Evaluation criteria

	MADATORY REQUIREMENTS	POINTS
1.	<b>Particulars of the Tendering Company (Attach Copies)</b> <div> <div>a) Certified copies of statutory documents as follows: -</div> <ul style="list-style-type: none"> <li>• Certificate of Firm registration/ Incorporation.</li> <li>• Valid and Current Tax Compliance certificate.</li> <li>• Registration Certificate from National Construction Authority (NCA) Category 8 and above for <b>Building Works</b>).</li> </ul> <div>b) Completed confidential business questionnaire and declaration form duly filled, signed and stamped.</div> <div>c) Current and valid business permit.</div> <div>d) List of Directors with respective shareholding and details of Citizenship (attach CR12 Form).</div> <div>e) Bid Security/Bond in the equivalent of 2% of the tender amount in form of a bank guarantee from a reputable bank located in Kenya or Insurance Firm registered and approved by PPRA valid for 120 days from the closing date of the tender.</div> <div>f) Proof of payment for bid (tender) document (Attach copy of payment receipt) or statement that it was freely downloaded from the County's website.</div> <div>g) Signed and stamped statement of verification that the bidder is not debarred in matters of Public Procurement and Disposal Act, 2015. (As per section 62 of PPDA 2015).</div> <div>h) Bidder to provide self-declaration that the person/tenderer will not engage in any corrupt or fraudulent practice.</div> </div> <div><b>Tenders which do not satisfy any of the above requirements shall be rejected.</b></div>	<b>Mandatory</b>
	<b>TECHNICAL/GENERAL REQUIREMENTS</b>	
2	<b>RELEVANT EXPERIENCE ( 40 POINTS)</b>	
	<p>Details of experience and past performance on at least five projects in works of a similar nature within the past five years (2015-2020) each with value of not less than 10 Million including 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) <b>40 Points.</b></p> <ul style="list-style-type: none"> <li>- <i>Name of the project – ( Each @ 1point * 5 = 5 Points)</i></li> <li>- <i>Address of Project – ( Each @ 1 point *5 = 5 Points</i></li> <li>- <i>Contact persons – (Each @ 1 point * 5 = 5 Points.</i></li> <li>- <i>The Project Value- (Each @ 2 Points * 5 = 10 Points.</i></li> <li>- <i>Proof of Such Contracts (Attach award letters. LPOs, LSO, s, Signed Contracts or completion certificate. ( 15 Points)</i></li> </ul>	<b>40</b>
3	<b>MACHINERY AND EQUIPMENT ( 10 POINTS)</b>	
	Major items of Contractor's Equipment proposed for carrying out the works including but not limited to the listed items; - Support Trucks, Transportation Vehicles, Excavators etc.	<b>10</b>

	a) Availability of the equipment listed <b>(3 Points)</b> . Provide confirmation. b) State if the equipment is owned or leased and attach supporting evidence – <b>(5 Points)</b> , No proof of ownership – <b>(0 Points)</b> . c) Attach a firm commitment letter authorizing the County Government of Lamu to inspect the items at any time – <b>(2 Points)</b>	
<b>4</b>	<b>BUSINESS SUPPORT – 20 POINTS</b>	
	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 – <b>(3 Points)</b> . b) Indicate appointed bankers showing the name, address, contact person and address of bidder's bankers – <b>(2 Points)</b> . c) Letter of authority from the bidder authorizing the County Government of Lamu to seek reference from the bidder's bankers – <b>(3 Points)</b> . d) Bank statements for the last twelve months (October 2019 – October, 2020) – <b>(2 Points)</b>	<b>10</b>
<b>5</b>	<b>REFERENCE LETTERS – (10 POINTS)</b>	
	At least Five (5) letters of recommendation from referees <b>(1 Point per Letter.)</b> a) Five (5) Letters – 5 Points). b) Less than Five (5) Letters – (Pro rate) c) No Letter availed – (0 Points) Please note that LPO's or award letters shall not be treated as reference letters. Proper recommendation from satisfied clients for work performed or services provided shall be required.	5
<b>6</b>	<b>COMPLETION PERIOD AND WORK PROGRAMME – (20 POINTS)</b>	
	a) Work programme attached with Gantt Chart – <b>(8 POINTS)</b> b) Shortest completion period but within Engineers estimated completion time – <b>(2 Points)</b> . c) Pro – rate for other completion periods.	10
<b>7</b>	<b>LITIGATION HISTORY- (5 POINTS )</b>	
	a) Filled litigation with sworn Affidavit attached <b>(5 POINTS)</b>	<b>5</b>
	b) Filled litigation history with No Sworn Affidavit <b>(1 POINT)</b>	
	c) No filled litigation history, but with Sworn Affidavit attached <b>(1 Point)</b>	
	d) No filled litigation history and No Sworn affidavit ;; (0 Points)	
	<b>Total</b>	<b>80</b>

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.

## **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 EXPANSION OF KIZINGITINI HOSPITAL marked as appendix A.**

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

### **I. SPECIFICATIONS**

**Notes for preparing Specifications, County Government of Lamu wishes to engage contractors on arrangement for works.**

- 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.

**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]

1. 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.
2. 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.
3. 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.
4. 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 of .....20.....

