



**OPEN NATIONAL TENDER FOR
SUPPLY, DELIVERY, INSTALLATION, REFURBISHMENT AND COMMISSIONING OF LOCAL
AREA NETWORK IN SELECTED POSTAL CORPORATION OF KENYA OFFICES IN THE REPUBLIC
OF KENYA**

TENDER NUMBER: CA /SCM/OT/08/2025-2026

**DIRECTOR GENERAL
COMMUNICATIONS AUTHORITY OF KENYA
P.O. BOX 14448
NAIROBI 00800
KENYA
Tel: +254 703 042000
Email: tenders@ca.go.ke
Website: www.ca.go.ke**

ISSUING DATE: 17th FEBRUARY 2026

**ONLINE PRE-BIDDERS CONFERENCE: THURSDAY 26TH FEBRUARY 2026 AT 9.00AM TO 11.00AM
EAST AFRICAN TIME**

CLOSING DATE: 18TH MARCH 2026 AT 10.30HRS EAST AFRICAN TIME

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INVITATION TO TENDER

PROCURING ENTITY: COMMUNICATIONS AUTHORITY OF KENYA P.O. BOX 14448 NAIROBI 00800

CONTRACT NAME AND DESCRIPTION: TENDER FOR SUPPLY, DELIVERY, INSTALLATION, REFURBISHMENT AND COMMISSIONING OF LOCAL AREA NETWORK IN SELECTED POSTAL CORPORATION OF KENYA (PCK) OFFICES IN THE REPUBLIC OF KENYA

1. The Communications Authority of Kenya (CA) is the regulatory authority for the ICT industry in Kenya with responsibilities in telecommunications, cyber security, e-commerce, broadcasting and postal/courier services. CA is also responsible for managing the country's numbering and frequency spectrum resources, administering the Universal Service Fund (USF) as well as safeguarding the interests of users of ICT services in the country.
2. CA hereby invites sealed tenders for Supply, Delivery, Installation, Refurbishment and Commissioning of Local Area Network in Selected PCK Offices in the Republic of Kenya.
3. There will be a hybrid pre-bidders conference on **Thursday 26th February 2026 from 9.00 am to 11. 00am.** Bidders who wish to attend the conference virtually are requested to register their details through tenders@ca.go.ke on or before close of business on **Tuesday 24th February 2026** to receive the link for the virtual pre-bidder's conference.
4. The PCK shall facilitate site visits at the respective Offices for bidders interested to visit the sites as indicated below. Please note that the site visits are for bidders who wish to familiarize themselves with the scope of works and services. A certificate of site survey for each site survey visit will be issued by respective PCK office hence a total number of certificates as per chosen lots will be expected.

No.	Station (Location)	No.	Station (Location)
LOT 1			LOT 3
1.	Wajir PO	1.	Narok PO
2.	Mandera PO	2.	Lodwar PO
3.	Dadaab PO	3.	Iten PO
4.	Kitui PO	4.	Eldama Ravine PO
5.	Hola PO		
LOT2			LOT 4
1.	Malindi PO	1.	Moyale PO
2.	Faza PO	2.	Maralal PO
3.	Namanga PO	3.	Dol Dol PO
4.	Lungalunga PO	4.	Isiolo PO

5. Tendering will be conducted under open national competitive method using a standardized tender document. Tendering is open to all qualified and interested Tenderers.
6. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours *0900 to 1500hrs* at the address given below.
7. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non- refundable fees of **Kshs.1,000.00** payable to CA and a receipt obtained from our Accounts office, located in the CA Centre. Tender documents may be obtained electronically from the Website: <https://www.ca.go.ke/open-tenders> or Public Procurement Information Portal (PPIP) supplier portal : <https://tenders.go.ke/OpenTenders>. Tender documents obtained electronically will be free of charge.
8. Tenderers who download the tender document must forward their particulars immediately to tenders@ca.go.ke, to facilitate any further clarification or addendum
9. Tender documents may be viewed and downloaded for free from the website www.ca.go.ke Tenderers who download the tender document must forward their particulars immediately to tenders@ca.go.ke, *0703042000 and P.O BOX 14448 NAIROBI-00800* to facilitate any further clarification or addendum

10. All Tenders must be accompanied by a tender security of **Kshs. 200,000.00 per Lot** in form of a bank guarantee from a reputable bank/financial institution recognized by the Central Bank of Kenya (CBK) or an insurance Bond from an Insurance Company Registered and Licensed by the Insurance Regulatory Authority (IRA) valid for 170 days from the date of tender opening
11. The Tenderer shall chronologically serialize all pages of the tender documents submitted. **For pagination, Numerals shall be used, i.e. 1,2,3,4,5,6,7,8,9,10...n** (n being the last numerical page of the tender document)
12. Duly completed tenders in a plain sealed envelope marked "**SUPPLY, DELIVERY, INSTALLATION, REFURBISHMENT AND COMMISSIONING OF LOCAL AREA NETWORK IN SELECTED POSTAL CORPORATION OF KENYA (PCK) OFFICES IN THE REPUBLIC OF KENYA**" - CA /SCM/OT/08/2025-2026 must be delivered to the address below on or before Wednesday **18th March 2026 at 10:30 am East African Time.**
13. Electronic Tenders *will not* be permitted.
14. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened in the presence of the Tenderers' designated representatives who choose to attend at the address below.
15. Late tenders will be rejected.
16. The addresses referred to above are:

A. Address for obtaining further information and for purchasing tender documents

Director / Supply Chain Management
Communications Authority of Kenya
Telephone number: 0703042000/310
Email Address: tenders@ca.go.ke
Postal Address: P.O. Box 14448 Nairobi – 00800
Physical Address: CA Centre, Waiyaki Way, 3rd Floor, Wing A

B. Address for Submission of Tenders.

Director / Supply Chain Management
Communications Authority of Kenya
Tender Box located at CA Centre, Waiyaki Way, Ground Floor, at the Atrium Area.
Bulky tenders shall be registered at the Authority's Supply Chain Management Department on 3rd floor- Wing A and an acknowledgement slip issued.

C. Address for Opening of Tenders.

Communications Authority of Kenya
CA Centre, Waiyaki Way, Ground Floor, at the Atrium Area
Tenders will be opened, in the presence of the tenderers representatives who choose to attend



Peter N. Mwangi
Director /Supply Chain Management
For : Director General/CEO
Email : tenders@ca.go.ke

SECTION I -INSTRUCTIONS TO TENDERERS

A. General

1. Scope of Tender

- 1.1 This tendering document is for the delivery of Non-Consulting Services, as specified in Section V, Procuring Entity's Requirements. The name, identification and number of this tender are specified in the **TDS**.

2. Throughout this tendering document:

The terms:

- a) The term “in writing” means communicated in written form (e.g., by mail, e-mail, fax, including if specified in the **TDS**, distributed or received through the electronic- procurement system used by the Procuring Entity) with proof of receipt;
- b) if the contexts or esquires, “singular” means “plural” and vice versa; and
- c) “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes the Procuring Entity's official public holidays.

- 2.2 The successful Tenderer will be expected to complete the performance of the Services by the Intended Completion Date provided in the **TDS**.

3. Fraud and Corruption

- 3.1 The Procuring Entity requires compliance with the provisions of the Public Procurement and Asset Disposal Act, 2015 (the Act), Section 62 “Declaration not to engage in corruption”. The tender submitted by a person shall include a declaration that the person shall not engage in any corrupt or fraudulent practice and a declaration that the person or his or her sub-contractors are not debarred from participating in public procurement proceedings.
- 3.2 The Procuring Entity requires compliance with the provisions of the Competition Act 2010, regarding collusive practices in contracting. Any tenderer found to have engaged in collusive conduct shall be disqualified and criminal and/or civil sanctions may be imposed. To this effect, Tenders shall be required to complete and sign the “Certificate of Independent Tender Determination” annexed to the Form of Tender.
- 3.3 **Unfair Competitive Advantage** - Fairness and transparency in the tender process require that the firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. To that end, the Procuring Entity shall indicate in the **TDS** and make available to all the firms together with this tender document all Information that would in that respect gives such firm any unfair competitive advantage over competing firms.
- 3.4 Unfair Competitive Advantage-Fairness and transparency in the tender process require that the Firms or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to this tender. The Procuring Entity shall indicate in the **TDS** firms (if any) that provided consulting services for the contract being tendered for. The Procuring Entity shall check whether the owners or controllers of the Tenderer are same as those that provided consulting services. The Procuring Entity shall, upon request, make available to any tenderer information that would give such firm unfair competitive advantage over competing firms.

4. Eligible Tenderers

- 4.1 A Tenderer may be a firm that is a private entity, a state-owned entity or institution subject to ITT 4.6, or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement or with the intent to enter into such an agreement supported by a Form of intent. In the case of a joint venture, all members shall be jointly and severally liable for the execution of the entire

Contract in accordance with the Contract terms. The JV shall nominate a Representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Tendering process and, in the event the JV is awarded the Contract, during contract execution. Members of a joint venture may not also make an individual tender, be a sub contract or in a separate tender or be part of another joint venture for the purposes of the same Tender. The maximum number of JV members shall be specified in the **TDS**.

- 4.2 Public Officers, of the Procuring Entity, their Spouses, Child, Parent, Brothers or Sister. Child, Parent, Brother or Sister of a Spouse in which they have a substantial or controlling interest shall not be eligible to tender or be awarded contract. Public Officers are also not allowed to participate in any procurement proceedings.
- 4.3 A Tenderer shall not have a conflict of interest. Any Tenderer found to have a conflict of interest shall be disqualified. A Tenderer may be considered to have a conflict of interest for the purpose of this Tendering process, if the Tenderer:
 - a Directly or indirectly controls, is controlled by or is under common control with another Tenderer; or
 - b Receives or has received any direct or indirect subsidy from another Tenderer; or
 - c has the same legal representative as another Tenderer; or
 - d has a relationship with another Tenderer, directly or through common third parties, that puts it in a position to influence the Tender of another Tenderer, or influence the decisions of the Procuring Entity regarding this Tendering process; or
 - e or any of its affiliates participated as a consultant in the preparation of the Procuring Entity's Requirements (including Activities Schedules, Performance Specifications and Drawings) for the Non-Consulting Services that are the subject of the Tender; or
 - f or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity or Procuring Entity for the Contract implementation; or
 - g would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project specified in the TDS ITT 2. 1 that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
 - h has a close business or family relationship with a professional staff of the Procuring Entity or of the project implementing agency, who:
 - i. are directly or in directly involved in the preparation of the tendering document or specifications of the contract, and/or the Tender evaluation process of such contract; or
 - ii. Would be involved in the implementation or supervision of such contract unless the conflicts stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the procurement process and execution of the Contract.
- 4.4 A firm that is a Tenderer (either individually or as a JV member) shall not participate in more than one tender, except for permitted alternative Tenders. This includes participation as a subcontractor. Such participation shall result in the disqualification of all Tenders in which the firm is involved. A firm that is not a Tenderer or a JV member may participate as a sub-contractor in more than one Tender.
- 4.5 A Tenderer may have the nationality of any country, subject to the restrictions pursuant to ITT 4 .9.
- 4.6 A Tenderer that has been sanctioned by PPRA or are under a temporary suspension or a debarment imposed by any other entity of the Government of Kenya shall be ineligible to be pre-qualified for, initially selected for, tender for, propose for, or be awarded a contract during such period of sanctioning. The list of debarred firms and individuals is available at the PPRA Website www.ppra.go.ke
- 4.7 Tenderers that are state-owned enterprises or institutions in Kenya may be eligible to compete and be awarded a Contract(s) only if they can establish that they: (i) are legally and financially autonomous; (ii) operate under Commercial law; and (iii) are not under supervision of the Procuring Entity.
- 4.8 Firms and individuals may be ineligible if (a) as a matter of law or official regulations, Kenya prohibits commercial relations with that country, or (b) by an act of compliance with a decision of the United Nations Security Council take under Chapter VII of the Charter of the United Nations,

Kenya prohibits any import of goods or contracting of works or services from that country, or any payments to any country, person or entity in that country.

- 4.9 A Tenderer shall be deemed to have the nationality of a country if the Tenderer is constituted, incorporated or registered in and operates in conformity with the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub consultants for any part of the Contract including related Services.
- 4.10 Foreign tenderers are required to source at least forty (40%) percent of their contract inputs (in supplies, subcontracts and labor) from national suppliers and contractors. To this end, a foreign tenderer shall provide in its tender documentary evidence that this requirement is met. Foreign tenderers not meeting this criterion will be automatically disqualified. Information required to enable the Procuring Entity determine if this condition is met shall be provided in for this purpose is be provided in “*SECTION III-EVALUATION AND QUALIFICATION CRITERIA, Item 9*”.
- 4.11 Pursuant to the eligibility requirements of ITT 4.10, a tender is considered a foreign tenderer, if the tenderer is not registered in Kenya or if the tenderer is registered in Kenya and has less than 51 percent ownership by Kenyan citizens. JVs are considered as foreign tenderers if the individual member firms are not registered in Kenya or if are registered in Kenya and have less than 51 percent ownership by Kenyan citizens. The JV shall not sub contract to foreign firms more than 10 percent of the contract price, excluding provisional sums.
- 4.12 The Competition Act of Kenya requires that firms wishing to tender as Joint Venture undertakings which may prevent, distort or lessen competition in provision of services are prohibited unless they are exempt in accordance with the provisions of Section 25 of the Competition Act, 2010. JVs will be required to seek for exemption from the Competition Authority. Exemption shall not be a condition for tender, but it shall be a condition of contract award and signature. A JV tenderer shall be given opportunity to seek such exemption as a condition of award and signature of contract. Application for exemption from the Competition Authority of Kenya may be accessed from the website www.cak.go.ke
- 4.13 A Tenderer may be considered ineligible if he/she offers goods, works and production processes with characteristics that have been declared by the relevant national environmental protection agency or by other competent authority as harmful to human beings and to the environment shall not be eligible for procurement.
- 4.14 A Kenyan tenderer shall be eligible to tender if it provides evidence of having fulfilled his/her tax obligations by producing a valid tax compliance certificate or tax exemption certificate is sued by the Kenya Revenue Authority.

5 Qualification of the Tenderer

- 5.1 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 In the event that pre-qualification of Tenderers has been undertaken as stated in ITT 18.3, the provisions on qualifications of the Section III, Evaluation and Qualification Criteria shall not apply.

B. Contents of Tendering Document

6 Sections of Tendering Document

- 6.1 The tendering document consists of Parts 1, 2, and 3, which include all the sections indicated below and should be read in conjunction with any Addenda issued in accordance with ITT 10.

PART 1: Tendering Procedures

- i) Section I - Instructions to Tenderers (ITT)
- ii) Section II - Tender Data Sheet (TDS)
- iii) Section III - Evaluation and Qualification Criteria
- iv) Section IV - Tendering Forms

PART 2: Procuring Entity's Requirements

i) Section V-Procuring Entity's Requirements

PART 3: Contract

- i) Section VI - General Conditions of Contract (GCC)
- ii) Section VII - Special Conditions of Contract (SCC)
- iii) Section VIII - Contract Forms

6.2 The Invitation To Tender (ITT) notice or the notice to pre-qualify Tenderers, as the case may be, issued by the Procuring Entity is not part of this tendering document.

6.3 Unless obtained directly from the Procuring Entity, the Procuring Entity is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre-Tender meeting (if any), or Addenda to the tendering document in accordance with ITT 10. In case of any contradiction, documents obtained directly from the Procuring Entity shall prevail.

6.4 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tendering document and to furnish with its Tender all information or documentation as is required by the tendering document.

7. Site Visit

7.1 The Tenderer, at the Tenderer's own responsibility and risk, is encouraged to visit and examine and inspect the Site of the Required Services and its surroundings and obtain all information that may be necessary for preparing the Tender and entering in to a contract for the Services. The costs of visiting the Site shall be at the Tenderer's own expense.

8 Pre-Tender Meeting

8.1 The Procuring Entity shall specify in the **TDS** if a pre-tender conference will be held, when and where. The Procuring Entity shall also specify in the **TDS** if a pre-arranged pretender site visit will be held and when. The Tenderer's designated representative is invited to attend a pre-arranged pretender visit of the site of the works. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

8.2 The Tenderer is requested to submit any questions in writing, to reach the Procuring Entity not later than the period specified in the **TDS** before the meeting.

8.3 Minutes of the pre-Tender meeting and the pre-arranged pre tender visit of the site of the service, if applicable, including the text of the questions asked by Tenderers and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Tenderers who have acquired the Tender Documents in accordance with ITT6.3. Minutes shall not identify the source of the questions asked.