THE CONDITIONS of this obligation are:

1. If after tender opening the tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers  
Or
2. If the tenderer, having been notified of the acceptance of his tender by the 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 recognised bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

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

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. \_\_\_\_\_ (amount of Guarantee in figures) Kenya Shillings \_\_\_\_\_ (amount of Guarantee in words), and we undertake to pay you, upon your first written demand and without 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 Oblige (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,

39

Issued by the County Government of Lamu, 2019
-----------------------------------------------

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

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

Address \_\_\_\_\_

Date \_\_\_\_\_

Witness:      Name: \_\_\_\_\_

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

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

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



## QUALIFICATION INFORMATION

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

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

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

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

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

Year	Volume	
	Currency	Value

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

Project name	Name of client and contact person	Type of work performed and year of completion	Value of contract

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

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

_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
(etc.)			

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

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

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

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

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

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

- 1.8 Name, address and telephone, telex and facsimile numbers of banks that may provide reference if contacted by the 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 Licence No..... Expiring date.....

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

Name of your bankers.....

Branch.....

### *Part 2 (a) – Sole Proprietor*

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

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

Citizenship details .....

### *Part 2 (b) – Partnership*

*Give details of partners as follows:*

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

## **DETAILS OF SUB-CONTRACTORS**

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

Failure to comply with this requirement may invalidate the tender.

(1) Portion of Works to be sublet: .....

[i] Full name of Sub-contractor  
and address of head office: .....

.....

(ii) Sub-contractor's experience  
of similar works carried out  
in the last 3 years with  
Contract value: .....

.....

.....

(2) Portion of Works to sublet: .....

(i) Full name of sub-contractor  
and address of head office: .....

.....

.....

(ii) Sub-contractor's experience  
of similar works carried out  
in the last 3 years with  
contract value: .....

.....

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

\_\_\_\_\_  
Date

## LETTER OF NOTIFICATION OF AWARD

Address of 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 of .....20.....in the matter of Tender No.....of .....20...



### 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



## **COUNTY GOVERNMENT OF LAMU**

### **BILLS OF QUANTITIES**

### **PROPOSED BOUNDARY WALL AND RENOVATIONS AT KIZINGITINI DISPENSARY**

**OCTOBER, 2020**

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b>SECTION 1</b> <b><u>PRELIMINARIES</u></b></p> <p style="text-align: center;"><b><u>GENERAL PRELIMINARIES</u></b></p> <p><b>A PRICING OF ITEMS OF PRELIMINARIES AND PREAMBLES</b></p> <p><b>Prices will be inserted against items of Preliminaries in the Contractor's priced Bills of Quantities and Specification.</b></p> <p>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><b>B <u>ABBREVIATIONS</u></b></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>				
	<b>CARRIED TO GENERAL PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b>SECTION 1</b> <b><u>PRELIMINARIES</u></b></p> <p style="text-align: center;"><b><u>GENERAL PRELIMINARIES 'ctd</u></b></p> <p><b>EXCEPTION TO THE STANDARD METHOD OF MEASUREMENT</b></p> <p><b>Attendance Clause B19(a) of the Standard Method of Measurement is deleted and the following clause is substituted:-</b></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, messrooms, 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> <p><b>Fix Only:-</b> "Fix Only" shall mean take delivery at nearest transport/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><b>B <u>EMPLOYER</u></b></p> <p>The Employer is the <b>County Government of Lamu</b> . The terms "Employer" and "County Government" wherever used in any contract document shall be synonymous.</p> <p><b>C <u>PROJECT MANAGER</u></b></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 authorised to represent him on behalf of the County Government.</p>				
	<b>CARRIED TO GENERAL PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p align="center"><b>SECTION 1</b> <b><u>PRELIMINARIES</u></b></p> <p align="center"><b><u>GENERAL PRELIMINARIES 'ctd</u></b></p>				
<b>A</b>	<p><b><u>ARCHITECT</u></b></p> <p>The term "Architect" wherever used in these Bills of Quantities shall be deemed to mean <b>County Architect</b>, County Government of Lamu, and P.O. Box 74 - 80500 Lamu</p>				
<b>B</b>	<p><b><u>QUANTITY SURVEYOR</u></b></p> <p>The term "Quantity Surveyor" wherever used in these Bills of Quantities shall be deemed to mean <b>County Quantity Surveyor</b>, County Government of Lamu, and P.O. Box 74 - 80500 Lamu</p>				
<b>C</b>	<p><b><u>STRUCTURAL ENGINEER</u></b></p> <p>The term "Structural Engineer" wherever used in these Bills of Quantities shall be deemed to mean <b>County Structural Engineer</b>, County Government of Lamu, and P.O. Box 74 - 80500 Lamu</p>				
<b>D</b>	<p><b><u>ELECTRICAL ENGINEER</u></b></p> <p>The term "Electrical Engineer" wherever used in these Bills of Quantities shall be deemed to mean <b>County Electrical Engineer</b>, County Government of Lamu, and P.O. Box 74 - 80500 Lamu</p>				
<b>E</b>	<p><b><u>MECHANICAL ENGINEER</u></b></p> <p>The term "Mechanical Engineer" wherever used in these Bills of Quantities shall be deemed to mean <b>County Mechanical Engineer</b>, County Government of Lamu, and P.O. Box 74 - 80500 Lamu</p>				
	<b>CARRIED TO GENERAL PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b><u>SECTION 1</u></b> <b><u>PRELIMINARIES</u></b></p> <p style="text-align: center;"><b><u>GENERAL PRELIMINARIES 'ctd</u></b></p> <p><b>A <u>FORM OF CONTRACT</u></b> The Form of Contract shall be as stipulated in the Republic of Kenya's Standard Tender Document for Procurement of Building Works (2006 Edition) included herein</p> <p>The Conditions of Contract are also included herein</p> <p><b>Conditions of Contract</b> These are numbered from 1 to 37 as set out in pages 18 to 37 of these tender documents.</p> <p>Particulars of insertions to be made in the Appendix to the Contract Agreement will be found in the Particular Preliminaries part of these Bills of Quantities</p> <p><b>B <u>PLANT, TOOLS AND VEHICLES</u></b> 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><b>C <u>TRANSPORT.</u></b> 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><b><u>MATERIALS AND WORKMANSHIP.</u></b> 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> <p><b>D</b></p>				
	<b>CARRIED TO GENERAL PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b><u>SECTION 1</u></b> <b><u>PRELIMINARIES</u></b></p> <p style="text-align: center;"><b><u>GENERAL PRELIMINARIES 'ctd</u></b></p> <p><b>A <u>SIGN FOR MATERIALS SUPPLIED.</u></b> 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><b>B <u>STORAGE OF MATERIALS</u></b> 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><b>C <u>SECURITY OF WORKS ETC.</u></b> 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>				
	<b>CARRIED TO GENERAL PRELIMINARIES COLLECTION</b>				



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b>SECTION 1</b> <b><u>PRELIMINARIES</u></b></p> <p style="text-align: center;"><b><u>GENERAL PRELIMINARIES 'ctd</u></b></p>				
<b>A</b>	<p><b><u>SAMPLES</u></b></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>				
<b>B</b>	<p><b><u>GOVERNMENT ACTS REGARDING WORKPEOPLE ETC.</u></b></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 labour, labour camps, passes for transport, etc. No claim in respect of want of knowledge in this connection will be entertained.</p>				
	<b>CARRIED TO GENERAL PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b><u>SECTION 1</u></b> <b><u>PRELIMINARIES</u></b></p> <p style="text-align: center;"><b><u>GENERAL PRELIMINARIES 'ctd</u></b></p> <p><b>A <u>PUBLIC AND PRIVATE ROADS.</u></b> 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> <p><b>B <u>EXISTING PROPERTY.</u></b> 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><b>C <u>VISIT SITE AND EXAMINE DRAWINGS.</u></b> The Contractor is recommended to examine the drawings and visit the site the location of which is described in the General 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><b>D <u>ACCESS TO SITE AND TEMPORARY ROADS.</u></b> 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 and reinstate all works and surfaces disturbed to the satisfaction of the "PROJECT MANAGER".</p>				
	<b>CARRIED TO GENERAL PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b><u>SECTION 1</u></b> <b><u>PRELIMINARIES</u></b></p> <p style="text-align: center;"><b><u>GENERAL PRELIMINARIES 'ctd</u></b></p> <p><b>A <u>AREA TO BE OCCUPIED BY THE CONTRACTOR</u></b> 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><b>B <u>OFFICE ETC. FOR THE PROJECT MANAGER</u></b> 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 theby the PROJECT MANAGER a modern and accurate level together with levelling staff, ranging rods and 50 metre metallic or linen tape.</p> <p><b>C <u>WATER AND ELECTRICITY SUPPLY FOR THE WORKS</u></b> The Contractor shall provide at his own risk and cost all necessary water, electric light and power required for use in the works. He must also provide temporary tanks and meters as required at his owncost 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. 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>				
	<b>CARRIED TO GENERAL PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b>SECTION 1</b> <b><u>PRELIMINARIES</u></b></p> <p style="text-align: center;"><b><u>GENERAL PRELIMINARIES 'ctd</u></b></p> <p><b>A <u>SANITATION OF THE WORKS</u></b> The Sanitation of the works shall be arranged and maintained by the Contractor to the satisfaction of the Government and/or Local Authorities, Labour Department and the PROJECT MANAGER</p> <p><b>B <u>SUPERVISION AND WORKING HOURS</u></b> 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><b>C <u>PROVISIONAL SUMS.</u></b> 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><b>D <u>PRIME COST (OR P.C.) SUMS.</u></b> The term "Prime Cost Sum" or "P.C. Sum" wherever used in these Bills of Quantities shall have the meaning stated in Section A item A7 (ii) of the Standard Method of Measurement. Persons or firms nominated by the PROJECT MANAGER to execute work or to provide and fix materials or goods as stated in Condition No. 20 of the Conditions of Contract are described herein as Nominated Sub-Contractors.</p>				
	<b>CARRIED TO GENERAL PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b>SECTION 1</b> <b>PRELIMINARIES</b> <b>GENERAL PRELIMINARIES 'ctd</b></p>				
<b>A</b>	<p><b><u>PROGRESS CHART.</u></b> 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>				
<b>B</b>	<p><b><u>ADJUSTMENT OF P.C. SUMS.</u></b> 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>				
<b>C</b>	<p><b><u>ADJUSTMENT OF PROVISIONAL SUMS.</u></b> 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>				
	<b>CARRIED TO GENERAL PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b><u>SECTION 1</u></b> <b><u>PRELIMINARIES</u></b></p> <p style="text-align: center;"><b><u>GENERAL PRELIMINARIES 'ctd</u></b></p> <p><b>A <u>NOMINATED SUB-CONTRACTORS</u></b> 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><b>B <u>DIRECT CONTRACTS</u></b> 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><b>C <u>ATTENDANCE UPON OTHER TRADESMEN, ETC.</u></b> 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>				
	<b>CARRIED TO GENERAL PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b>SECTION 1</b> <b><u>PRELIMINARIES</u></b></p> <p style="text-align: center;"><b><u>GENERAL PRELIMINARIES 'ctd</u></b></p>				
<b>A</b>	<p><b><u>INSURANCE</u></b></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>				
<b>B</b>	<p><b><u>PROVISIONAL WORK</u></b></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> <p>CARRIED TO</p>				
<b>C</b>	<p><b><u>ALTERATIONS TO BILLS, PRICING, ETC.</u></b></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>				
	<b>CARRIED TO GENERAL PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b>SECTION 1</b> <b><u>PRELIMINARIES</u></b></p> <p style="text-align: center;"><b><u>GENERAL PRELIMINARIES 'ctd</u></b></p> <p><b>A <u>BLASTING OPERATIONS</u></b> 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><b>B <u>MATERIALS ARISING FROM EXCAVATIONS</u></b> MANAGER directs otherwise such materials shall be dealt with as provided in the Contract. Such materials shall only be used</p> <p><b>C <u>PROTECTION OF THE WORKS.</u></b> 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><b>D <u>REMOVAL OF RUBBISH ETC.</u></b> 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><b>E <u>WORKS TO BE DELIVERED UP CLEAN</u></b> 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>				
	<b>CARRIED TO GENERAL PRELIMINARIES COLLECTION</b>				