8.4 The Procuring Entity shall also promptly publish anonymized (*no names*) Minutes of the pre-Tender meeting and the pre-arranged pretender visit of the site of the service at the web page identified **in the TDS**. Any modification to the Tender Documents that may become necessary as a result of the pre-Tender meeting shall be made by the Procuring Entity exclusively through the issue of an Addendum pursuant to ITT10 and not through the minutes of the pre-Tender meeting. Nonattendance at the pre-Tender meeting will not be a cause for disqualification of a Tenderer.

9 Clarification of Tender Documents

9.1 A Tenderer requiring any clarification of the Tender Document shall contact the Procuring Entity in writing at the Procuring Entity's address specified in the TDS or raise its enquiries during the pre-Tender meeting and the pre- arranged pretender visit of the site of the Service if provided for in accordance with ITT 8.4. The Procuring Entity will respond in writing to any request for clarification, provided that such request is received no later than the period specified in the **TDS** prior to the deadline for submission of tenders. The Procuring Entity shall forward copies of its response to all tenderers who have acquired the Tender Documents in accordance with ITT 6.3, including a description of the inquiry but without identifying its source. If so specified in the **TDS**, the Procuring

Entity shall also promptly publish its response at the webpage identified in the **TDS**. Should the clarification result in changes to the essential elements of the Tender Documents, the Procuring Entity shall amend the Tender Documents appropriately following the procedure under ITT 8.4.

10 Amendment of Tender Documents

- 10.1 At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the Tendering document by issuing addenda.
- 10.2 Any addendum issued shall be part of the tendering document and shall be communicated in writing to all who have obtained the tendering document from the Procuring Entity in accordance with ITT 6.3. The Procuring Entity shall also promptly publish the addendum on the Procuring Entity's web page in accordance with ITT 8.4.
- 10.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the Procuring Entity shall extend, as necessary, the deadline for submission of Tenders, in accordance with ITT 24.2 below.

C. Preparation of Tenders

11 Cost of Tendering

- 11.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

12 Language of Tender

- 12.1 The Tender as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity shall be written in the English language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

13 Documents Comprising the Tender

- 13.1 The Tender shall comprise the following:
 - a **Form of Tender** prepared in accordance with ITT 14;
 - b **Schedules:** priced Activity Schedule completed in accordance with ITT 14 and ITT 16;
 - c **Tender Security or Tender-Securing Declaration** in accordance with ITT 21.1;
 - d **Alternative Tender:** if permissible in accordance with ITT 15;
 - e **Authorization:** written confirmation authorizing the signatory of the Tender to commit the Tenderer, in accordance with ITT 22.3;
 - f **Qualifications:** documentary evidence in accordance with ITT 19 establishing the Tenderer's qualifications to perform the Contract if its Tender is accepted;
 - g **Tenderer's Eligibility:** documentary evidence in accordance with ITT 19 establishing the Tenderer's eligibility to Tender;
 - h **Conformity:** documentary evidence in accordance with ITT 18, that the Services conform to the tendering document; and
 - i Any other document required in the **TDS**.The Tenderer shall chronologically serialize pages of all tender documents submitted.
- 13.2 In addition to the requirements under ITT 13.1, Tenders submitted by a JV shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a Form of intent to execute a Joint Venture Agreement in the event of a successful Tender shall be signed by all members and submitted with the Tender, together with a copy of the proposed Agreement.

13.3 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

14 Form of Tender and Activity Schedule

14.1 The Form of Tender and priced Activity Schedule shall be prepared using the relevant forms furnished in Section IV, Tendering Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted except as provided under ITT 22.3. All blank spaces shall be filled in with the information requested.

14.2 The Tenderer shall furnish in the Form of Tender information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Tender.

15 Alternative Tenders

15.1 Unless otherwise indicated **in the TDS**, alternative Tenders shall not be considered. If alternatives are permitted, only the technical alternatives, if any, of the Best Evaluated Tender shall be considered by the Procuring Entity.

15.2 When alternative times for completion are explicitly invited, a statement to that effect will be included **in the TDS** and the method of evaluating different time schedules will be described in Section III, Evaluation and Qualification Criteria.

15.3 When specified **in the TDS**, Tenderers are required to submit alternative technical solutions for specified parts of the Services, and such parts will be identified **in the TDS**, as will the method for their evaluating, and described in Section VII, Procuring Entity's Requirements.

16. Tender Prices and Discounts

16.1 The prices and discounts (including any price reduction) quoted by the Tenderer in the Form of Tender and in the Activity Schedule (s) shall conform to the requirements specified below.

16.2 All lots (contracts) and items must be listed and priced separately in the Activity Schedule(s).

16.3 The Contract shall be for the Services, as described in Appendix A to the Contract and in the Specifications (or Terms of Reference), based on the priced Activity Schedule, submitted by the Tenderer.

16.4 The Tenderer shall quote any discounts and indicate the methodology for their application in the Form of Tender in accordance with ITT 16.1.

16.5 The Tenderer shall fill in rates and prices for all items of the Services described in the Specifications (or Terms of Reference), and listed in the Activity Schedule in Section VII, Procuring Entity's Requirements. Items for which no rate or price is entered by the Tenderer will not be paid for by the Procuring Entity when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

16.6 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 30 days prior to the deadline for submission of Tenders, shall be included in the total Tender price submitted by the Tenderer.

16.7 If provided for **in the TDS**, the rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and / or Special Conditions of Contract. The Tenderer shall submit with the Tender all the information required under the Special Conditions of Contract and of the General Conditions of Contract.

16.8 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Tenderer in the form of Appendices D and E to the Contract.

17 Currencies of Tender and Payment

17.1 The currency of the Tender and the currency of payments shall be Kenya Shillings.

18 Documents Establishing Conformity of Services

18.1 To establish the conformity of the Non-Consulting Services to the tendering document, the Tenderer shall furnish as part of its Tender the documentary evidence that Services provided conform to the technical specifications and standards specified in Section VII, Procuring Entity's Requirements.

18.2 Standards for provision of the Non-Consulting Services are intended to be descriptive only and not restrictive. The Tenderer may offer other standards of quality provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Section VII, Procuring Entity's Requirements.

18.3 Tender to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a Service provider or group of service providers qualifies for a margin of preference. Further the information will enable the Procuring Entity identify any actual or potential conflict of interest in relation to the procurement and/or contract management processes, or a possibility of collusion between tenderers, and thereby help to prevent any corrupt influence in relation to the procurement processor contract management.

18.4 The purpose of the information described in ITT 18.3 above, overrides any claims to confidentiality, which a tenderer may have. There can be no circumstances in which it would be justified for a tenderer to keep information relating to its ownership and control confidential where it is tendering to undertake public sector work and receive public sector funds. Thus, confidentiality will not be accepted by the Procuring Entity as a justification for a Tenderer's failure to disclose, or failure to provide required information on its ownership and control.

18.5 The Tenderer shall provide further documentary proof, information or authorizations that the Procuring Entity may request in relation to ownership and control which information on any changes to the information which was provided by the tenderer under ITT18.3. The obligations to require this information shall continue for the duration of the procurement process and contract performance and after completion of the contract, if any change to the information previously provided may reveal a conflict of interest in relation to the award or management of the contract.

18.6 All information provided by the tenderer pursuant to these requirements must be complete, current and accurate as at the date of provision to the Procuring Entity. In submitting the information required pursuant to these requirements, the Tenderer shall warrant that the information submitted is complete, current and accurate as at the date of submission to the Procuring Entity.

18.7 If a tenderer fails to submit the information required by these requirements, its tenderer will be rejected. Similarly, if the Procuring Entity is unable, after taking reasonable steps, to verify to a reasonable degree the information submitted by a tenderer pursuant to these requirements, then the tender will be rejected.

18.8 If information submitted by a tenderer pursuant to these requirements, or obtained by the Procuring Entity (whether through its own enquiries, through notification by the public or otherwise), shows any conflict of interest which could materially and improperly benefit the tenderer in relation to the procurement or contract management process, then:

- i) If the procurement process is still on going, the tenderer will be disqualified from the procurement process,
- ii) if the contract has been awarded to that tenderer, the contract award will be set aside, pending the outcome of (iii),
- iii) The tenderer will be referred to the relevant law enforcement authorities for investigation of whether the tenderer or any other persons have committed any criminal offence.

18.9 If a tenderer submits information pursuant to these requirements that is incomplete, inaccurate or out-of-date, or attempts to obstruct the verification process, then the consequences ITT 18.9 will ensue unless the tenderer can show to the reasonable satisfaction of the Procuring Entity that any such act was not material, or was due to genuine error or which was not attributable to the intentional act, negligence or recklessness of the tenderer.

19 Documents Establishing the Eligibility and Qualifications of the Tenderer

19.1 To establish Tenderer's their eligibility in accordance with ITT4, Tenderers shall complete the Form of Tender, included in Section IV, Tendering Forms.

19.2 The documentary evidence of the Tenderer's qualification stopper form the Contract if its Tender is accepted shall establish to the Procuring Entity's satisfaction that the Tenderer meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19.3 All Tenderers shall provide in Section IV, Tendering Forms, a preliminary description of the proposed methodology, work plan and schedule.

19.4 In the event that pre-qualification of Tenderers has been undertaken, only Tenders from prequalified Tenderers shall be considered for award of Contract. These qualified Tenderers should submit with their Tenders any information updating their original pre-qualification applications or, alternatively, confirm in their Tenders that the originally submitted pre-qualification information remains essentially correct as of the date of Tender submission.

19.5 If pre-qualification has not taken place before Tendering, the qualification criteria for the Tenderers are specified- in Section III, Evaluation and Qualification Criteria.

20 Period of Validity of Tenders

20.1 Tenders shall remain valid for the Tender Validity period specified in the TDS. The Tender Validity period starts from the date fixed for the Tender submission deadline date (as prescribed by the Procuring Entity in accordance with ITT 24.1). A Tender valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.

20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Procuring Entity may request Tenderers to extend the period of validity of their Tenders. The request and the responses shall be made in writing. If a Tender Security is requested in accordance with ITT20, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its Tender Security. A Tenderer granting the request shall not be required or permitted to modify its Tender.

21 Tender Security

21.1 The Tenderer shall furnish as part of its Tender, either a Tender-Securing Declaration or a Tender security, as specified **in the TDS**, in original form and, in the case of a Tender Security, in the amount and currency specified **in the TDS**.

21.2 A Tender Securing Declaration shall use the form included in Section IV, Tendering Forms.

21.3 If a Tender Security is specified pursuant to ITT 21.1, from a reputable source, and an eligible country and shall be in any of the following forms at the Tenderer's option:

- i) cash;
- ii) a bank guarantee;
- iii) a guarantee by an insurance company registered and licensed by the Insurance Regulatory Authority listed by the Authority; or
- iv) a guarantee issued by a financial institution approved and licensed by the Central Bank of Kenya,

21.4 If a Tender Security is specified pursuant to ITT 20.1, any Tender not accompanied by a substantially responsive Tender Security shall be rejected by the Procuring Entity as non-responsive.

21.5 If a Tender Security is specified pursuant to ITT 21.1, the Tender Security of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderer's signing the contract and furnishing the Performance Security pursuant to ITT 46. The Procuring Entity shall also promptly return the tender security to the tenderers where the procurement proceedings are terminated, all tenders were determined non-responsive or a bidder declines to extend tender validity period.

21.6 The Tender Security of the successful Tenderer shall be returned as promptly as possible once the successful Tenderer has signed the Contract and furnished the required Performance Security.

21.7 The Tender Security may be forfeited or the Tender-Securing Declaration executed:

- a. If a Tenderer withdraws its Tender during the period of Tender validity specified by the Tenderer

- in the Form of Tender, or any extension there to provide by the Tenderer; or
- b. if the successful Tenderer fails to:
- c. sign the Contract in accordance with ITT 46; or
- d. Furnish a performance security in accordance with ITT 47.

21.8 Where tender securing declaration is executed, the Procuring Entity shall recommend to the PPRA that PPRA debars the Tenderer from participating in public procurement as provided in the law.

21.9 The Tender Security or Tender-Securing Declaration of a JV must be in the name of the JV that submits the Tender. If the JV has not been legally constituted into a legally enforceable JV at the time of Tendering, the Tender security or Tender-Securing Declaration shall be in the names of all future members as named in the Form of intent referred to in ITT 4.1 and ITT 13.2.

21.10 A tenderer shall not issue a tender security to guarantee itself.

22 Format and Signing of Tender

- 22.1 The Tenderer shall prepare one original of the documents comprising the Tender as described in ITT 13, bound with the volume containing the Form of Tender, and clearly marked “Original.” In addition, the Tenderer shall submit copies of the Tender, in the number specified **in the TDS**, and clearly marked as “Copies.” In the event of discrepancy between them, the original shall prevail.
- 22.2 Tenderers shall mark as “CONFIDENTIAL” information in their Tenders which is confidential to their business. This may include proprietary information, trade secrets, or commercial or financially sensitive information.
- 22.3 The original and all copies of the Tender 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. This authorization shall consist of a written confirmation as specified **in the TDS** and shall be attached to the Tender. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Tender where entries or amendments have been made shall be signed or initialed by the person signing the Tender.
- 22.4 In case the Tenderer is a JV, the Tender shall be signed by an authorized representative of the JV on behalf of the JV, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 22.5 Any inter-lineation, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Tender.

D. Submission and Opening of Tenders

23 Sealing and Marking of Tenders

- 23.1 Depending on the sizes or quantities or weight of the tender documents, a tenderer may use an envelope, package or container. The Tenderer shall deliver the Tender in a single sealed envelope, or in a single sealed package, or in a single sealed container bearing the name and Reference number of the Tender, addressed to the Procuring Entity and a warning not to open before the time and date for Tender opening date. Within the single envelope, package or container, the Tenderer shall place the following separate, sealed envelopes:
 - a. in an envelope or package or container marked “ORIGINAL”, all documents comprising the Tender, as described in ITT13; and
 - b. in an envelope or package or container marked “COPIES”, all required copies of the Tender; and
 - c. if alternative Tenders are permitted in accordance with ITT15, and if relevant:
 - i. in an envelope or package or container marked “ORIGINAL-ALTERNATIVE TENDER”, the alternative Tender; and
 - ii. in the envelope or package or container marked “COPIES- ALTERNATIVE TENDER”, all required copies of the alternative Tender.

The inner envelopes or packages or containers shall:

- a) Bear the name and address of the Procuring Entity.
- b) Bear the name and address of the Tenderer; and
- c) Bear the name and Reference number of the Tender.

23.2 If an envelope or package or container is not sealed and marked as required, the *Procuring Entity* will assume no responsibility for the misplacement or premature opening of the Tender. Tenders misplaced or opened prematurely will not be accepted.

24 Deadline for Submission of Tenders

24.1 Tenders must be received by the Procuring Entity at the address and no later than the date and time specified in the **TDS**. When so specified in the **TDS**, Tenderers shall have the option of submitting their Tenders electronically. Tenderers submitting Tenders electronically shall follow the electronic Tender submission procedures specified in the **TDS**.

24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering document in accordance with ITT9, in which case all rights and obligations of the Procuring Entity and Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

25 Late Tenders

25.1 The Procuring Entity shall not consider any Tender that arrives after the dead line for submission of Tenders, in accordance with ITT 24. Any Tender received by the Procuring Entity after the deadline for submission of Tenders shall be declared late, rejected, and returned un opened to the Tenderer.

26 Withdrawal, Substitution and Modification of Tenders

26.1 A Tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by a n authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITT 21.3, (except that withdrawal notices do not require copies). The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- a) Prepared and submitted in accordance with ITT 21 and ITT 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
- b) Received by the Procuring Entity prior to the deadline prescribed for submission of Tenders, in accordance with ITT 23.

26.2 Tenders requested to be withdrawn in accordance with ITT 25.1 shall be returned unopened to the Tenderers.

26.3 No Tender may be withdrawn, substituted, or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

27 Tender Opening

27.1 Except as in the cases specified in ITT 23 and ITT 25.2, the Procuring Entity shall, at the Tender opening, publicly open and read out all Tenders received by the deadline at the date, time and place specified in the **TDS** in the presence of Tenderers' designated representatives and anyone who choose to attend. Any specific electronic Tender opening procedures required if electronic tendering is permitted in accordance with ITT 23.1 shall be as specified in the **TDS**.

27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened, but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer, the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at Tender opening.

27.3 Next, envelopes marked “SUBSTITUTION” shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted Tender shall not be opened, but returned to the Tenderer. No Tender substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at Tender opening.

27.4 Next, envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender opening.

27.5 Next, all remaining envelopes shall be opened one at a time, reading out: the name of the Tenderer and whether there is a modification; the total Tender Prices, per lot (contract) if applicable, including any discounts and alternative Tenders; the presence or absence of a Tender Security or Tender-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate.

27.6 Only Tenders, alternative Tenders and discounts that are opened and read out at Tender opening shall be considered further. The Form of Tender and the priced Activity Schedule are to be initialed by representatives of the Procuring Entity attending Tender opening in the manner specified **in the TDS**.

27.7 The Procuring Entity shall neither discuss the merits of any Tender nor reject any Tender (except for late Tenders, in accordance with ITT25.1).

27.8 The Procuring Entity shall prepare a record of the Tender opening that shall include, as a minimum:

- The name of the Tenderer and whether there is a withdrawal, substitution, or modification;
- The Tender Price, per lot (contract) if applicable, including any discounts; and
- any alternative Tenders;
- The presence or absence of a Tender Security or Tender-Securing Declaration, if one was required.
- Number of pages of each tender document submitted

27.9 The Tenderers' representatives who are present shall be requested to sign the record. The omission of a Tenderer's signature on the record shall not invalidate the contents and effect of the record. A copy of the tender opening register shall be distributed to Tenderer upon request.

E. Evaluation and Comparison of Tenders

28 Confidentiality

28.1 Information relating to the evaluation of Tenders and recommendation of contract award, shall not be disclosed to Tenderers or any other persons not officially concerned with the Tendering process until information on the Intention to Award the Contract is transmitted to all Tenderers in accordance with ITT 42.

28.2 Any effort by a Tenderer to influence the Procuring Entity in the evaluation or contract award decisions may result in the rejection of its Tender.

28.3 Notwithstanding ITT 28.2, from the time of Tender opening to the time of Contract Award, if any Tenderer wishes to contact the Procuring Entity on any matter related to the Tendering process, it should do so in writing.

29 Clarification of Tenders

29.1 To assist in the examination, evaluation, and comparison of Tenders, and qualification of the Tenderers, the Procuring Entity may, at the Procuring Entity's discretion, ask any tenderer for clarification of its Tender including break downs of the prices in the Activity Schedule, and other information that the Procuring Entity may require. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Tender shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the evaluation of the Tenders, in accordance with ITT32.

29.2 If a Tenderer does not provide clarifications of its Tender by the date and time set in the Procuring Entity's request for clarification, its Tender may be rejected.

30 Deviations, Reservations, and Omissions

30.1 During the evaluation of Tenders, the following definitions apply:

- a) "Deviation" is a departure from the requirements specified in the tendering document;
- b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the tendering document; and
- c) "Omission" is the failure to submit part or all of the information or documentation required in the tendering document.

31 Determination of Responsiveness

31.1 The Procuring Entity's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, as defined in ITT 12.

31.2 A substantially responsive Tender is one that meets the requirements of the tendering document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

- a) If accepted, would:
 - i. affect in any substantial way the scope, quality, or performance of the Non-Consulting Services specified in the Contract; or
 - ii. limit in any substantial way, inconsistent with the tendering document, the Procuring Entity's rights or the Tenderer's obligations under the Contract; or
- b) if rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.

31.3 The Procuring Entity shall examine the technical aspects of the Tender submitted in accordance with ITT 18 and ITT 19, in particular, to confirm that all requirements of Section VII, Procuring Entity's Requirements have been met without any material deviation or reservation, or omission.

31.4 If a Tender is not substantially responsive to the requirements of tendering document, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.

31.5 Provided that a Tender is substantially responsive, the Procuring Entity may waive any non-conformity in the Tender.

31.6 Provided that a Tender is substantially responsive, the Procuring Entity may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial non-conformities or omissions in the Tender related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the price of the Tender. Failure of the Tenderer to comply with the request may result in the rejection of its Tender.

31.7 Provided that a Tender is substantially responsive, the Procuring Entity shall rectify quantifiable nonmaterial non-conformities related to the Tender Price. To this effect, the Tender Price shall be adjusted, for comparison purposes only, to reflect the price of a missing or non-conforming item or component in the manner specified **in the TDS**.

32 Arithmetical Errors

32.1 The tender sum as submitted and read out during the tender opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity.

32.2 Provided that the Tender is substantially responsive, the Procuring Entity shall handle errors on the following basis:

- a) Any error detected if considered a major deviation that affects the substance of the tender, shall

lead to disqualification of the tender as non-responsive.

- b) Any errors in the submitted tender arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be considered as a major deviation that affects the substance of the tender and shall lead to disqualification of the tender as non-responsive .and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail

32.3 Tenderers shall be notified of any error detected in their bid during the notification of a ward.

33 Conversion to Single Currency

33.1 For evaluation and comparison purposes, the currency(ies) of the Tender shall be converted into a single currency **as specified in the TDS**.

34 Margin of Preference and Reservations

34.1 Margin of preference on local service providers may be allowed if it is deemed that the services require participation of foreign tenderers. If so allowed, it will be indicated in the **TDS**.

34.2 Where it is intended to reserve the contract to specific groups under Small and Medium Enterprises, or enterprise of women, youth and /or persons living with disability, who are appropriately registered as such by the authority to be specified in the **TDS**, a procuring entity shall ensure that the invitation to tender specifically indicates that only businesses/firms belonging to the specified group are eligible to tender as specified in the **TDS**. Otherwise, if not so stated, the invitation will be open to all tenderers.

35 Evaluation of Tenders

35.1 The Procuring Entity shall use the criteria and methodologies listed in this ITT and Section III, Evaluation and Qualification Criteria. No other evaluation criteria or methodologies shall be permitted. By applying the criteria and methodologies, the Procuring Entity shall determine the Best Evaluated Tender. This is the Tender of the Tenderer that meets the qualification criteria and whose Tender has been determined to be:

- a) Substantially responsive to the tendering document; and
- b) The lowest evaluated cost.

35.2 In evaluating the Tenders, the Procuring Entity will determine for each Tender the evaluated Tender cost by adjusting the Tender price as follows:

- a) Price adjustment due to discounts offered in accordance with ITT 16.4;
- b) price adjustment due to quantifiable non material non-conformities in accordance with ITT 31.3;
- c) converting the amount resulting from applying (a) and (b) above, if relevant, to a single currency in accordance with ITT 33; and
- d) any additional evaluation factors specified **in the TDS** and Section III, Evaluation and Qualification Criteria.

35.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be considered in Tender evaluation.

35.4 In the case of multiple contracts or lots, Tenderers are allowed to tender for one or more lots and the methodology to determine the lowest evaluated cost of the lot (contract) and for combinations, including any discounts offered in the Form of Tender, is specified in Section III, Evaluation and Qualification Criteria. For one or more lots (contracts). Each lot or contract will be evaluated in accordance with ITT

35.5. The methodology to determine the lowest evaluated tenderer or tenderers based one lot (contract) or based on a combination of lots (contracts), will be specified in Section III, Evaluation and Qualification Criteria. In the case of multiple lots or contracts, tenderer will be will be required to prepare the Eligibility and Qualification Criteria Form for each Lot.

36 Comparison of Tenders

36.1 The Procuring Entity shall compare the evaluated costs of all substantially responsive Tenders established in accordance with ITT 35.2 to determine the Tender that has the lowest evaluated cost.

37 Abnormally Low Tenders and Abnormally High Tenders

37.1 An Abnormally Low Tender is one where the Tender price, in combination with other elements of the Tender, appears so low that it raises material concerns as to the capability of the Tenderer in regards to the Tenderer's ability to perform the Contract for the offered Tender Price.

37.2 In the event of identification of a potentially Abnormally Low Tender, the Procuring Entity shall seek written clarifications from the Tenderer, including detailed price analyses of its Tender price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities and any other requirements of the Tender document.

37.3 After evaluation of the price analyses, in the event that the Procuring Entity determines that the Tenderer has failed to demonstrate its capability to perform the Contract for the offered Tender Price, the Procuring Entity shall reject the Tender.

Abnormally High Tenders

37.4 An abnormally high price is one where the tender price, in combination with other constituent elements of the Tender, appears unreasonably too high to the extent that the Procuring Entity is concerned that it (the Procuring Entity) may not be getting value for money or it may be paying too high a price for the contract compared with market prices or that genuine competition between Tenderers is compromised.

37.5 In case of an abnormally high price, the Procuring Entity shall make a survey of the market prices, check if the estimated cost of the contract is correct and review the Tender Documents to check if the specifications, scope of work and conditions of contract are contributory to the abnormally high tenders. The Procuring Entity may also seek written clarification from the tenderer on the reason for the high tender price. The Procuring Entity shall proceed as follows:

- i) If the tender price is abnormally high based on wrong estimated cost of the contract, the Procuring Entity may accept or not accept the tender depending on the Procuring Entity's budget considerations.
- ii) If specifications, scope of work and/or conditions of contract are contributory to the abnormally high tender prices, the Procuring Entity shall reject all tenders and may retender for the contract based on revised estimates, specifications, scope of work and conditions of contract, as the case maybe.

37.6 If the Procuring Entity determines that the Tender Price is abnormally too high because genuine competition between tenderers is compromised (*often due to collusion, corruption or other manipulations*), the Procuring Entity shall reject all Tenders and shall institute or cause competent Government Agencies to institute an investigation on the cause of the compromise, before retendering.

38 Unbalanced and/or Front-Loaded Tenders

38.1 If in the Procuring Entity's opinion, the Tender that is evaluated as the lowest evaluated price is seriously unbalanced and/or front loaded, the Procuring Entity may require the Tenderer to provide written clarifications. Clarifications may include detailed price analyses to demonstrate the consistency of the tender prices with the scope of works, proposed methodology, schedule and any other requirements of the Tender document.

38.2 After the evaluation of the information and detailed price analyses presented by the Tenderer, the Procuring Entity may as appropriate:

- a) Accept the Tender; or
- b) require that the total amount of the Performance Security be increased at the expense of the Tenderer to a level not exceeding 10% of the Contract Price; or

- c) agree on a payment mode that eliminates the inherent risk of the Procuring Entity paying too much for undelivered works; or
- d) Reject the Tender.

39 Qualification of the Tenderer

- 39.1 The Procuring Entity shall determine to its satisfaction whether the Tenderer that is selected as having submitted the lowest evaluated cost and substantially responsive Tender is eligible and meets the qualifying criteria specified in Section III, Evaluation and Qualification Criteria.
- 39.2 The determination shall be based upon an examination of the documentary evidence of the Tenderer's qualifications submitted by the Tenderer, pursuant to ITT 18. The determination shall not take into consideration the qualifications of other firms such as the Tenderer's subsidiaries, parent entities, affiliates, subcontractors or any other firm(s) different from the Tenderer that submitted the Tender.
- 39.3 An affirmative determination shall be a prerequisite for award of the Contract to the Tenderer. A negative determination shall result in disqualification of the Tender, in which event the Procuring Entity shall proceed to the Tenderer who offers a substantially responsive Tender with the next lowest evaluated cost to make a similar determination of that Tenderer's qualifications to perform satisfactorily.

40 Procuring Entity's Right to Accept Any Tender, and to Reject Any or All Tenders

- 40.1 The Procuring Entity reserves the right to accept or reject any Tender, and to annul the Tendering process and reject all Tenders at any time prior to Contract Award, without thereby incurring any liability to Tenderers. In case of annulment, all Tenders submitted and specifically, Tender securities, shall be promptly returned to the Tenderers.

F. Award of Contract

43 Award Criteria

- 43.1 The Procuring Entity shall award the Contract to the successful tenderer whose tender has been determined to be the Lowest Evaluated Tender.

42 Notice of Intention to enter in to a Contract

- 42.1 Upon award of the contract and Prior to the expiry of the Tender Validity Period the Procuring Entity shall issue a Notification of Intention to Enter into a Contract/Notification of award to all tenderers which shall contain, at a minimum, the following information:
 - a) The name and address of the Tenderer submitting the successful tender;
 - b) The Contract price of the successful tender;
 - c) a statement of the reason(s) the tender of the unsuccessful tenderer to whom the letter is addressed was unsuccessful, unless the price information in(c) above already reveals the reason;
 - d) the expiry date of the Stand still Period; and
 - e) instructions on how to request a debriefing and/or submit a complaint during the stand still period;

43 Stand still Period

- 43.1 The Contract shall not be signed earlier than the expiry of a Standstill Period of 14 days to allow any dissatisfied tender to launch a complaint. Where only one Tender is submitted, the Standstill Period shall not apply.
- 43.2 Where a Standstill Period applies, it shall commence when the Procuring Entity has transmitted to each Tenderer the Notification of Intention to Enter in to a Contract with the successful Tenderer.

44 Debriefing by the Procuring Entity

- 44.1 On receipt of the Procuring Entity's Notification of Intention to Enter into a Contract referred to in ITT 42, an unsuccessful tenderer may make a written request to the Procuring Entity for a debriefing

on specific issues or concerns regarding their tender. The Procuring Entity shall provide the debriefing with in five days of receipt of the request.

44.2 Debriefings of unsuccessful Tenderers may be done in writing or verbally. The Tenderer shall bear its own costs of attending such a debriefing meeting.

45 Letter of Award

Prior to the expiry of the Tender Validity Period and upon expiry of the Standstill Period specified in ITT 43.1, upon addressing a complaint that has been filed within the Standstill Period, the Procuring Entity shall transmit the Letter of Award to the successful Tenderer. The letter of award shall request the successful tenderer to furnish the Performance Security within 21 days of the date of the letter.

46 Signing of Contract

46.1 Upon the expiry of the fourteen days of the Notification of Intention to enter into contract and upon the parties meeting their respective statutory requirements, the Procuring Entity shall send the successful Tenderer the Contract Agreement.

46.2 Within fourteen (14) days of receipt of the Contract Agreement, the successful Tenderer shall sign, date, and return it to the Procuring Entity.

46.3 The written contract shall be entered into within the period specified in the notification of award and before expiry of the tender validity period

47 Performance Security

47.1 Within twenty-one (21) days of the receipt of the Form of Acceptance from the Procuring Entity, the successful Tenderer, if required, shall furnish the Performance Security in accordance with the GCC 3.9, using for that purpose the Performance Security Form included in Section X, Contract Forms, or another Form acceptable to the Procuring Entity. If the Performance Security furnished by the successful Tenderer is in the form of a bond, it shall be issued by a bonding or insurance company that has been determined by the successful Tenderer to be acceptable to the Procuring Entity. A foreign institution providing a bond shall have a correspondent financial institution located in Kenya, unless the Procuring Entity has agreed in writing that a correspondent financial institution is not required.

47.2 Failure of the successful Tenderer to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Tender Security. In that event the Procuring Entity may award the Contract to the Tenderer offering the next Best Evaluated Tender.

48 Publication of Procurement Contract

48.1 Within fourteen days after signing the contract, the Procuring Entity shall publish the awarded contract at its notice boards and websites; and on the Website of the Authority. At the minimum, the notice shall contain the following information:

- Name and address of the Procuring Entity;
- Name and reference number of the contract being awarded, a summary of its scope and the selection method used;
- The name of the successful Tenderer, the final total contract price, the contract duration.
- Dates of signature, commencement and completion of contract;
- Names of all Tenderers that submitted Tenders, and their Tender prices as read out at Tender opening.

49 Adjudicator

49.1 The Procuring Entity proposes the person named **in the TDS** to be appointed as adjudicator or under the Contract, at an hourly fee specified in **the TDS**, plus reimbursable expenses. If the Tenderer disagrees with this Tender, the Tenderer should so state in the Tender. If, in the Form of Acceptance, the Procuring Entity has not agreed on the appointment of the Adjudicator, the Adjudicator shall be

appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

50 Procurement Related Complaint

50.1 The procedures for making a Procurement-related Complaint are as specified in the **TDS**.

SECTION II - TENDER DATA SHEET (TDS)

The following specific data for the Non-Consulting Services to be procured shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions here in shall prevail over those in ITT.