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b>SECTION 1</b> <b><u>PRELIMINARIES</u></b></p> <p style="text-align: center;"><b><u>GENERAL PRELIMINARIES 'ctd</u></b></p> <p><b>A <u>GENERAL SPECIFICATION.</u></b> 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><b>B <u>TRAINING LEVY</u></b> 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><b>C <u>MATERIALS ON SITE</u></b> 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>				
	<b>CARRIED TO GENERAL PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b>SECTION 1</b> <b><u>PRELIMINARIES</u></b></p> <p style="text-align: center;"><b><u>GENERAL PRELIMINARIES 'ctd</u></b></p>				
A	<p><b><u>PRICING OF ITEMS OF PRELIMINARIES</u></b></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>				
B	<p><b><u>TENDER VALIDITY</u></b></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>				
C	<p><b><u>VALUE ADDED TAX (VAT) AND OTHER TAXES</u></b></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>				
D	<p><b><u>SCOPE OF CONTRACT</u></b></p> <p>The work to be carried out under this contract comprises of <b><i>Construction of Boundary Wall and Renovations at Kizingitini Dispensary</i></b> builder's work for the Department of <b>Medical Services</b> 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>				
E	<p><b><u>DESCRIPTION OF THE WORKS</u></b></p> <p>The work comprises sub-structures and super-structures; re-roofing, painting and mechanical works</p>				
	<b>CARRIED TO GENERAL PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b>SECTION 1</b> <b><u>PRELIMINARIES</u></b></p> <p style="text-align: center;"><b><u>GENERAL PRELIMINARIES 'ctd</u></b></p> <p><b>A <u>FLOOR AREAS</u></b> The gross length of wall is 465 metres. The overall length is measured along the plot boundary and is given without warranty but for guidance only.</p> <p><b>B <u>LOCATION OF SITE</u></b> The site for the works is located in Kizingitini. The tenderer shall be deemed to have visited the site and familiarised himself with all site conditions prior to submission of tenders.</p> <p><b>C <u>EXISTING BUILDINGS</u></b> 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> <p><b>D <u>GENERAL</u></b> 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><b>E <u>CONTRACT COMPLETION PERIOD</u></b> The contract completion period in accordance with Clause 31 of the the conditions of contract must be strictly adhered to. The "PROJECT MANAGER" shall strictly monitor the Contractor's progress in relation to the progress chart and should it be found necessary, the "PROJECT MANAGER" shall inform the Contractor in writing that his actual performance on site is not satisfactory. In all such cases , the Contractor shall accelerate his rate of performance, production and progress by all means such as additional labour, plant e.t.c., and working overtime all at his cost.</p>				
	<b>CARRIED TO GENERAL PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><b>SECTION 1</b></p> <p><b><u>PRELIMINARIES</u></b></p> <p><b><u>GENERAL PRELIMINARIES</u></b></p> <p><b><u>SUMMARY</u></b></p> <p>Brought forward from page 2</p> <p>Brought forward from page 3</p> <p>Brought forward from page 4</p> <p>Brought forward from page 5</p> <p>Brought forward from page 6</p> <p>Brought forward from page 7</p> <p>Brought forward from page 8</p> <p>Brought forward from page 9</p> <p>Brought forward from page 10</p> <p>Brought forward from page 11</p> <p>Brought forward from page 12</p> <p>Brought forward from page 13</p> <p>Brought forward from page 14</p> <p>Brought forward from page 15</p> <p>Brought forward from page 16</p> <p>Brought forward from page 17</p>				
	<b>CARRIED TO PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b>SECTION 1</b> <b><u>PRELIMINARIES</u></b></p> <p style="text-align: center;"><b><u>PARTICULAR PRELIMINARIES</u></b></p> <p><b><u>PARTICULARS OF INSERTIONS TO BE MADE IN THE APPENDIX TO CONTRACT AGREEMENT</u></b></p> <p>The following are insertions to be made in the appendix to the Contract Agreement.</p> <p>(i) Period of final measurement - 3 Months from practical completion date</p> <p>(ii) Defects Liability Period - 6 Months from practical completion date</p> <p>(iii) Date for Possession - To be agreed with "PROJECT MANAGER"</p> <p>(iv) Date of Completion - To be agreed with "PROJECT MANAGER"</p> <p>(v) Liquidated and Ascertained Damages - As per contract data sheet</p> <p>(vi) Period of Interim Certificates - Monthly</p> <p>(vii) Period of Honouring Certificates - Thirty (30) Days</p> <p>(viii) Percentage of Certified value retained - 10%</p> <p>(ix) Limit of retention fund - No limit</p> <p>(x) Bond The Bond required shall be from an approved bank ONLY</p>				
	<b>CARRIED TO PARTICULAR PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b><u>SECTION 1</u></b> <b><u>PRELIMINARIES</u></b></p> <p style="text-align: center;"><b><u>PARTICULAR PRELIMINARIES 'CTD</u></b></p> <p><b>A <u>PRICING OF ITEMS OF PRELIMINARIES</u></b> Preliminaries to the contract are mandatory conditions and responsibilities the contractor is required to fulfill for the complete and proper execution of the contract. The contractor is advised to read and understand all his obligations under preliminaries. Should he find that fulfillment of any of the items will lead to him incurring any cost not covered under measured works he shall price such works accordingly otherwise failure to price any item will be construed to mean that the tenderer has included it in other priced items in the bills of quantities.</p> <p><b>B <u>DESCRIPTION OF THE WORKS AND SCOPE OF CONTRACT</u></b> The work comprises sub-structures and super-structures; re-roofing, painting and mechanical works</p> <p><b>C <u>MEASUREMENTS</u></b> In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the PROJECT MANAGER in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.</p> <p><b>D <u>LOCATION OF SITE</u></b> The site of the proposed works is at Kizingitini Dispensary, Kizingitini. The Contractor is advised to visit the site to familiarize himself with the nature and position of the site. No claims arising from the Contractor's failure to do so will be entertained.</p> <p><b>E <u>CLEARING AWAY</u></b> The Contractor shall remove all temporary works, rubbish, debris and surplus materials from the site as they accumulate and upon completion of the works, remove and clear away all plant, equipment, rubbish, unused works and stains and leave in a clean and tidy state to the reasonable satisfaction of the Project Manager.</p>				
	<b>CARRIED TO PARTICULAR PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b><u>SECTION 1</u></b> <b><u>PRELIMINARIES</u></b></p> <p style="text-align: center;"><b><u>PARTICULAR PRELIMINARIES 'CTD</u></b></p>				
<b>A</b>	<p><b><u>CLAIMS</u></b></p> <p>It shall be a condition of this contract that upon it becoming reasonably apparent to the Contractor that he has incurred losses and/or expenses due to any of the contract conditions, or by any other reason whatsoever, he shall present such claim or intent to claim notice to the PROJECT MANAGER in accordance with Clause 19 and 24 of the conditions of contract. No claims shall be entertained if the contractor has not complied with the said conditions.</p>				
<b>B</b>	<p><b><u>PAYMENTS</u></b></p> <p>The tenderer's attention is drawn to the fact that the GOVERNMENT pays for work done and materials delivered to site: all in accordance with Clause 23 of the Conditions of Contract Agreement. In order to facilitate this, a list of the general component elements for the works is given at the summary page of these specifications and the tenderer is requested to break down his tender sum commensurate to the said elements.</p>				
<b>C</b>	<p><b><u>LABOUR CAMPS</u></b></p> <p>The Contractor shall not be permitted to house labour 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>				
<b>D</b>	<p><b><u>FIRM PRICE CONTRACT</u></b></p> <p>This is a firm price contract and, therefore the tenderer shall not be reimbursed for any increases in the costs of materials and/or labour in the execution of the works except as provided under the fluctuations clause.</p>				
<b>E</b>	<p><b><u>PRICING RATES</u></b></p> <p>The tenderer shall include for all costs in executing the whole of the works, including transport, replacing damaged items, fixing, , taxes, all to comply with the said Conditions of Contract <b>except for V.A.T which shall be added at the Grand Summary of these Bills of Quantities</b></p>				
	<b>CARRIED TO PARTICULAR PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p align="center"><b>SECTION 1</b> <b>PRELIMINARIES</b> <b>PARTICULAR PRELIMINARIES 'CTD</b></p>				
<b>A</b>	<p><b><u>SECURITY</u></b> The Contractor shall provide adequate security for the works and the workers in the course of execution of this contract. No claim will be entertained from the Contractor for not maintaining adequate security for both the works and workers.</p>				
<b>B</b>	<p><b><u>URGENCY OF THE WORKS</u></b> The Contractor is notified that these “works are urgent” and should be completed within the period stated in these Particular Preliminaries. The Contractor should allow for any costs he may incur by having to complete the works within the stipulated contract period.</p>				
<b>C</b>	<p><b><u>PAYMENT FOR MATERIALS ON SITE</u></b> All materials for incorporation in the works must be stored on site before payment is effected, unless specifically exempted by the Project Manager. This is to include materials of the Contractor, nominated sub-Contractors and nominated suppliers.</p>				
<b>D</b>	<p><b><u>PRICING OF PRELIMINARIES</u></b> The tenderer is required to price items covered in these preliminaries as items for which no price is entered will not be paid for but shall be deemed covered by other rates and prices in these Bills of Quantities.</p>				
<b>E</b>	<p><b><u>ADJOINING PROPERTY</u></b> Take all necessary precautions to prevent damage to adjoining property. Any damage occurring must be made good to the satisfaction of the PM and/or owner(s) of the adjoining property at the contractor’s expense.</p>				
<b>F</b>	<p><b><u>USE OF SITE</u></b> Do not use the site for any other purpose other than carrying out the works. Do not permit or display any advertisement without the consent of the PM</p>				
<b>G</b>	<p><b><u>SIGN BOARD</u></b> Allow for providing ,erecting ,maintaining throughtout the course of the contract and after clearing away a signboard as designed,specified and approved by the Project Manager.</p>				
	<b>CARRIED TO PARTICULAR PRELIMINARIES COLLECTION</b>				