ITT REF.	A. GENERAL
ITT 1.1	<p>The reference number of the Invitation for Tenders is: CA /SCM/OT/08/2025-2026 The Procuring Entity is: COMMUNICATIONS AUTHORITY OF KENYA The ITT is. SUPPLY, DELIVERY, INSTALLATION, REFURBISHMENT AND COMMISSIONING OF LOCAL AREA NETWORK IN SELECTED POSTAL CORPORATION OF KENYA OFFICES IN THE REPUBLIC OF KENYA</p> <p>The number and identification of lots (contracts) comprising this Invitation for Tenders is: FOUR (4)</p>
ITT 2.2	The intended completion date is within six (6) months from the date of contract execution
ITT 3.3	Information that any unfair competitive advantage over competing firms is as follows NOT APPLICABLE
ITT 3.4	The firms that provided the consulting services NOT APPLICABLE
ITT.4.1	<p>Maximum members in the joint venture (JV) : TWO (2) - PERMITTED Attach a duly signed Joint Venture Agreement, clearly indicating the role of each JV member and the main bidder.</p>
B. Contents of tendering document	
ITT 8.1	A hybrid pre-bid conference shall be held on 26th February 2026 as from 9.00 a.m to 11.00 am EAT.
ITT 8.2	<p>For Clarification of tender Purposes only, the Procuring Entity's address is: DIRECTOR / SUPPLY CHAIN MANAGEMENT DEPARTMENT COMMUNICATIONS AUTHORITY OF KENYA TELEPHONE NUMBER: 0703042000/421 EMAIL ADDRESS: tenders@ca.go.ke POSTAL ADDRESS: P.O BOX 14448 NAIROBI – 00800 PHYSICAL ADDRESS: CA CENTRE, WAIYAKI WAY, 3rd FLOOR, WING A</p> <p>Requests for clarification should be received by the Procuring Entity no later than Seven (7) days to the tender closing date (b) The Procuring Entity publish its response at the website Web page https://www.ca.go.ke/open-tenders or Public Procurement Information portal: https://tenders.go.ke/OpenTenders.</p>
ITT 8.4	<p>The Procuring Entity shall publish minutes of the pre-tender meeting at the website: www.ca.go.ke</p> <p>The PCK shall facilitate the site visits during the tendering period for those who wish to visit. The successful bidder shall be required to deliver the envisaged services using the final estimated materials and shall bear the cost of any additional materials required.</p> <p>The Procuring Entity shall publish minutes of the pre-tender meeting at the website: www.ca.go.ke and the pre-arranged pretender visit of the site of the works</p>
ITT 9.1	The Procuring entity shall also promptly publish the website by- AS AND WHEN APPLICABLE
C. Preparation of tenders	
TT 13.1 (J)	The tenderer shall submit the following additional documents in its tender: NOT APPLICABLE

ITT 13.1 (I)	Other documents required are <i>NONE</i>
ITT 14.1	Alternative tenders “ <i>SHALL NOT BE</i> ” considered.
ITT 14.2	Alternative times for completion “ <i>SHALL NOT BE</i> ” permitted.
ITT 14.3	<i>EVALUATION METHOD WILL BE AS SPECIFIED IN SECTION III, EVALUATION AND QUALIFICATION CRITERIA</i>
ITT 15.1	Alternative tenders “ <i>SHALL NOT BE</i> ” considered.
ITT 15.2	Alternative times for completion are explicitly <i>NOT INVITED</i>
ITT 15.3	Alternative technical solutions for the specified parts of the services <i>WILL NOT BE ALLOWED</i>
ITT 16.7	The prices quoted by the tenderer “ <i>SHALL NOT BE</i> ” subject to adjustments during the performance of the contract
ITT 20.1	The tender validity period shall be <i>140 DAYS</i> after the date of tender opening
ITT 21.1	A Tender-Securing Declaration “ <i>SHALL NOT BE</i> ” required A <i>Tender Security</i> “ <i>SHALL BE</i> ” required. The amount and currency of the Tender Security shall be <i>Kshs. 200,000.00 PER LOT</i> which must be in form of a bank Guarantee from a reputable bank/financial institution recognized by the Central Bank of Kenya (CBK) or an insurance Bond from an Insurance Company Registered and Licensed by the Insurance Regulatory Authority (IRA) valid for 170 days from the date of tender opening.
ITT 21.3 (a)	The contract price shall be adjusted by... <i>NOT APPLICABLE</i>
ITT 21.9 (b) ii	The Procuring entity shall declare the tender ineligible to be awarded a contract by the procuring entity for a period <i>NOT APPLICABLE</i>
ITT 22.1	In addition to the original of the tender, the number of copies is <i>ONE</i> .
ITT 22.3	The written confirmation of authorization to sign on behalf of the Tenderer shall consist of: <i>A DULY SIGNED AND STAMPED POWER OF ATTORNEY FOR THE PERSON SIGNING THE TENDER ON BEHALF OF THE TENDERER AND MUST BE WITNESSED BY THE COMMISSIONER FOR OATHS AND MUST BE ATTACHED TO THE TENDER. THE POWER OF ATTONERY SHALL NOT BE REQUIRED WHERE THE PERSON SIGNING IS A DIRECTOR OF THE COMPANY AS INDICATED IN THE ATTACHED CR12.</i>

D. Submission and opening of tenders

ITT 24.1	<p>For <u>Tender submission purposes</u> only, the Procuring Entity's address is: <i>COMMUNICATIONS AUTHORITY OF KENYA, 14448 NAIROBI -00800, CA CENTRE, ALONG WAIYAKI WAY</i> Attention: DIRECTOR GENERAL Postal Address: 14448 NAIROBI - 00800 Physical Address: NAIROBI, ALONG WAIYAKI WAY, CA CENTRE, GROUND FLOOR AT THE TENDER BOX Telephone: +254 703042000 Electronic mail address: tenders@ca.go.ke</p> <p>The deadline for Tender submission is: Date: WEDNESDAY 18TH MARCH 2026 Time: 10:30 AM EAT Tenderers “<i>SHALL NOT</i> have the option of submitting their Tenders electronically. The electronic Tendering submission procedures shall be: <i>NOT APPLICABLE</i></p> <p>The Authority must receive tenders not later than <i>WEDNESDAY 18TH MARCH 2026</i> at 1030hrs East African time. Any tenders received after the closing date shall be returned</p>
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	<p>unopened to the firm, which submitted it.</p> <p>Duly completed tender documents, in a plain sealed envelope marked; "TENDER FOR SUPPLY, DELIVERY, INSTALLATION, REFURBISHMENT AND COMMISSIONING OF LOCAL AREA NETWORK IN SELECTED POSTAL CORPORATION OF KENYA OFFICES IN THE REPUBLIC OF KENYA, Should be deposited in the CA tender box on the ground floor at the CA Centre along Waiyaki Way</p>
ITT 27.1	<p>The Tender opening shall take place at: NAIROBI, WAIYAKI WAY, CA CENTRE, GROUND FLOOR, ATRIUM</p> <p>Date: WEDNESDAY 18TH MARCH 2026</p> <p>Time: 10:30AM East African Time</p>
ITT 27.6	<p>The form of tender and priced activity schedule shall be initiated by ALL representatives of the procuring entity conducting the tender opening and all tenders shall be numbered.</p>
E. Evaluation and comparison of tenders	
ITT 31.7	<p>For comparison purposes only, to reflect the price of a missing or non conformity item or component in the manner specified as follows.</p> <p>The adjustment shall be based on the NOT APPLICABLE price of the item or component as quoted in the substantially responsive tenders. If the price of the item or component cannot be derived from other substantially responsive tenders the procuring entity shall use its best estimate.</p>
ITT 33.1	<p>The currency that shall be used for the tender evaluation and comparison purposes only to correct at the selling exchange rate all tender prices expressed in various currencies into single is NOT ALLOWED</p> <p>The source of exchange rate shall be NOT ALLOWED</p> <p>The date for the exchange rate shall be NOT APPLICABLE</p> <p>QUOTE TO BE IN KENYA SHILLINGS. FOREIGN CURRENCIES NOT ALLOWED</p>
ITT 34.1	<p>Margin of preference NOT ALLOWED</p>
ITT 34.2	<p>The invitation to tender is extended to the following group that qualify for reservations NOT APPLICABLE</p>
TT 35.2 (d)	<p>Additional evaluation factors shall be NOT APPLICABLE</p>
ITT 35.4	<p>Tenderers shall quote for different lots and the methodology to determine the lowest tenderer is specified in section III evaluation & qualification criteria as follows:</p> <p>Bidders must bid for all the sites (Postal Offices) in each lot they are participating for the submission to be considered complete and the lowest evaluated bidder per lot to be considered for award</p>
F. Award of contract	
ITT 47	<p>Performance security shall be in the sum equivalent to 5% of the contract price and shall be valid for 30 days beyond the contract period.</p>
ITT 49.1	<p>The Adjudicator proposed by the Procuring entity is SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF THE ARBITRATION ACT CAP 49 OF THE LAWS OF KENYA</p> <p>The hourly fee for this proposed Adjudicator shall be NOT APPLICABLE. The biographical data of the proposed Adjudicator is as follows NOT APPLICABLE</p>
ITT 50.1	<p>The procedures for making a Procurement-related Complaint are detailed in the "Notice of Intention to Award the Contract" herein and are also available from the PPRA Website www.ppra.go.ke.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by email or fax), to:</p> <p>For the attention: PATRICK KANYUGO WANJUKI</p> <p>Title/position: DIRECTOR GENERAL</p> <p>Procuring Entity: PUBLIC PROCUREMENT REGULATORY AUTHORITY</p> <p>Email address: info@ppra.go.ke; complaints@ppra.go.ke</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. The terms of the Tendering Documents; and

SECTION III - EVALUATION AND QUALIFICATION CRITERIA

1. General Provision

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

- For construction turn over or financial data required for each year -Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- Value of single contract - Exchange rate prevailing on the date of the contract signature.
- Exchange rates shall be taken from the publicly available source identified in the ITT 33.1. Any error in determining the exchange rates in the Tender may be corrected by the Procuring Entity.

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

1.3 Evaluation and contract award Criteria

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

The tender evaluation will be undertaken through a four (4) stage process namely: -

- A. Mandatory evaluation criteria -Pass/Fail
- B. Technical Compliance Evaluation -Pass/Fail
- C. Technical Capacity Evaluation -Pass/Fail
- D. Financial Evaluation -Lowest total cost evaluated bidder per Lot

2 Preliminary examination for Determination of Responsiveness

The Procuring Entity will start by examining all tenders to ensure they meet in all respects the eligibility criteria (including requirements in the qualification forms, tenderer's eligibility- confidential business questionnaire) and other requirements in the ITT and that the tender is complete in all aspects in meeting the requirements of "Part 2 - *Procuring Entity's Requirements*", including checking for tenders with unacceptable errors, abnormally low tenders, and abnormally high tenders. Tenders that do not pass the Preliminary Examination will not be considered further.

A) Mandatory/Preliminary Evaluation

No.	Mandatory Requirement	Pass/Fail
1.	Must submit one original of the Tender Document. Submission of Original in the format required by the procuring entity and must be TAPE BOUND	
2.	Attach copy of certificate of Incorporation/ Registration	
3.	Attach copy of KRA Tax Compliance Certificate valid as at the date of tender opening	
4.	Provide a CR12 from the Registrar of Companies (for Limited Companies) or relevant Identification documents- showing 100% ownership by Kenyans. The tender is exclusively reserved to firms that Kenyans own 100% shares.	

No.	Mandatory Requirement	Pass/Fail
5.	Provide a valid compliance Network Facility Provider / Application Service Provider/Telecommunications Contractor (TEC) License certificate issued by the Communications Authority of Kenya (CA).	
6.	Provide a Tender Security of Kshs. 200,000.00 per lot which must be in form of a bank Guarantee from a reputable bank/financial institution recognized by the Central Bank of Kenya (CBK) or an insurance Bond from an Insurance Company Registered and Licensed by the Insurance Regulatory Authority (IRA) valid for 170 days from the date of tender opening	
7.	Attach a duly filled and signed Form of Tender in the format provided in section IV including selection of the appropriate option under item (k) in the Form. (The Form of Tender MUST be in the Tenderer's letter head)	
8.	Attach a duly filled and signed Confidential Business Questionnaire in the format provided in section IV	
9.	Attach Duly filled and signed Certificate of Independent Tender Determination as per the format provided in section IV including selection of the appropriate option under item (5) in the form.	
10.	Attach a duly filled and signed Form SD1 Self declaration confirming that the person/tenderer is not debarred as provided for in the Public Procurement and Asset Disposal Act 2015 in the format provided in section IV	
11.	Attach a duly filled and signed Form SD2 Self Declaration confirming that the person/tenderer will not engage in any corrupt or fraudulent practice in the format provided in section IV	
12.	Attach a duly signed and stamped power of attorney for the person signing the tender on behalf of the tenderer and must be witnessed by the commissioner for oaths or notarized by Notary Public. The power of attorney shall not be required where the person signing is a director of the company as indicated in the attached CR12.	
13.	Submit audited accounts for the years 2022, 2023 and 2024 with an average turnover of Ksh 100 million . The audited accounts MUST be duly signed, stamped and dated by an active ICPAK member, with a valid Practicing Number. The Practicing Number must be indicated and a valid certificate of membership attached.	
14.	Attach a Manufacturer's Authorization Forms for all active equipment to be supplied.	

KEY:

✓ PASS X FAIL

Bid evaluation shall be on the basis of pass/fail and any bid failing in any of the (mandatory requirements) will not proceed to the Technical Compliance evaluation stage.

Tender Evaluation (ITT 35)

B) Technical Compliance Evaluation

All the bids that pass the minimum technical specifications shall be subjected to a Technical Compliance Evaluation. The Procuring Entity shall evaluate the technical aspects of the tender to determine compliance with the Procuring Entity's requirements under Section V 'Schedule of Requirement' and whether the Tenders are substantially responsive to the Technical Specifications and other Requirements.

Where bidders indicate they have complied with the Authority's technical requirements, they **MUST** provide an explanation of compliance with reference to the data sheet/brochures with specific page numbers. These are indicative **MINIMUM Specifications** only. Vendors must meet or exceed these specifications. The supply of the equipment or service includes delivery, installation and provision of all accessories of the equipment or service as requested.

The bids that fail at the technical compliance evaluation will not be considered for the next evaluation stage. **The technical datasheets must be provided for verification of compliance with these Specification's failure of which will lead to disqualification.**

The technical compliance shall be evaluated in line with the minimum specifications for both the passive and active components provided below:

1) Branch router

No.	Item description	Minimum Technical Specifications	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Vendor Recognition	Vendor must be recognized as a 'Leader' in Gartner, IDC, or equivalent analysis reports for this product category in at least one of the past two reports.		
2.	Processor	8-core CPU with 16GB DRAM memory (expandable to 32GB)		
3.	Flash Memory	8-GB (expandable to 16GB)		
4.	Storage Disk	16 GB (expandable to 32GB)		
5.	Inbuilt Ethernet ports	Two (2) RJ45 WAN ports and two (2) SFP WAN ports		
6.	Software License	3-year Routing software and license subscription		
7.	Digital Signal Processing	PVDM-256-Channel DSP module support		
8.	Routing Protocols Support	IPv4 & IPv6 Static Routing, RIP v1& v2, OSPF, EIGRP, and BGP (including full BGP routing table, BGP Conditional Advertisement, BGP Prefix-list, and Route-map support)		
9.	Traffic Encapsulation	Support Ethernet, 802.1q VLAN and Point- to-Point Protocol (PPP)		
10.	Security Features	Embedded hardware-based IPSEC VPN encryption support with dedicated crypto engine, Hardware-anchored Secure Boot, Runtime Defenses, Image Signing, and Trust Anchor module for supply chain security.		
11.	Processor Throughput	Min 3.5 Gbps IPv4 forwarding throughput		
12.	IPsec Throughput	Min 900mbps IPsec throughput		
13.	Backplane Bandwidth	Min 20 Mbps with 50Mbps Aggregate		
14.	Cryptographic Algorithms	Support 3DES, AES-128, AES-256 with RSA authentication and SHA, SHA-256, SHA-512 Hashing algorithms		

No.	Item description	Minimum Technical Specifications	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
15.	Traffic Management Functionality	Support Quality of Service (QoS), Class- Based Weighted Fair Queueing (CBWFQ), Policy Based Routing (PBR), Hierarchical QoS, and Weighted Random Early Detection (WRED)		
16.	Compliance	FIPS 140-2, Common Criteria, and DoDIN APL certified.		
17.	Accessories	Rack mount kit and all necessary accessories		
18.	Power Supply	Onboard 240V, 50Hz AC power supply unit		
19.	Power Cord	3-pin AC Power cord (UK standard)		
20.	Warranty	One year manufacturers warranty, upon inspection and acceptance		
21.	Data Sheet	Attach manufacturers datasheet		

2) LAN Switch

No.	Item Description	Minimum Technical Specifications	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Vendor Recognition	Vendor must be recognized as a 'Leader' in Gartner, IDC, or equivalent analyst reports for this product category in at least one of the past two reports.		
2.	Downlinks	24 total 10/100/1000 PoE+ copper ports, providing full PoE+ on all ports		
3.	Uplink Configuration	4x 1G fixed uplinks		
4.	Default Primary AC Power Supply	600W AC power supply		
5.	Fans	Fixed redundant fans		
6.	Software	Network Essentials feature set or equivalent		
7.	Stacking Bandwidth	80 Gbps		
8.	DRAM	2 GB		
9.	Flash	4 GB		
10.	Switching Capacity	55 Gbps		
11.	Forwarding Rate	80 Mpps		
12.	IPv6 Routing Entries	1500		
13.	Multicast Routing Scale	1000		

No.	Item Description	Minimum Technical Specifications	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
14.	QoS Scale Entries	1000		
15.	ACL Scale Entries	1500		
16.	Flexible NetFlow (FNF) Entries	16,000 flows on 24-port Gigabit Ethernet models, with advanced threat detection capabilities		
17.	VLAN IDs	1024		
18.	Total Switched Virtual Interfaces (SVIs)	512		
19.	Jumbo Frames	9000 bytes		
20.	Wireless Bandwidth per Switch	N/A (Switch is not a wireless controller)		
21.	Mean Time Between Failures (hours)	34500 hours		
22.	SFP Module	Single Mode, LC, Duplex, 1310nm, 2.5Gbps, 10KM SFP Module		
23.	Security Features	Trustworthy Systems with Secure Boot, Runtime defenses, Image signing, and Trust Anchor module; MACsec (802.1AE) encryption support; Encrypted Traffic Analytics (ETA) capability for threat detection in encrypted traffic.		
24.	Compliance	FIPS 140-2 and Common Criteria certified.		
25.	BGP Support	Full BGP routing capabilities including BGP-4 and BGP-MPLS VPN support.		
26.	PoE Capabilities	Support for Perpetual PoE and Fast PoE.		
27.	Warranty	One year manufactures warranty, upon inspection and acceptance		
28.	Data Sheet	Attach manufacturers datasheet		

3) Wireless Access Points

No.	Item Description	Minimum Technical Specification	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Wi-Fi Standard	802.11ax (Wi-Fi 6)		
2.	Radios	Dual-band: 2.4 GHz (2x2) and 5 GHz (4x4) MU-MIMO		
3.	Data Rate	Min 4 Gbps		
4.	Antenna Type	Internal antennas		
5.	Ethernet Ports	1 x 100/1000/2500 Multigigabit Ethernet (RJ-45)		
6.	Ethernet Ports	1 x 100/1000/2500 Multigigabit Ethernet (RJ-45)		
7.	Power Options	802.3at PoE+ (required for full functionality), 802.3af (reduced mode)		
8.	USB Port	1 x USB 2.0		
9.	Bluetooth	BLE 5.0 radio included		
10.	Management Options	Embedded Wireless Controller capability; Managed via a proposed LAN Switch or centralized network management platform.		
11.	Mounting Options	Ceiling or wall mount		
12.	Operating Temperature	0°C to 50°C (32°F to 122°F)		
13.	Compliance	RoHS, WEEE, Reach, and other regional standards; FIPS 140-2 and Common Criteria certified.		
14.	Security Features	WPA3, Secure Boot, Runtime Defenses, Image Signing, Trust Anchor module, Rogue AP detection, and advanced spectrum intelligence (e.g., CleanAir technology).		
15.	High Client Density Support	Designed for optimal performance in high client density environments.		
16.	Warranty	One year manufacturer's warranty, upon inspection and acceptance		
17.	Data Sheet	Attach manufacturers datasheet		

4) **6A Shielded Patch Panels- 24 port (siemon or equivalent quality)**

No.	Feature	Specification	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Material	18 gauge cold-rolled steel, black e-coat		
2.	Wire Manager	Included (rear, removable)		
3.	Maximum Dimensions (L×W×H)	109.2 × 482.6 × 44.2 mm (4.3 × 19 × 1.74 in.); +/- 1.5		
4.	Compatibility	19" rack mount (EIA/ECA-310-E compliant)		
5.	Material	18 gauge cold-rolled steel, black e-coat		
6.	Wire Manager	Included (rear, removable)		
7.	Datasheet	Attach Manufacturers datasheet		

5) **Dual Horizontal Faceplate (Siemon or equivalent quality)**

No.	Feature	Specification	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Description	Wall/Surface-Mount Faceplate for 2 Modules (86mm x 86mm)		
2.	Orientation	Horizontal (side-by-side modules)		
3.	Material	Flame-retardant thermoplastic (UL 94V-0)		
4.	Labeling	Clear label field with icon tabs		

6) Shielded Cat 6A RJ45 Outlet (siemon or equivalent quality)

No.	Feature	Specification	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Shielding	360° full metal shielding		
2.	Termination	Tool-less, re-terminable (up to 5x)		
3.	Wiring	T568A/B		
4.	Operating Temp	-10°C to 60°C		
5.	Electrical Specs	Contact Resistance \leq 20 mΩ; Dielectric 1000V (contact)		
6.	Standards Compliance	ANSI/TIA-568.2-D, ISO/IEC 11801-1, IEC 60603-7-51		
7.	Certifications	UL 1863, UL 2043, ISO 9001:2015, RoHS, REACH		
8.	Applications	10GBASE-T, PoE (Types 1-4), PoH		
9.	Datasheet	Attach Manufacturers datasheet		

7) Patress Boxes

No.	Feature	Specification	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Faceplate Fit	Fits 86mm x 86mm dual horizontal faceplates		
2.	Depth Options	\geq 35mm recommended for shielded modules		
3.	Material	ABS plastic or galvanized steel		
4.	Cable Entry Options	Knockouts on top, bottom, rear, and sides		
5.	Mounting Centers	60.3mm (UK standard)		
6.	Flame Rating	UL94V-0 or equivalent		

8) **Cat 6a- Cable roll (siemon or equivalent quality)**

No.	Feature	Minimum Specification	Technical	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Construction	FUTP, 23 AWG solid bare copper			
2.	Shielding	Aluminum foil tape + tinned copper drain wire			
3.	Temperature Rating	75°C			
4.	Jacket Options	CM LSOH CMR			
5.	Standards Compliance	ISO/IEC 11801, ANSI/TIA 568.2-D, IEC 61156-5, UL CMR, EN 50575 Class Dca s2 d2 a1			
6.	Applications	10GBASE-T, 1000/100/10BASE-T, PoE, PoH			
7.	Physical Properties	Pulling Tension: 110N, Bend Radius: 27mm			
8.	Construction	FUTP, 23 AWG solid bare copper			

9) **Patch cord Cat 6a - 1 Meter (Siemon or equivalent quality)**

No.	Feature	Minimum Technical Specifications	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Product Type	Patch Cord (Factory-terminated)		
2.	Category	Category 6A		
3.	Performance	Supports 10GBASE-T min 80 meters		
4.	Shielding Options	Shielded (S/FTP) & Unshielded (UTP)		
5.	Connector Type	RJ45 (8P8C), strain relief boot		
6.	Conductor Type	26 AWG stranded copper		
7.	Cable Type	Stranded patch cable		
8.	Jacket Material	Flame-retardant PVC or LSZH		
9.	Standard Lengths	1m		
10.	Flame Rating	CM, CMR, LSZH		
11.	Standards Compliance	ISO/IEC 11801 EA, IEEE 802.3an		
12.	PoE Support	PoE, PoE+, PoE++ (Type 4, 100W)		

13.	Recommended Use	High-speed workstations, switches, patch panels, Wi-Fi 6/6E APs		
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10) Patch cord Cat 6a - 3 Meter (Siemon or equivalent quality)

No.	Description	Feature	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Product Type	Patch Cord (Factory-terminated)		
2.	Category	Category 6A		
3.	Performance	Supports 10GBASE-T, min 80 meters		
4.	Shielding Options	Shielded (S/FTP) & Unshielded (UTP)		
5.	Connector Type	RJ45 (8P8C), strain relief boot		
6.	Conductor Type	26 AWG stranded copper		
7.	Cable Type	Stranded patch cable		
8.	Jacket Material	Flame-retardant PVC or LSZH		
9.	Color Options	Blue, Yellow, Red, Green, Black, White, Grey, Purple, Orange		
10.	Standard Lengths	3m		
11.	Flame Rating	CM, CMR, LSZH		
12.	Standards Compliance	ISO/IEC 11801 EA, IEEE 802.3an		
13.	PoE Support	PoE, PoE+, PoE++		
14.	Recommended Use	High-speed workstations, switches, patch panels, Wi-Fi 6/6E APs		

11) Cabinet Rack (siemon or equivalent quality)

No	Feature	Minimum Technical Specification	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Height	12U (584mm / 23 in.)		
2.	Width	737mm (29 in.)		
3.	Depth (External/Usable)	610mm / 394mm		
4.	Load Rating	91kg (200 lbs)		
5.	Color	Graphite Black (RAL 9011)		
6.	Material & Finish	Gauge steel, powder-coated		
7.	Cable Access	Top, bottom, rear knockouts		
8.	Mounting Option	Wall-mount		

No	Feature	Minimum Technical Specification	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
9.	Standards Compliance	EIA/ECA-310-E, UL 60950, NEMA Type 1		
10.	Accessories	VP-FAN-220 (220VAC, 3 x 110CFM, C13 plug)		
		VP-GRD (Grounding kit)		
		Filter + bracket kit		
		Replacement filter		
11.	Datasheet	Attach Manufacturers datasheet		

12) Horizontal Cable Managers - 2U (siemon or equivalent quality)

No.	Feature	Specification	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Product Type	Horizontal Cable Manager		
2.	Brand	Siemon		
3.	Size	2U (2 Rack Unit)		
4.	Mounting	19" standard EIA rack/cabinet		
5.	Material	High-strength metal panel, flame-retardant plastic ducts		
6.	Design Options	Front/rear covers, slotted finger ducts		
7.	Color	Black (standard)		
8.	Cable Entry Style	Horizontal entry/exit with large slots		
9.	Uses	Organizes patch cords, jumpers, device cables		
10.	Installation	Front-mounted with cage nuts and screws		
11.	RoHS Compliant	Yes		
12.	Accessories	Rack Screws and Cage Nuts: For mounting in 19" racks		
		Cable Ties or Velcro Straps: For bundling and securing		
		Rear Cable Support Bars: Optional		
		Label Holders or Clips: Optional, for identification		

13) Power double Knock Out

No.	Feature	Specification	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Type	Flush or surface-mount		
2.	Material	Galvanized steel ($\geq 1.0\text{mm}$)		
3.	Size	25mm or 35mm depth		
4.	Dimensions	3"x3" (single gang), 3"x6" (double gang)		
5.	Knockout Ports	Pre-cut (20mm or 25mm)		
6.	Earthing Point	Screw and brass lug		
7.	Finish	Zinc-plated or powder-coated		
8.	Compatibility	PVC/metal conduit systems		
9.	Mounting Holes	Slotted		
10.	Lug Configuration	Fixed or adjustable		
11.	Standards Compliance	KS 04-239, BS 4662		
12.	IP Rating	IP20 (or higher for outdoor use)		
13.	Usage	Power/light/data back box		

14) 2.5mm Power Cable

No.	Feature	Specification	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Conductor Size	2.5 mm ² (cross-sectional area)		
2.	Conductor Material	99.99% Pure Copper		
3.	Number of Cores	3 Core (Live, Neutral, Earth)		
4.	Insulation Type	PVC (Polyvinyl Chloride) or XLPE (Cross-linked Polyethylene – higher grade)		
5.	Sheath Type	PVC (standard) or armored (for outdoor/heavy-duty use)		
6.	Temperature Range	-5°C to +70°C (PVC); -5°C to +90°C (XLPE)		
7.	Standards Compliance	KEBS KS 04-263 or IEC 60227 / 60228		
8.	Packaging	Supplied in coils of 90m or 100m rolls		
9.	Conductor Size	2.5 mm ² (cross-sectional area)		
10.	Conductor Material	99.99% Pure Copper (preferred for conductivity and durability)		
11.	Number of Cores	2 Core (Live & Neutral) or 3 Core (Live, Neutral, Earth)		

15) Power Extension

No.	Feature	Specification	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Number of Outlets	6 Universal Sockets		
2.	Voltage Rating	220–250V AC		
3.	Frequency	50/60Hz		
4.	Current Rating	With 13A fuse		
5.	Cord Length	3m		
6.	Cable Type	3-Core Copper Cable 1.5mm ²)		
7.	Socket Material	Flame-retardant ABS Plastic		
8.	Surge Protection	surge/spike protection LED indicator		
9.	Switches	Individual switches for each socket		
10.	Standards Compliance	KEBS Certified (KS 04-200), CE Marked		

16) Trunking (metal Trunking 4x2)

No.	Feature	Specification	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Colour	Cream white		
2.	Dimensions	(L) 3m × (H) 50mm × (W) 50mm		
3.	Finish	Hot-Dipped Zinc / Rust-resistant powder-coated		
4.	Gauge	1 mm		
5.	Guarantee	1 Year		
6.	Height	50 mm		
7.	IP Rating	IP4X		
8.	Material	Steel		
9.	Width	50 mm		
10.	Number of Compartments	2 (Interior dividers to separate power and data cables)		
11.	Standards Compliance	BS EN 50085-1, BS EN 50085-2-1, BS EN 10346		

17) 2KVA UPS

No	Requirement Description	Minimum Specifications	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Item	2KVA UPS		
2.	Battery Type	Valve-regulated, non-spillable, lead-acid		
3.	Form Factor	Rack Mounted		
4.	Power Rating	2000VA / 1800W		
5.	Voltage Range Without Battery Operation	230V default, derating applies		
6.	Communication	10/100/1000 Mbit Ethernet SNMP, Device Web Page, with MIB and configuration cable RELAYCARD-PG Intellislot Interface Kit for Relay Contacts USB485I USB to RS-485 adapter for Modbus/RTU and BACnet/MSTP support Input circuit breaker USB communication port EPO port network management card External battery cabinet connector		
7.	Warranty	One (1) Year manufacturer's Warranty		

SUPPLY AND INSTALLATION OF END USER DEVICES

The successful bidder will be expected to supply and install the following equipment after they have been tested and confirmed to be meeting specifications and in good working order:

1) Desktop Computers

No.	Requirement Description	Minimum Technical Specifications	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Processor	Processor: Intel Core i7 12 th Gen and above, 3.1 GHz, 6 cores, 12 threads		
2.	Operating System	Windows 11 Pro and above, English with genuine license activated		
3.	Office Suite	MS Office 2021 or above with genuine license activated		
4.	Graphics	Intel® Graphics or equivalent		
5.	RAM	16 GB: 1 x 16 GB, DDR5		
6.	Storage	512GB SSD		
7.	Power Supply	300W Platinum Power Supply		

No.	Requirement Description	Minimum Technical Specifications	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
8.	Ports and Slots	1. Optical Disc Drive 2. Power Button 3. Universal Audio Jack 4. 2x USB 2.0 Port 5. USB 3.2 Gen 1 Port 6. USB 3.2 Gen 1 Type-C Port 7. Video Port (optional) HDMI 2.1 VGA 8. HDMI 9. RJ-45 Ethernet 10. 3x Expansion Slots 11. Power Cord Connector 12. Power Supply Diagnostic Light 13. Padlock Ring 14. Kensington Security Cable Slot		
9.	Input Device	Wired Keyboard and Mouse		
10.	Monitor	24 Inch 4K Resolution Monitor		
11.	Management engine	Intel vPro Enterprise		
12.	Support	Basic Hardware support		
13.	Warranty	One year manufactures warranty, upon inspection and acceptance		
14.	Data Sheet	Attach manufacturers datasheet		

2) UPS (800VA Tower)

No.	Requirement Description	Minimum Technical Specifications	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Item	800VA Ups		
2.	Features	High Availability Overload protection and alarm Auto re-start with AC recovery Fast charging, Cold start function		
3.	Form Factor	Tower		
4.	Capacity - Wattage and Voltage	800 VA / 480 W		
5.	AC Parameters	Line Input Nominal Voltage 220 - 240 V AC		
6.	Battery Parameters	Type Valve-regulated, non-spillable, lead acid Quantity x Voltage x Rating: 1 x 12V x 9 Ahr		

		Recharge Time 4 hours recovers to 90% capacity		
7.	Warranty	One year manufactures warranty, upon inspection and acceptance		
8.	Data Sheet	Attach manufacturers datasheet		

3) Printers (Slip)

No.	Category	Minimum Specification	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Print Method	Direct Thermal TM u220		
2.	Print Speed	350 mm/sec		
3.	Print Resolution	200 dpi (dots per inch)		
4.	Print Width	72 mm (default), adjustable to 48 mm		
5.	Characters Per Line	56 (font A), 42 (font B)		
6.	Paper Width	80 mm / 58 mm (with paper guide)		
7.	Auto Cutter	Yes – Partial and full cut (2 million cuts rated)		
8.	Reliability (MTBF)	360,000 hours		
9.	Printer Head Life	200 km of paper printed		
10.	Interfaces (depends on model)	USB 2.0, NFC, Wi-Fi, Bluetooth		
11.	Multi-interface Support	Multiple interfaces can be used simultaneously		
12.	Mobile Device Support	Supports Android, iOS, and Windows		
13.	Web Printing	Should print directly from cloud/web apps		
14.	Paper Loading	Drop-in paper loading		
15.	Power Supply	External		
16.	Warranty	One year manufactures warranty, upon inspection and acceptance		
17.	Data Sheet	Attach manufacturers datasheet		