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b>SECTION 1</b> <b><u>PRELIMINARIES</u></b></p> <p style="text-align: center;"><b><u>PARTICULAR PRELIMINARIES 'CTD</u></b></p>				
A	<p><b><u>QUALITY OF THE WORKS</u></b></p> <p>The works should be of high quality and the contractor will be required to make samples of the work to be executed for approval by the PM before he commences the carrying out of the works. The contractor should allow for sample works in his rates accordingly. Incase a sample does not meet the standards set by the PM, the contractor shall be expected to make another sample at his cost until it is approved by the PM.</p>				
B	<p><b><u>BID SECURITY</u></b></p> <p>The Bidder shall furnish, as part of his bid, a security as specified in the tender advertisement.</p> <p>The bid security shall, at the bidder's option, be in the form of a certified cheque, bank draft, standby letter of credit or guarantee from a reputable bank located in Kenya or foreign bank which has been determined by the bidder to be acceptable to the Government. The format of the bank guarantee shall be in accordance with the sample forms of bid security included in the post qualification forms, other formats may be permitted, subject to the prior approval of the Government. Letters of credit, bank</p> <p>Guarantees issued as surety for <b>the bid shall be valid for a period of One Hundred and Twenty (120) days from the date of Tender Opening.</b></p>				
C	<p><b><u>WATER FOR THE WORKS</u></b></p> <p>The contractor is to make his arrangements for the provision of water for the works in the course of execution of this contract.</p>				
D	<p><b><u>EXISTING SERVICES</u></b></p> <p>Prior to the commencement of any work, the Contractor is to ascertain from the relevant authority the exact position, depth and level of all existing services in the area and he shall make whatever provisions may be required by the authorities concerned for the support, maintenance and protection of such services.</p>				
	<b>CARRIED TO PARTICULAR PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b>SECTION 1</b> <b><u>PRELIMINARIES</u></b></p> <p style="text-align: center;"><b><u>PARTICULAR PRELIMINARIES 'CTD</u></b></p> <p><b>A <u>PREVENTION OF ACCIDENT, DAMAGE OR LOSS</u></b> The Contractor is notified that these works are to be carried out on a site where the Client is going on with other normal activities. The Contractor is instructed to take reasonable care in the execution of the works as to prevent accidents, damage or loss and disruption of normal activities being carried out by the Client. The Contractor shall allow in his rates any expense he deems necessary by taking such care within the site.</p> <p><b>B <u>FORM OF CONTRACT</u></b> The form of contract will be the Republic of Kenya Standard Tender Document for Procurement of Works (2006 Edition)</p> <p><b>C <u>PERFORMANCE BOND</u></b> A bond of <b>10% of the contract sum</b> will be required in accordance with clause 6.5, award of contract of the Conditions of Contract. No payment will be made without the required performance security.</p> <p><b>D <u>DELIVERY OF TENDER</u></b> Tenders and all documents in connection therewith, as specified above must be delivered in the addressed envelope which should be properly sealed and deposited in the tender box as specified in the advertisement and or letter of invitation to tender. Tenders will be opened at the time specified in the advertisement and/or letter of invitation to tender. Tenders arriving later than the specified time will not be considered.</p> <p><b>E <u>CORRECTION OF ERRORS IN TENDER</u></b> Arithmetical errors will be rectified on the following basis.  If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and the quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.</p>				
	<b>CARRIED TO PARTICULAR PRELIMINARIES COLLECTION</b>				