4) Printers (MFP B/W)

No.	Category	Minimum Specification	Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Item	Multi-functional Printer		
2.	Functions	Print, Copy, Scan		
3.	Print Technology	Laser (Monochrome)		
4.	Processor & Memory	1.2 GHz processor, 1.5 GB RAM		
5.	Print Speed (A4)	40 pages per minute (ppm)		
6.	First Page Out (A4)	6 seconds		
7.	Print Resolution	1200 x 1200 dpi		
8.	Monthly Duty Cycle	150,000 pages (recommended: 2,000–7,500 pages)		
9.	Copy Speed (A4)	40 copies per minute		
10.	Scan Speed (A4)	55 images per minute (ipm) duplex		
11.	Scan Resolution	600 dpi		
12.	ADF Capacity	100-sheet duplex Automatic Document Feeder		
13.	Flatbed Size	A4 / Letter		
14.	Paper Input Capacity	550-sheet main tray + 100-sheet multipurpose tray (standard)		
15.	Maximum Input Capacity	2,200 sheets		
16.	Paper Output Capacity	250 sheets		
17.	Media Sizes Supported	A4, A5, A6, B5 (JIS), 16K, envelopes, custom sizes		
18.	Connectivity	High-Speed USB 2.0, Gigabit Ethernet, USB host (front)		
19.	Mobile Printing	Apple AirPrint		
		Mopria App option		
		Google Cloud Print		
20.	Optional Wireless	Via JetDirect 3000w BLE/NFC/Wireless Module		
21.	Toner Cartridges	10,000 pages cartridge		
22.	Display	8.0 cm (3.5 in) color touchscreen		
23.	Security Features	Sure Start, Whitelisting, Secure Boot, Encrypted storage, Run-time intrusion detection		
24.	Warranty	One year manufacturers warranty, upon inspection and acceptance		
25.	Data Sheet	Attach manufacturers datasheet		

5) 9U Cabinet

No.	Item	Minimum Specification	Technical Compliance (Yes/No)	If complied, Bidders MUST provide explanation of compliance with reference to datasheet or bill of materials with the specific page number and section of the reference
1.	Size	9U		
2.	Rack Type	Enclosure		
3.	Dimensions	300X300		
4.	Type	Wall Mounted		
5.	Cable Entry	Top & Bottom		
6.	Mounting Profile	1 pair (front), adjustable		
7.	Fan	Built-in double-fan		
8.	Colour	Black		
9.	PDU And Back To Back Cable	6 Way PDU and Back to Back Power Cable 3m		
10.	Power Protection	Earthing		
11.	Door	Perforated Steel Mesh Doors		
12.	Door Frames	Front & Back Door Frames		
13.	Accessories	(20) M6 screws (20) M6 cage nuts (20) M6 washers (20) 12-24 screws (2) Keys Owner's manual		

C) Technical Capacity Evaluation

Bidders that will qualify at the Technical Compliance Evaluation stage shall be subjected to the Technical Capacity Evaluation. The technical capacity evaluation stage shall be on a pass/fail basis and bidders who fail to meet one or more technical capacity requirements will be disqualified from proceeding to the Financial Evaluation stage.

No	Item	Description	Pass / Fail
1	Project Implementation Methodology and Workplan	<p>Bidders must submit a description of the Project methodology and work plan for performing the assignment which must contain the following:</p> <p>i) Detailed project implementation methodology to be used.</p> <p>ii) Gantt Chart showing detailed activities and milestones - bidders must show: a. Breakdown each activity indicating timelines for each milestone</p> <p>Adequacy of the proposed methodology and work should also include the following:</p> <p>i. Proposed preventive maintenance sub-plan</p> <p>ii. Proposed corrective maintenance subplan</p> <p>iii. Proposed test and quality assurance sub-plan</p>	
2	Maintenance And Support Service Level Agreement	<p>The bidder should provide a Draft Service Level Maintenance SLA detailing:</p> <p>i) Severity Level</p> <p>ii) Fault Logging procedures</p> <p>iii) Service level & priority definition indicating response timelines and coverage.</p> <p>iv) Escalation Matrix</p>	

		v) Reactive Maintenance activities and scope vi) Preventative Maintenance activities and scope vii) Proactive monitoring activities and scope	
3	Warranty on Structured cabling subsystem	Supplier commits to submit a minimum of twenty-five (25) year OEM warranty to PCK for the proposed cabling subsystem after complete deployment.	
4	Company Experience	The bidding company should provide evidence of four (4) similar LAN / WAN infrastructure projects in the last 5 years with a minimum total value of KES 40 million.	
	Proof of Award Contact Persons	Attach Certificates of completion Provide list of projects, value and contact persons.	

		Key Personnel Qualifications The installation of the solutions SHALL be performed by a certified team of ICT professionals who meet the required qualifications below; (Attach certified CVs, Academic and Professional Certificates as evidence)	Pass / Fail
a)	Project Manager	The Project Manager must be a professional in the ICT sector with at least Seven (7) years of experience in managing projects in the Telecommunication/ICT field (Attach duly signed Curriculum Vitae) The proposed staff must meet the following academic and current professional certifications: i) Bachelors' degree in IT, Computer Science or engineering (Attach academic certificate) ii) PRINCE II Practitioner / PMP certification (Attach certificate)	
		The Lead Network Engineer must have at least Seven (7) years of experience in the Telecommunication/ICT field (Attach duly signed Curriculum Vitae). The proposed staff must meet the following academic and professional certifications: i) Bachelors' degree in IT, Computer Science or engineering (Attach academic certificate) ii) Should have a HCNP /HCIA/ HCIE / CCIE / CCNP Certificate or equivalent (Attach certificate)	
c)	Network LAN/ WAN Routing, Switching and WLAN Technicians	At least two (2) Network LAN/ WAN Routing, Switching and WLAN Technicians with at least Four (4) years of experience in the ICT space (Attach duly signed Curriculum Vitae). The proposed staff must meet the following academic and professional certifications: i) Diploma or Bachelors' degree in IT, Computer Science or similar in nature (Attach academic certificate) ii) Registered with Communications Authority of Kenya (CA) as a Technical Personnel – attach valid certificate	
		At least two (2) Network Cabling Technicians with at least (4) years of experience in the ICT field (Attach duly signed Curriculum Vitae). The proposed staff must meet the following academic and professional certifications: i) Diploma or Bachelors' degree in IT, Computer Science or similar in nature (Attach academic certificates) ii) Registered with Communications Authority of Kenya (CA) as a Technical Personnel – attach valid certificate	

e)	Electrical/ Mechanical/ Mechatronics Engineer	<p>At least a diploma in Electrical Engineering or Mechatronics Engineering (Attach academic certificate)</p> <p>Proven minimum of 3 Years specific work experience in related power projects (Attach signed curriculum vitae)</p> <p>Registration with EBK (Attach certificate)</p>	
f)	Civil Engineer	<p>At least a diploma in Civil engineering or building and construction (Attach academic certificate)</p> <p>Proven minimum of 3 Years specific work experience in related projects (Attach signed curriculum vitae)</p> <p>Registration with EBK (Attach certificate)</p>	

D) Financial Evaluation

Only the bids that meet the technical capacity evaluation requirements for all items above shall be subjected to the financial evaluation to determine the winner. The lowest evaluated bidder per lot including Refurbishment, LAN Setup and End user equipment will be considered for award of tender. The financial bid MUST be submitted in the format provided below.

1. Price Schedule Summary For Refurbishment , LAN Setup and End user equipment

No.	Station (Location)	Cost of LAN and end user devices exclusive of applicable Kshs	Cost of Refurbishment exclusive of applicable taxes-Kshs	Total exclusive applicable Kshs	cost of taxes-
LOT 1					
1.	Wajir PO				
2.	Mandera PO				
3.	Dadaab PO				
4.	Kitui PO				
5.	Hola PO				
A	Sub – Total				
B	Add VAT (16%) of A				
C	Add Levy Order (0.03%) of A				
Total Cost Carried to form of tender inclusive of Taxes(A+B+C) to be Carried to the Form of Tender					
LOT2					
1.	Malindi PO				
2.	Faza PO				
3.	Namanga PO				
4.	Lungalunga PO				
A	Sub – Total				
B	Add VAT (16%) of A				
C	Add Levy Order (0.03%) of A				
Total Cost Carried to form of tender inclusive of Taxes(A+B+C) to be Carried to the Form of Tender					
LOT 3					
1.	Narok PO				
2.	Lodwar PO				

No.	Station (Location)	Cost of LAN and end user devices exclusive of applicable taxes- Kshs	Cost of Refurbishment exclusive of applicable taxes-Kshs	Total exclusive applicable Kshs	cost of taxes-
3.	Iten PO				
4.	Eldama Ravine PO				
A	Sub – Total				
B	Add VAT (16%) of A				
C	Add Levy Order (0.03%) of A				
Total Cost Carried to form of tender inclusive of Taxes(A+B+C) to be Carried to the Form of Tender					
LOT 4					
1.	Moyale PO				
2.	Maralal PO				
3.	Dol Dol PO				
4.	Isiolo PO				
A	Sub – Total				
B	Add VAT (16%) of A				
C	Add Levy Order (0.03%) of A				
Total Cost Carried to form of tender inclusive of Taxes(A+B+C) to be Carried to the Form of Tender					

Note: The detail Bills of Quantities (BOQs) for the Refurbishment are provided in the **Work Schedules And Specifications** and bidders must fill in the BOQs

Multiple Contracts

The lowest total cost evaluated bidder per lot will be considered for award of tender.

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

OPTION1

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

OPTION 2

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

1 Alternative Tenders (ITT 15.1) NOT APPLICABLE

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

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

2 MARGIN OF PREFERENCE NOT APPLICABLE

Apply Margin of Preference, if so allowed to all evaluated and accepted tender

as

follows.

- 6.1 If the TDS so specifies, the Procuring Entity will grant a margin of preference of fifteen percent (15%) to be loaded on evaluated prices of foreign tenderers, where the percentage of shareholding of Kenyan citizens is less than fifty-one percent (51%).
- 6.2 Contractors applying for such preference shall be asked to provide, as part of the data for qualification, such information, including details of ownership, as shall be required to determine whether, according to the classification established by the Procuring Entity, a particular contractor or group of contractor's qualifies for a margin of preference.
- 6.3 After Tenders have been received and reviewed by the Procuring Entity,

responsive Tenders shall be assessed to ascertain their percentage of shareholding of Kenyan citizens. Responsive tenders shall be classified into the following groups:

- i) Group A: tenders offered by Kenyan Contractors and other Tenderers where Kenyan citizens hold shares of over fifty one percent (51%).
- ii) Group B: tenders offered by foreign Contractors and other Tenderers where Kenyan citizens hold shares of less than fifty one percent (51%).

6.4 All evaluated tenders in each group shall, as a first evaluation step, be compared to determine the lowest tender, and the lowest evaluated tender in each group shall be further compared with each other. If, as a result of this comparison, a tender from Group A is the lowest, it shall be selected for the award. If a tender from Group B is the lowest, an amount equal to the percentage indicated in Item 3.1 of the respective tender price, including unconditional discounts and excluding provisional sums and the cost of day works, if any, shall be added to the evaluated price offered in each tender from Group B. All tenders shall then be compared using new prices with added prices to Group B and the lowest evaluated tender from Group A. If the tender from Group A is still the lowest tender, it shall be selected for award. If not, the lowest evaluated tender from Group B based on the first evaluation price shall be selected.

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

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

POST QUALIFICATION DUE DILIGENCE MAY BE CONDUCTED ON THE LOWEST EVALUATED BIDDER/S. DURING THE DUE DILIGENCE THE PROCURING ENTITY WILL ASSESS THE AUTHENTICITY OF THE SUBMITTED DOCUMENTATIONS/INFORMATION AND REFERENCES GIVEN. IF FROM THE ASSESSMENT IT IS ESTABLISHED THAT ANY OF THE INFORMATION/DOCUMENTATION PROVIDED IS FALSE THEN THE BIDDER SHALL BE DISQUALIFIED

- i) The Tenderer shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow of Kenya Shillings **AS INDICATED IN EVALUATION CRITERIA**
- ii) Minimum average annual construction turnover of Kenya Shillings **AS PER EVALUATION CRITERIA [insert amount]**, equivalent calculated as total certified payments received for contracts in progress and/or completed within the last ____/insert of year years.
- iii) At least **AS PER EVALUATION CRITERIA ____(insert number)** of contract(s) of a similar nature executed within Kenya, or the East African Community or abroad, that have been satisfactorily and substantially completed as a prime contractor, or joint venture member or subcontractor each of minimum value Kenya shillings _____ equivalent.

- iv) Contractor's Representative and Key Personnel, which are specified as **PER EVALUATION CRITERIA**
- v) Contractors key equipment listed on the table "Contractor's Equipment" below and more specifically listed as *[specify requirements for each lot as applicable]* AS **PER EVALUATION CRITERIA**

Other conditions depending on their seriousness.

a) History of non-performing contracts:

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

b) Pending Litigation

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

c) Litigation History

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

SECTION IV - TENDERING FORMS

1 FORM OF TENDER

INSTRUCTIONS TO TENDERERS

- i) *The Tenderer must prepare this **Form of Tender** on stationery with its **letterhead** clearly showing the Tenderer's complete name and business address.*
- ii) *All italicized text is to help Tenderer in preparing this form.*
- iii) *Tenderer must complete and sign CERTIFICATE OF INDEPENDENT TENDERDETERMINATION and the SELF DECLARATION OF THE TENDERER attached to this Form of Tender.*
- iv) *The Form of Tender shall include the following Forms duly completed and signed by the Tenderer.*
 - a) *Tenderer's Eligibility-Confidential Business Questionnaire*
 - b) *Certificate of Independent Tender Determination*
 - c) *Self-Declaration of the Tenderer*

Date of this Tender submission: _____ [insert date (as day, month and year) of Tender submission]

ITT No.: _____ [insert number of ITT process]

Alternative No.: _____ [insert identification No if this is a Tender f or an alternative] **To:** _____ [insert complete name of Procuring Entity]

- a) **No reservations:** We have examined and have no reservations to the tendering document, including Addenda issued in accordance with ITT9;
- b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITT4;
- c) **Tender-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Entity based on execution of a Tender-Securing Declaration or Proposal-Securing Declaration in Kenya in accordance with ITT21;
- d) **Conformity:** We offer to provide the Non-Consulting Services in conformity with the tendering document of the following: [insert a brief description of the Non-Consulting Services];
- e) **Tender Price:** The total price of our Tender, excluding any discounts offered in item(f) below is: [Insert one of the options below as appropriate]

Option 1, in case of one lot: Total price is: [insert the total price of the Tender in words and figures, indicating the various amounts and the respective currencies];

Or

Option 2, in case of multiple lots: (a) Total price of each lot [insert the total price of each lot in words and figures, indicating the various amounts and the respective currencies]; and (b) Total price of all lots (sum of all lots) [insert the total price of all lots in words and figures, indicating the various amounts and the respective currencies];

- f) **Discounts:** The discounts offered and the methodology for their application are:
 - i) The discounts offered are: [Specify in detail each discount offered.]
 - ii) The exact method of calculations to determine the net price after application of discounts is shown below: [Specify in detail the method that shall be used to apply the discounts];
- g) **Tender Validity Period:** Our Tender shall be valid for the period specified in TDS 19.1 (as amended if applicable) from the date fixed for the Tender submission deadline (specified in TDS 23.1 (as amended if applicable)), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- h) **Performance Security:** If our Tender is accepted, we commit to obtain a Performance Security in accordance with the tendering document;

- i) **One Tender Per Tenderer:** We are not submitting any other Tender(s) as an individual Tenderer, and we are not participating in any other Tender(s) as a Joint Venture member or as a subcontractor, and meet the requirements of ITT4.3, other than alternative Tenders submitted in accordance with ITT14;
- j) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the PPRA. Further, we are not ineligible under Kenya's official regulations or pursuant to a decision of the United Nations Security Council;
- k) **State-owned enterprise or institution:** [select the appropriate option and delete the other] [We are not a state-owned enterprise or institution] / [We are a state-owned enterprise or institution but meet the requirements of ITT 4.6];
- g) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Tendering process or execution of the Contract: [insert complete name of each Recipient, its full address, r gratuity].

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate "none.")

- a) [Delete if not appropriate, or amend to suit] We confirm that we understand the provisions relating to Standstill Period as described in this tendering document and the Procurement Regulations.
- l) **Binding Contract:** We understand that this Tender, together with your written acceptance thereof included in your Form of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- m) **Not Bound to Accept:** We understand that you are not bound to accept the lowest evaluated cost Tender, the Best Evaluated Tender or any other Tender that you may receive; and
- o) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any type of Fraud and Corruption.
- p) **Collusive practices:** We hereby certify and confirm that the tender is genuine, non-collusive and made with the intention of accepting the contract if awarded. To this effect we have signed the "Certificate of Independent tender Determination" attached below.
- q) **Code of Ethical Conduct:** We undertake to adhere by the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal, copy available from _____ (specify website) during the procurement process and the execution of any resulting contract.
- r) We, the Tenderer, have completed fully and signed the following Forms as part of our Tender:
 - i) Tenderer's Eligibility; Confidential Business Questionnaire—to establish we are not in any conflict to interest.
 - ii) Certificate of Independent Tender Determination—to declare that we completed the tender without colluding with other tenderers.
 - iii) Self-Declaration of the Tenderer—to declare that we will, if awarded a contract, not engage in any form of fraud and corruption.
 - iv) Declaration and commitment to the Code of Ethics for Persons Participating in Public Procurement and Asset Disposal.

Further, we confirm that we have read and understood the full content and scope of fraud and corruption as informed in **“Appendix 1- Fraud and Corruption”** attached to the Form of Tender.

Name of the Tenderer:..... *[insert complete name of person signing the Tender]

Name of the person duly authorized to sign the Tender on behalf of the Tenderer:..... **[insert complete name of person duly authorized to sign the Tender]

Title of the person signing the Tender:..... [insert complete title of the person signing the Tender]

Signature of the person named above:[insert signature of person whose name and capacity are shown above]

Date signed..... [insert date of signing] **day of**[insert month], [insert year]

i) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

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

Tenderer's Details

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

General and Specific Details

a) Sole Proprietor, provide the following details.

Name in full _____ Age _____
Nationality _____

Country of Origin_____

Citizenship_____

b) Partnership, provide the following details.

	Name of Partners	Nationality	Citizenship	% Shares Owned
1				
2				
3				
4				
5				
6				
7				
8				

c) **Registered Company**, provide the following details.

i. Private or public Company _____

ii. State the nominal and issued capital of the Company-

Nominal Kenya Shillings (Equivalent).....

Issued Kenya Shillings (Equivalent).....

iii. Give details of Directors as follows:

	Name of Directors	Nationality	Citizenship	% Shares Owned
1				
2				
3				
4				
5				
6				
7				
8				

d) DISCLOSURE OF INTEREST-Interest of the Firm in the Procuring Entity.

i. Are there any person/persons in..... (*Name of Procuring Entity*) who has/have an interest or relationship in this firm? Yes/No..... If yes, provide details as follows:

	Names of Person	Designation in the Procuring Entity	Interest or Relationship with Tenderer
1			
2			
3			
4			
5			
6			
7			
8			

ii. Conflict of interest disclosure

	Type of Conflict	Disclosure YES or NO	If YES Provide Details of The Relationship with Tenderer
1	Tenderer is directly or indirectly controlled by or is under common control with another tenderer		
2	Tenderer receives or has received any direct or indirect subsidy from another tenderer		
3	Tenderer has the same legal representative as another tenderer		
4	Tenderer has a relationship with another tenderer, directly, or through common third parties, that puts it in a position to influence the tender of another tenderer, or influence the decisions of the Procuring Entity regarding this tendering process		
5	Any of the tenderer's affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the tender		
6	Tenderer would be providing goods, works, non-consulting services or consulting services during implementation of the contract specified in this Tender Document		
7	Tenderer has close business or family relationship with a professional staff of the Procuring Entity who are directly or indirectly involved in the preparation of the Tender Document or specifications of the contract, and/or the Tender evaluation process of such contract		
8	Tenderer has close business or		

	family relationship with a professional staff of the Procuring Entity who would be involved in the implementation or supervision of the such contract		
9	Has the conflict stemming from such relationship stated in item 8 above been resolved in a manner acceptable to the Procuring Entity throughout the tendering process and execution of the contract		

e) Certification

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

Full Name.....

Title or Designation.....

.....
(Signature)

.....
(Date)

ii) CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Letter of Tender to the _____
[Name of Procuring Entity] for: _____ [Name and number of tender] in response
to the request for tenders made by: _____ [Name of Tenderer] do hereby make the following statements
that I certify to be true and complete in every respect:

I certify, on behalf of [Name of Tenderer] that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the Tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am the authorized representative of the Tenderer with authority to sign this Certificate, and to submit the Tender on behalf of the Tenderer;
4. For the purposes of this Certificate and the Tender, I understand that the word “competitor” shall include any individual or organization, other than the Tenderer, whether or not affiliated with the Tenderer, who:
 - a) Has been requested to submit a Tender in response to this request for tenders;
 - b) could potentially submit a tender in response to this request for tenders, based on their qualifications, abilities or experience;
5. The Tenderer discloses that [check one of the following, as applicable]:
 - a) The Tenderer has arrived at the Tender independently from, and without consultation, communication, agreement or arrangement with, any competitor;
 - b) the Tenderer has entered into consultations, communications, agreements or arrangements with one or more competitors regarding this request for tenders, and the Tenderer discloses, in the attached document(s), complete details thereof, including the names of the competitors and the nature of, and reasons for, such consultations, communications, agreements or arrangements;
6. In particular, without limiting the generality of paragraphs(5)(a) or (5)(b) above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) methods, factors or formulas used to calculate prices;
 - c) the intention or decision to submit, or not to submit, a tender; or
 - d) the submission of a tender which does not meet the specifications of the request for Tenders; except as specifically disclosed pursuant to paragraph (5) (b) above;
7. In addition, there has been no consultation, communication, agreement or arrangement with any competitor regarding the quality, quantity, specifications or delivery particulars of the works or services to which this request for tenders relates, except as specifically authorized by the procuring authority or as specifically disclosed pursuant to paragraph (5)(b) above;
8. The terms of the Tender have not been, and will not be, knowingly disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official tender opening, or of the awarding of the Contract, which ever comes first, unless otherwise required by law or as specifically disclosed pursuant to paragraph (5) (b) above.

Name _____

Title _____

Date _____

[Name, title and signature of authorized agent of Tenderer and Date]

i) SELF-DECLARATION FORMS

FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015

I, of Post Office Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Company Secretary/ Chief Executive/ Managing Director /Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of **Tender No.** for (*insert tender title/description*) for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.
3. THAT what is deponed to herein above is true to the best of my knowledge, information and belief.

.....

.....
.....
(Date)

(Signature)

Bidder Official Stamp

FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I, of P.O. Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (*insert name of the Company*) who is a Bidder in respect of Tender No. for (*insert tender title/description*) for (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.
2. THAT the aforesaid Bidder, its servants and/or agents /subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (*insert name of the Procuring entity*) which is the procuring entity.
3. THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of (*name of the procuring entity*)
4. THAT the aforesaid Bidder will not engage /has not engaged in any corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....

(Signature)

.....

.....

(Date)

(Title)

Bidder's Official Stamp**DECLARATION AND COMMITMENT TO THE CODE OF ETHICS**

I,.....(person) on behalf of (*Name of the Business/ Company/Firm*) declare that I have read and fully understood the contents of the Public Procurement & Asset Disposal Act, 2015, Regulations and the Code of Ethics for persons participating in Public Procurement and Asset Disposal and my responsibilities under the Code.

I do hereby commit to abide by the provisions of the Code of Ethics for persons participating in Public Procurement and Asset Disposal.

Name of Authorized signatory.....

Sign.....

Position.....

Office address.....

Telephone.....

Email.....

Name of the Firm/Company.....

Date.....

(Company Seal/ Rubber Stamp where applicable)

Witness

Name

.....

Sign.....

Date.....

ii) APPENDIX1-FRAUD AND CORRUPTION

(Appendix 1 shall not be modified)

1. Purpose

1.1 The Government of Kenya's Anti-Corruption and Economic Crime laws and their sanction's policies and procedures, Public Procurement and Asset Disposal Act (*no. 33 of 2015*) and its Regulation, and any other Kenya's Acts or Regulations related to Fraud and Corruption, and similar offences, shall apply with respect to Public Procurement Processes and Contracts that are governed by the laws of Kenya.

2. Requirements

2.1 The Government of Kenya requires that all parties including Procuring Entities, Tenderers, (applicants/proposers), Consultants, Contractors and Suppliers; any Sub-contractors, Sub-consultants, Service providers or Suppliers; any Agents (whether declared or not); and any of their Personnel, involved and engaged in procurement under Kenya's Laws and Regulation, observe the highest standard of ethics during the procurement process, selection and contract execution of all contracts, and refrain from Fraud and Corruption and fully comply with Kenya's laws and Regulations as per paragraphs 1.1above.

2.2 Kenya's public procurement and asset disposal act (*no. 33 of 2015*) under Section 66 describes rules to be followed and actions to be taken in dealing with Corrupt, Coercive, Obstructive, Collusive or Fraudulent

practices, and Conflicts of Interest in procurement including consequences for offences committed. A few of the provisions noted below highlight Kenya's policy of no tolerance for such practices and behavior:

- 1) A person to whom this Act applies shall not be involved in any corrupt, coercive, obstructive, collusive or fraudulent practice; or conflicts of interest in any procurement or asset disposal proceeding;
- 2) A person referred to under sub section (1) who contravenes the provisions of that sub-section commits an offence;
- 3) Without limiting the generality of the subsection (1) and (2), the person shall be: -
 - a) disqualified from entering into a contract for a procurement or asset disposal proceeding; or
 - b) if a contract has already been entered into with the person, the contract shall be voidable;
- 4) The voiding of a contract by the procuring entity under subsection (7) does not limit any legal remedy the procuring entity may have;

3. An employee or agent of the procuring entity or a member of the Board or committee of the procuring entity who has a conflict of interest with respect to a procurement: -

- a) Shall not take part in the procurement proceedings;
- b) shall not, after a procurement contract has been entered into, take part in any decision relating to the procurement or contract; and
- c) Shall not be a subcontractor for the tender to whom was awarded contract, or a member of the group of tenders to whom the contract was awarded, but the subcontractor appointed shall meet all the requirements of this Act.

4. An employee, agent or member described in subsection (1) who refrains from doing anything prohibited under that subsection, but for that subsection, would have been within his or her duties shall disclose the conflict of interest to the procuring entity;

4.1 If a person contravenes subsection (1) with respect to a conflict of interest described in subsection (5) (a) and the contract is awarded to the person or his relative or to another person in whom one of them had a direct or indirect pecuniary interest, the contract shall be terminated and all costs incurred by the public entity shall be made good by the a warding officer. etc.

In compliance with Kenya's laws, regulations and policies mentioned above, the Procuring Entity:

- a) Defines broadly, for the purposes of the above provisions, the terms set forth below as follows:
 - i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v) "obstructive practice" is:
 - a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede investigation by Public Procurement Regulatory Authority (PPRA) or any other appropriate authority appointed by Government of Kenya into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - b) acts intended to materially impede the exercise of the PPRA's or the appointed authority's inspection and audit rights provided for under paragraph 2.3e. below.
 - c) Defines more specifically, in accordance with the above procurement Act provisions set

forth for fraudulent and collusive practices as follows:

"fraudulent practice" includes a misrepresentation of fact in order to influence a procurement or disposal process or the exercise of a contract to the detriment of the procuring entity or the tenderer or the contractor, and includes collusive practices amongst tenderers prior to or after tender submission designed to establish tender prices at artificial non-competitive levels and to deprive the procuring entity of the benefits of free and open competition.

- c) Rejects a proposal for award¹ of a contract if PPRA determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- d) Pursuant to the Kenya's above stated Acts and Regulations, may sanction or recommend to appropriate authority(ies) for sanctioning and debarment of a firm or individual, as applicable under the Act and Regulations;
- e) Requires that a clause be included in Tender documents and Request for Proposal documents requiring (i) Tenderers (applicants/proposers), Consultants, Contractors, and Suppliers, and their Sub-contractors, Sub-consultants, Service providers, Suppliers, Agents personnel, permit the PPRA or any other appropriate authority appointed by Government of Kenya to inspect² all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the PPRA or any other appropriate authority appointed by Government of Kenya; and
- f) Pursuant to Section 62 of the above Act, requires Applicants/Tenderers to submit along with their Applications/Tenders/Proposals a "Self-Declaration Form" as included in the procurement document declaring that they and all parties involved in the procurement process and contract execution have not engaged/will not engage in any corrupt or fraudulent practices.

TENDERER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:.....*[insert date (as day, month and year) of Tender submission]*

ITT No.:.....*[insert number of Tendering process]*

Alternative No:.....*[insert identification No if this is a Tender for an alternative]*

1. Tenderer's Name:*[insert Tenderer's legal name]*
2. In case of JV, legal name of each member:*[insert legal name of each member in JV]*
3. Tenderer's actual or intended country of registration:*[insert actual or intended country of registration]*
4. Tenderer's year of registration:*[insert Tenderer's year of registration]*
5. Tenderer's Address in country of registration:*[insert Tenderer's legal address in country of registration]*
6. Tenderer's Authorized Representative Information

Name:*[insert Authorized Representative's name]*

Address.....*[insert Authorized Representative's Address]*

Telephone:.....*[insert Authorized Representative's telephone/fax numbers]*

Email Address:.....[insert Authorized Representative's email address]

7. Attached are copies of original documents of..... [check the box(es) of the attached original documents]

- Articles of Incorporation (or equivalent documents of constitution or association), and/or documents of registration of the legal entity named above, in accordance with ITT 4.4.
- In case of JV, Form of intent to form JV or JV agreement, in accordance with ITT 4.1. In case of state-owned enterprise or institution, in accordance with ITT4.6 documents establishing:
 - i) Legal and financial autonomy
 - ii) Operation under commercial law
 - iii) Establishing that the Tenderer is not under the supervision of the agency of the Procuring Entity
- A current tax clearance certificate or tax exemption certificate in case of Kenyan tenderers issued by the Kenya Revenue Authority in accordance with ITT 4.14.

8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

OTHER FORMS

3. TENDERER'SJVMEMBERSINFORMATIONFORM

[The Tenderers shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Tenderer and for each member of a Joint Venture].

Date:[insert date (as day, month and year) of Tender submission]

ITT No.: [insert number of Tendering process]

Alternative No.: [insert identification No if this is a Tender for an alternative]

1. Tenderer's Name.....
2. Tenderer's JV Member's Name.....
3. Tenderer's JV Member's country of registration:
4. Tenderer's JV Member's year of Registration:.....
5. Tenderer's JV Member's legal address in country of registration:.....
6. Tenderer's JV Member's authorized representative information Name:..... Address:..... Telephone/Fax Numbers:..... Email Address.....
7. Attached are copies of original documents of [check the box(es) of the attached original documents] <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITT 4.4 <input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Procuring Entity, in accordance with ITT 4.6
8. Included are the organizational chart, a list of board of Directors and the beneficial ownership

4. FORM OF TENDER SECURITY - DEMAND BANK GUARANTEE

Beneficiary: Request for Tenders No: _____ Date: ____ TENDER
GUARANTEE No.: _____
Guarantor: _____

1. We have been informed that _____ (hereinafter called" the Applicant") has submitted or will submit to the Beneficiary its Tender (herein after called" the Tender") for the execution of _____ Under Request for Tenders No. _____ ("the ITT").
2. Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.
3. At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____(_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:
 - a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Letter of Tender ("the Tender Validity Period"), or any extension there to provide by the Applicant; or
 - b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to execute the contract agreement, or (ii) has failed to furnish the Performance.
4. This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the contract agreement signed by the Applicant and the Performance Security and, or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) thirty days after the end of the Tender Validity Period.
5. Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

[signature(s)]

5. FORM OF TENDER SECURITY (TENDER BOND)

[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]

BONDNO._____

1. BY THIS BOND..... *[name of tenderer]* as Principal (herein after called “the Principal”), and..... *[name, legal title, and address of surety]*, **authorized to transact business in.....** *[name of country of Purchaser]*, as Surety (herein after called “the Surety”), are held and firmly bound unto..... *[name of Purchaser]* as Obligee (herein after called “the Purchaser”) in the sum of..... *[amount of Bond] [amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Principal has submitted or will submit a written Tender to the Purchaser dated the day of _____, 20_____. for the supply of_____. *[name of Contract]* (herein after called the “Tender”).
3. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:
 - a) Has withdrawn its Tender during the period of Tender validity set forth in the Principal's Letter of Tender (“the Tender Validity Period”), or any extension there to provide by the Principal; or
 - b) having been notified of the acceptance of its Tender by the Purchaser during the Tender Validity Period or any extension there to provide by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to tenderers (“ITT”) of the Purchaser's Tendering document.then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.
4. The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 30 days after the date of expiration of the Tender Validity Period set forth in the Principal's Letter of Tender or any extension there to provide by the Principal.
5. IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this _____ day of _____ 20_____.