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	<p style="text-align: center;"><b>SECTION 1</b> <b><u>PRELIMINARIES</u></b></p> <p style="text-align: center;"><b><u>PARTICULAR PRELIMINARIES 'CTD</u></b></p>				
<b>A</b>	<p><b><u>VIEWING OF DRAWINGS</u></b> Any tenderer interested in viewing the drawings related to this project before submission of the tenders may do so by contacting the Office of the Chief Officer, Infrastructure, Lamu County</p>				
<b>B</b>	<p><b><u>STANDARD FORMS</u></b> Any tender with standard forms not filled as appropriate will be treated as non-responsive.</p>				
<b>C</b>	<p><b><u>VAT DEDUCTIONS</u></b> The tenderer is advised that in accordance with Government public notice No. 35 &amp;36 Dated 11th September 2003 operational from 1st October 2003, withholding VAT will be levied against the contract sum by the Employer and remitted to the Commissioner of VAT through all interim certificates. It should however be noted that this is not additional tax but a new mode of payment of VAT, any excess payment will be refundable once the Contractor has submitted monthly returns to the Commissioner of VAT who will do the refunds when satisfied that the VAT regulations have been complied with.</p>				
<b>D</b>	<p><b><u>OFFICE FOR THE "PROJECT MANAGER"</u></b> 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>				
<b>E</b>	<p><b><u>TELEPHONE</u></b> The contractor shall provide a 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>				
<b>F</b>	<p><b><u>HOARDING</u></b> Hoarding shall be erected as necessary</p>				
	<b>CARRIED TO PARTICULAR PRELIMINARIES COLLECTION</b>				

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	<p align="center"><b>SECTION 1</b></p> <p align="center"><b><u>PRELIMINARIES</u></b></p> <p align="center"><b><u>PARTICULAR PRELIMINARIES 'CTD</u></b></p>				
<b>A</b>	<p><b><u>PROGRAMME PROGRESS CHART</u></b></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 programme or progress ,the chart shall be modified as necessary in consultation with the "PROJECT MANAGER".</p>				
<b>B</b>	<p><b><u>PERFORMANCE SECURITY (BOND)</u></b></p> <p>The Contractor should note that the Performance Security to be provided must be inform of a bank guarantee in the amount of 10 % of the Contract Sum. The form to be signed is M.O.W. 118 or any other format acceptable to the Employer.</p>				
<b>C</b>	<p><b><u>PAYMENTS TO DOMESTIC SUBCONTRACTORS</u></b></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>				
<b>D</b>	<p><b><u>APPENDICES</u></b></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 theBills if contained therein.</p>				
<b>E</b>	<p><b><u>SUFFICIENCY OF TENDER</u></b></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>				
	<b>CARRIED TO PARTICULAR PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b><u>SECTION 1</u></b></p> <p style="text-align: center;"><b><u>PRELIMINARIES</u></b></p> <p style="text-align: center;"><b><u>PARTICULAR PRELIMINARIES 'CTD</u></b></p>				
<b>A</b>	<p><b><u>GENERAL SPECIFICATIONS</u></b></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>				
<b>B</b>	<p><b><u>TRAINING LEVY</u></b></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>				
<b>C</b>	<p><b><u>MATERIALS ON SITE</u></b></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>				
<b>D</b>	<p><b><u>SECURITY AND ACCESS TO THE SITE</u></b></p> <p>The Contractor must include in his tender for all necessary expenditure incurred in complying with the security regulations of the <b>County of Lamu</b> , especially in relation to entry and exit from the site of the works and movement within the site.</p>				
	<b>CARRIED TO PARTICULAR PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p align="center"><b>SECTION 1</b> <b><u>PRELIMINARIES</u></b></p> <p align="center"><b><u>PARTICULAR PRELIMINARIES 'CTD</u></b></p>				
A	<p><b><u>SECURITY</u></b></p> <p>The Contractor shall be responsible for ensuring that all personnel of non-Kenyan origin employed on site by himself 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>				
B	<p><b><u>NUISANCE</u></b></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>				
	<b>CARRIED TO PARTICULAR PRELIMINARIES COLLECTION</b>				
	<p align="center"><b>SECTION 1</b> <b><u>PRELIMINARIES</u></b> <b><u>PARTICULAR PRELIMINARIES</u></b> <b><u>SUMMARY</u></b></p> <p>Brought forward from page 19</p> <p>Brought forward from page 20</p> <p>Brought forward from page 21</p> <p>Brought forward from page 22</p> <p>Brought forward from page 23</p> <p>Brought forward from page 24</p> <p>Brought forward from page 25</p> <p>Brought forward from page 26</p> <p>Brought forward from page 27</p> <p>Brought down from above</p>				
	<b>CARRIED TO PRELIMINARIES COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><b>SECTION 1</b></p> <p><b><u>PRELIMINARIES</u></b></p> <p><b><u>SUMMARY</u></b></p> <p>Brought forward from page 18</p> <p>Brought forward from page 28</p>				
	<b>TOTAL PRELIMINARIES CARRIED TO GRAND SUMMARY</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b><u>SECTION 2</u></b> <b><u>BILL 1</u></b> <b><u>BOUNDARY WALL</u></b></p> <p><b><u>ELEMENT NO. 1</u></b> <b><u>SUB-STRUCTURES</u></b> <b><u>(ALL PROVISIONAL)</u></b></p> <p><b><u>Site Clearance</u></b> Clear site of bushes, scrub, undergrowth, small trees n.e 600mm girth and grubbing up their roots</p> <p><b><u>Excavations including maintaining and supporting sides and keeping free from water, mud and fallen material</u></b> <b><u>Excavation</u></b> Excavate oversite to remove top soil not exceeding 200mm deep; wheel and deposit on designated areas 100 metres from site</p> <p>Excavate trench for foundation not exceeding 1.50 meters deep, starting from stripped levels</p> <p>Extra over for soft rock excavations (class II)</p> <p><b><u>Disposal</u></b> Return, fill and ram selected excavated material around foundations</p> <p>Load, wheel and cart deposit and spread surplus excavated material away from site to an approved disposal yard 500 metres from site</p> <p><b><u>Disposal of Water</u></b> Allow for keeping all excavations free from water</p> <p><b><u>Planking and Strutting</u></b> Allow for planking and strutting to uphold sides of excavations</p> <p><b><u>Plain concrete (1:4:8) in:</u></b> 50mm blinding under strip footing</p>	465	SM		
A					
B		465	SM		
C		279	CM		
D		28	CM		
E		150	CM		
F		222	CM		
G			ITEM		
H			ITEM		
I		279	SM		
	<b>CARRIED TO BOUNDARY WALL SUB-STRUCTURES COLLECTION</b>				



ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b>SECTION 2</b> <b>BILL 1</b> <b>BOUNDARY WALL</b></p> <p><b>ELEMENT NO. 1</b> <b>SUB-STRUCTURES 'CTD</b></p> <p><b><u>Vibrated Reinforced concrete class (20/20) as described, in:-</u></b></p> <p>A Strip footing 56 CM</p> <p>B Ground Beam 28 CM</p> <p><b><u>Reinforcement, as described:-[Provisional]</u></b></p> <p><b><u>T reinforcement bars</u></b></p> <p>C 8mm diameter bars 780 KG</p> <p>D 10mm ditto 1882 KG</p> <p>E 12mm ditto 1652 KG</p> <p><b><u>Sawn timber formwork as described to:-</u></b></p> <p>F Sides of ground beam 279 SM</p> <p>G To edge of foundation strip over 150mm but not exceeding 225mm high 930 LM</p> <p><b><u>Natural machine cut natural stone from approved quarry with a crushing strength of 7.5 N/mm<sup>2</sup>; walling bedded and jointed in cement and sand (1:4) mortar, jointed both vertical and horizontal joints and reinforcement with and including 25mm wide x 20 gauge hoop iron at every alternate course as described in;</u></b></p> <p>H 200mm thick walling 610 SM</p> <p><b><u>Damp-proof courses, as described, to walls</u></b></p> <p>I 200mm wide 465 LM</p>				
	CARRIED TO BOUNDARY WALL SUB-STRUCTURES COLLECTION				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p><u>SECTION 2</u></p> <p><u>BILL 1</u></p> <p><u>BOUNDARY WALL</u></p> <p><u>ELEMENT NO. 1</u></p> <p><u>SUB-STRUCTURES</u></p> <p><u>COLLECTION</u></p> <p>Brought forward from page 30</p> <p>Brought forward from page 31</p>				
	<p><b>TOTAL SUB-STRUCTURES CARRIED TO BOUNDARY WALL SUMMARY</b></p>				

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ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p style="text-align: center;"><b>SECTION 2</b> <b>BILL 2</b> <b>RENOVATION WORKS</b></p> <p><b>ELEMENT NO. 1</b> <b>DEMOLITION WORKS</b> <b>(ALL PROVISIONAL)</b></p> <p><u>Notes</u></p> <p>A The works involve removal of asbestos roofing sheets and the contractor is hereby advised to factor in the cost of obtaining approval, handling and disposal of the hazardous material as per the appropriate Laws, By-laws, rules and Regulations in the various items in the bills of quantities.</p> <p>B The contractor is to allow for all temporary protection required during the works, including ordinary and special dust screens, hoarding, barriers, warning signs etc as directed by the Project Manager and as necessary for the protection of the existing structure. All such devices shall be removed on completion of the works and any necessary making good to be done to the satisfaction of the Project Manager.</p> <p>C All useable materials arising from the demolitions shall remain the property of the Employer but the Contractor may take away any materials not so required by the Employer, and after receiving formal instruction from the Employer, allow a credit for the same in the credit column indicating value for all such materials that are re-usable. All debris arising therefrom shall be carried and dumped away from site.</p> <p>D The works shall be executed in such order and sequence as the Project Manager may direct and as little disruption and inconvenience as possible shall be caused to the tenants, staff and other users of existing and adjoining facilities.</p> <p>E The working height is above 3metres but not exceeding 4metres. The contractor should factor in working at the said height in pricing for preliminaries</p> <p>F Contractor to ensure that the site is well cleaned after works and all disturbed existing works and services are made good after work</p>				
	<b>CARRIED TO DEMOLITION WORKS COLLECTION</b>				

ITEM	DESCRIPTION	QTY	UNIT	RATE	AMOUNT
	<p align="center"><b><u>SECTION 2</u></b> <b><u>BILL 2</u></b> <b><u>RENOVATION WORKS</u></b></p> <p><b><u>ELEMENT NO. 1</u></b> <b><u>DEMOLITION WORKS</u></b> <b><u>(ALL PROVISIONAL)</u></b></p> <p>A Carefully remove existing asbestos roofing sheets and appropriately store temporarily on site awaiting carting away upon completion of the demolition works</p> <p>B Carefully remove worn out timber members of varying sizes i.e. 50 x 50mm; 75 x 50mm; 100 x 50mm; 150 x 75mm and 200 x 25mm all of approximate length of 100 metres</p> <p>C Allow for removal of worn out Gutters</p> <p>D Allow for disposal of asbestos roofing sheets as per relevant Laws by liscenced handler inluding NEMA approval; approximate area - 438 square metres</p>				
	CARRIED TO DEMOLITION WORKS COLLECTION				
	<p align="center"><b><u>SECTION 2</u></b> <b><u>BILL 2</u></b> <b><u>RENOVATION WORKS</u></b></p> <p align="center"><b><u>ELEMENT NO. 1</u></b> <b><u>DEMOLITION WORKS</u></b> <b><u>COLLECTION</u></b></p> <p>Brought forward from page 35</p> <p>Brought down from above</p>				
	TOTAL DEMOLITION WORKS CARRIED TO RENOVATION WORKS SUMMARY				

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ITEM	DESCRIPTION	PAGE	AMOUNT
	<b><u>GRAND SUMMARY</u></b>		
<b>1</b>	<b>PRELIMINARIES</b>	<b>29</b>	
<b>2</b>	<b>BOUNDARY WALL</b>	<b>34</b>	
<b>3</b>	<b>RENOVATION WORKS</b>	<b>39</b>	
<b>4</b>	<b>PC AND PROVISIONAL SUMS</b>	<b>40</b>	
<b>5</b>	<b>SUB-TOTAL</b>		
<b>6</b>	<b>ADD 16% VAT</b>		
	<b>GRAND TOTAL CARRIED TO FORM OF TENDER</b>		

**TENDER AMOUNT IN WORDS**

.....

.....

**Contractor**.....

**Address**.....

**Signature**.....

**Date**.....

**Witness**.....

**Address**.....

**Signature**.....

**Date**.....