Principal:_____
Corporate Seal (where appropriate)

Surety:_____

(Signature)

(Signature)

(Printed name and title)

(Printed name and title)

TENDER-SECURING DECLARATION FORM

[The Bidder shall complete this Form in accordance with the instructions indicated]

Date:.....[insert date(as day, month and year) of
Tender Submission]

Tender No.:.....[insert number of tendering process]

To:.....[insert complete

name of Purchaser] I/We, the undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I / we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of [insert number of months or years] starting on [insert date], if we are in breach of our obligation (s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or(ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
 - a) Our receipt of a copy of your notification of the name of the successful Tenderer; or
 - b) thirty days after the expiration of our Tender.
4. I / We understand that if I am / we are / in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid , and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

.....

Capacity / title (director or partner or sole proprietor, etc.)

.....

Name:

..... Duly authorized to sign the bid for and on behalf of:[insert
complete name of Tenderer] Dated on day
of..... [Insert date of signing]

Seal or stamp

QUALIFICATION FORMS

6. FOREIGN TENDERERS 40% RULE

Pursuant to ITT 4.10, a foreign tenderer must complete this form to demonstrate that the tender fulfils this condition

ITEM	Description of Work Item	Describe location of Source	Cost in K.Shillings	Comments, If any
A	Local Labor			
1				
2				
3				
4				
5				
B	Sub-contracts from Local sources			
1				
2				
3				
4				
5				
C	Local Materials			
1				
2				
3				
4				
5				
D	Add any other items			
1				
2				
3				
4				
5				
E				
1				
2				
3				
4				
5				
TOTAL COST OF LOCAL CONTENT				
PERCENTAGE OF CONTRACT PRICE				

7. FORM EQU: EQUIPMENT

The Tenderer shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Tenderer.

	Name of Manufacturer	Model and Power rating
	Capacity	Year of Manufacture
Current Status	Current Location	

	Details of Current Commitments	
Omit the following information for equipment owned by the tenderer		
Owner	Name of Owner	
Agreements	Fax	Telex
	Address of Owner	
	Details of rental/lease/manufacture agreements specific to the project	
	Telephone	Contact Name and title

8. FORM PER - 1

Contractor's Representative and Key Personnel Schedule

Tenderers should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor's Representative and Key Personnel

1	Title of Position:	<i>Contractor's Representative</i>
	Name of candidate:	
	Duration of Appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time Commitment for this position:	<i>[insert the number of days/weeks/months that has been scheduled for this position]</i>
	Expected Time Schedule for this position	<i>[insert the expected time schedule for this position(e.g. attach high level Gantt chart)]</i>
2	Title of Position:	<i>Contractor's Representative</i>
	Name of candidate:	
	Duration of Appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time Commitment for this position:	<i>[insert the number of days/weeks/months that has been scheduled for this position]</i>
	Expected Time Schedule for this position	<i>[insert the expected time schedule for this position(e.g. attach high level Gantt chart)]</i>
3	Title of Position:	<i>Contractor's Representative</i>
	Name of candidate:	
	Duration of Appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time Commitment for this position:	<i>[insert the number of days/weeks/months that has been scheduled for this position]</i>
	Expected Time Schedule for this position	<i>[insert the expected time schedule for this position(e.g. attach high level Gantt chart)]</i>
4	Title of Position:	<i>Contractor's Representative</i>
	Name of candidate:	
	Duration of Appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>

	Time Commitment for this position:	<i>[insert the number of days/weeks/months that has been scheduled for this position]</i>
	Expected Time Schedule for this position	<i>[insert the expected time schedule for this position(e.g. attach high level Gantt chart)]</i>
5	Title of Position:	<i>Contractor's Representative</i>
	Name of candidate:	
	Duration of Appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time Commitment for this position:	<i>[insert the number of days/weeks/months that has been scheduled for this position]</i>
	Expected Time Schedule for this position	<i>[insert the expected time schedule for this position(e.g. attach high level Gantt chart)]</i>

9. FORM PER-2:

Resume and Declaration - Contractor's Representative and Key Personnel.

Name of Tenderer:			
Position [Title of Position from Form PER-1]			
Personnel Information		Name:	Date of Birth:
		Address:	E-mail:
		Professional Qualifications	
		Academic Qualifications	
		Language Proficiency	
Details		Address of Procuring Entity	
		Telephone:	Contact (manager/personnel officer)
		Fax:	
		Job Title:	Years with Present Procuring Entity

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of Involvement	Relevant Experience
[Main Project details]	[Role and responsibilities on the project]	[Time in role]	[Describe the experience relevant to this position]

DECLARATION

I, the undersigned.....*[insert either "Contractor's Representative" or "Key Personnel" as applicable]*, certify that to the best of my knowledge and belief, the information contained in this Form PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Tender

Commitment	Details
<i>Commitment to Duration of contract</i>	<i>[insert period(start and end dates) for which this contractor's Representative or key Personnel is available to work on this Contract]</i>

<i>Time Commitment</i>	[insert period(start and end dates) for which this contractor's Representative or key Personnel is available to work on this Contract]
------------------------	--

I understand that any misrepresentation or omission in this Form may:

- a) be taken into consideration during Tender evaluation;
- b) result in my disqualification from participating in the Tender;
- c) result in my dismissal from the contract.

Name of Contractor's Representative or Key Personnel:*insert name*] Signature: _____ Date:
(day month year): _____

Countersignature of authorized representative of the Tenderer:

Signature:

Date: (day) month year):

TENDERERS QUALIFICATION WITHOUT PRE-QUALIFICATION

To establish its qualifications to perform the contract in accordance with Section III, Evaluation and Qualification Criteria the Tenderer shall provide the information requested in the corresponding Information Sheets included hereunder.

10. FORM ELI -1.1

Tenderer Information

Form

Date:

ITT No. and Title:

Tenderer's name	
In case of Joint Venture(JV), name of each member:	
Tenderer's Actual or Intended Country of Registration: (<i>indicate country of constitution</i>)	
Tenderer's Actual or intended year of incorporation	
Tenderer's legal address [in country of registration]	
Tenderer's Authorized Representative Information	
Name:	
Address	
Telephone	
E-mail Address	
Attached Copies of original Documents of:	
<input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association) and/or documents of registration of the legal entity named above. In accordance with ITT 4.4 <input type="checkbox"/> In case of JV, Letter of intent to form JV or JV agreement, in accordance with ITT 4.1 <input type="checkbox"/> In case of state-owned enterprise or institution, in accordance with ITT 4.6, documents establishing.	
Included are the organizational chart, a list of Board of Directors and the beneficial ownership.	

11. FORM ELI -1.2

Tenderer's JV Information Form
(to be completed for each member of Tenderer's JV)

Date:

ITT No. and Title:

Tender's JV name:
JV member's name:
JV member's country of Registration:
JV member's year of constitution:
JV member's legal address in country of constitution:
JV member's legal address in country of constitution:
JV member's authorized representative information
Name:
Address:
Telephone/Fax Numbers:
E-mail Address:
<input type="checkbox"/> Included are the organizational chart, a list of Board Directors and the beneficial ownership.

1. FORM CON –2

Historical Contract Non-Performance, Pending Litigation and Litigation History

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Non-Performed Contracts in Accordance with Section III. Evaluation and Qualification Criteria	
<input type="checkbox"/> Contract non-performance did not occur since 1 st January [insert year] specified in Section III, Evaluation and Qualification Criteria Sub-Factor 2.1	<input type="checkbox"/> Contract(s) not performed since 1 st January [insert year] specified in Section III, Evaluation and Qualification Criteria requirement 2.1

Year	Non – Performed Portion of Contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and Kenya Shilling Equivalent)
[Insert Year]	[Insert Amount and Percentage]	Contract Identification [Indicate complete contract name/number and any other identification] Name of Procuring Entity:[Insert full name] Address of Procuring Entity[insert street/city/country] Reason(s) for non-performance:[indicate main reason(s)]	[Insert Amount]

Pending litigation, in accordance with Section III, Evaluation and Qualification Criteria	
<input type="checkbox"/> No pending litigation in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.3	
<input type="checkbox"/> Pending litigation in accordance with Section III, Evaluation and Qualification criteria, Sub-Factor 2.3 as indicated below.	

Year of Dispute	Amount in Dispute (Currency)	Contract Identification	Total Contract Amount (currency) Kenya Shilling Equivalent (exchange rate)
		Contract Identification:	
		Name of Procuring Entity	
		Address of Procuring Entity	
		Matter in Dispute	
		Party who initiated the Dispute	
		Status of Dispute	
		Contract Identification:	

		Name of Procuring Entity	
		Address of Procuring Entity	
		Matter in Dispute	
		Party who initiated the Dispute	
		Status of Dispute	

Litigation History in accordance with section III, Evaluation and qualification Criteria

No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4

Litigation History in accordance with Section III, Evaluation and Qualifications Criteria, Sub-factor 2.4 as indicated below

Year of Award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), Kenya Shilling equivalent (exchange rate)
[insert year]	[Insert percentage]	<p>Contract Identification: <i>[indicate complete contract name, number and any other identification]</i></p> <p>Name of Procuring Entity: <i>[insert full name]</i></p> <p>Address of Procuring Entity: <i>[insert street/city/country]</i></p> <p>Matter in dispute: <i>[indicate main issues in dispute]</i></p> <p>Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i></p> <p>Reason(s) for Litigation and Award Decision: <i>[Indicate main reason(s)]</i></p>	[insert amount]

		Contract Identification:	
		Name of Procuring Entity	
		Address of Procuring Entity	
		Matter in Dispute	
		Party who initiated the Dispute	
		Status of Dispute	

Litigation History in accordance with section III, Evaluation and qualification Criteria

No Litigation History in accordance with Section III, Evaluation and Qualification Criteria, Sub-Factor 2.4

Litigation History in accordance with Section III, Evaluation and Qualifications Criteria, Sub-factor 2.4 as indicated below

Year of Award	Outcome as percentage	Contract Identification	Total Contract Amount (currency), Kenya Shilling
----------------------	------------------------------	--------------------------------	---

	of Net Worth		equivalent (exchange rate)
[insert year]	[Insert percentage]	<p>Contract Identification: <i>[indicate complete contract name, number and any other identification]</i></p> <p>Name of Procuring Entity: <i>[insert full name]</i></p> <p>Address of Procuring Entity: <i>[insert street/city/country]</i></p> <p>Matter in dispute: <i>[indicate main issues in dispute]</i></p> <p>Party who initiated the dispute: <i>[indicate "Procuring Entity" or "Contractor"]</i></p> <p>Reason(s) for Litigation and Award Decision: <i>[Indicate main reason(s)]</i></p>	[insert amount]

Financial Situation and Performance

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title:

Historic Information for Previous _____ years

Financial Data

Type of Financial information (currency)	Year 1	Year 2	Year 3	Year 4	Year 5
Statement of financial Position (Information from balance Sheet)					
Total Assets (TA)					
Total Liabilities (TL)					
Total Enquiry/Net Worth (NW)					
Current Assets (CA)					
Current Liabilities					
Working Capital					

Information from Income statement					
Total Revenue					
Profits Before Taxes					
Cash Flow Information					
Cash Flow from Operating activities					

*Refer to ITT 15 for the exchange rate

Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of Finance	Amount (Kenya Shilling equivalent)

Financial documents

The Tenderer and its parties shall provide copies of financial statements for _____ years pursuant Section III, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- a) reflect the financial situation of the Tenderer or in case of JV member, and not an affiliated entity (such as parent company or group member).
- b) Be independently audited or certified in accordance with local legislation.
- c) Be complete, including all notes to the financial statements.
- d) Correspond to accounting periods already completed and audited.

Attached are copies of financial statements ¹ for the _____ years required above ; and complying with the requirements

Average Annual Construction Turnover

Tenderer's Name: _____ Date: _____

JV Member's Name _____

ITT No. and title: _____

Year		Annual turnover data (construction only)		
		Amount Currency	Exchange Rate	Kenya Shilling equivalent
Indicate year		Insert amount and indicate currency		
Average Annual Construction				

* See Section III, Evaluation and Qualification Criteria, sub-factor 3.2

1. FORM FIN-3.3:

Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contractor contracts as specified in Section III, Evaluation and Qualification Criteria.

No.	Source of Financing	Amount (Kenya Shilling equivalent)

2. FORMFIN-3.4:

Current Contract Commitments / Works in Progress

Tenderers and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

No.	Name of Contract	Procuring Entity's Contract Address, Tel,	Value of outstanding Work (Kenya Shilling/month Equivalent)	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months (Kenya Shilling/month)
1.					
2.					
3.					
4.					
5.					

3. FORM EXP-4.1

General Construction Experience

Tenderer's Name: _____ Date: _____

JV Member's Name: _____

ITT No. and title: _____ Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Tenderer
		Contract Name: Brief Description of the Works performed by the Tenderer: Amount of contract: Name of procuring Entity: Address:	
		Contract Name: Brief Description of the Works performed by the Tenderer: Amount of contract: Name of procuring Entity: Address:	
		Contract Name:	

		Brief Description of the Works performed by the Tenderer: Amount of contract: Name of procuring Entity: Address:	
--	--	---	--

4. FORM EXP -4.2(a)

Specific Construction and Contract Management Experience

Tenderer's Name: _____

Date: _____

JV Member's Name _____

ITT No. and title: _____

Similar Contract No.	Information			
Contract identification				
Award date				
Completion date				
Role in contract	<input type="checkbox"/> Primary Contractor	<input type="checkbox"/> Member in JV	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Sub-contractor
Total contract amount				
If member in a JV or sub-contractor, specify participation in total Contract amount				
Procuring Entity's Name:				
Address:				
Telephone/fax number				
E-mail:				
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section III:				
1. Amount				
2. Physical size of required works items				
3. Complexity				
4. Methods/Technology				
5. Construction rate for key activities				
6. Other characteristics				

5. FORMEXP-4.2(b)

Construction Experience in Key Activities

Tenderer's Name:.....Date:.....Tenderer's JV Member Name: _____

Sub-contractor's Name³ (as per ITT35): _____

ITT No. and title: _____

All Sub-contractors for key activities must complete the information in this form as per ITT 34 and Section III, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: _____

2. Key Activity No. 2

	information
Description of the key activities in accordance with Sub-Factor 4.2 (b) of Section III:	
1.	
2.	

3.	
4.	
5.	

SCHEDULE FORMS

*[The Tenderer shall fill in these Forms in accordance with the instructions indicated. The list of line items in column 1 of the **Activity Schedules** shall coincide with the List of Non-Consulting Services specified in the Procuring Entity's Requirements.]*

WORK SCHEDULES AND SPECIFICATIONS

COMPLIANCE TO TECHNICAL SPECIFICATIONS LAN, END USER EQUIPMENT INSTRUCTIONS TO BIDDERS LAN SET UP AND END USER EQUIPMENT.

(b) General instructions

- (a) Bidders are required to quote for Genuine Products which are brand new, internationally recognized and mature brands.
- (b) Bidders **MUST** append official company stamp and authorized signature on any attached technical data sheets.
- (c) A pre-bid site survey for the prospective bidders to familiarize themselves with the scope of work is recommended. A certificate of site survey for each site survey visit hence a total number of certificates as per chosen lots will be expected.

No.	Project component
1	Installation of LAN in seventeen (17) postal offices (as per lots)
2	Supply, installation, configuration and commissioning of various end user devices

(c) Installation of LAN

- (a) The bidder must confirm that **all** materials, equipment and quantities listed are sufficient and align with the project requirements.
- (b) If, during implementation it is found that the quantity of material is insufficient, the bidder will be solely responsible for the delivery and installation of these items.

(d) Supply and Installation of Structured Cabling System

- (a) Supply, install/configure, test and commission all components as per the specified project requirements.
- (b) Ensure all installations conform to international standards (e.g., ANSI/TIA-568), KEBS and GOK standards to support future network scalability.
- (c) Conduct post-installation cleaning of all work areas to ensure a safe and tidy environment. This will include all disposal of materials disposal identified by the PCK project team as requiring clearance from site.

(e) **Supply and Delivery of Network Active Devices and Accessories**

- (a) Provide, install, configure, test and commission all active network devices, including switches and wireless access points, as per the specifications.
- (b) Deliver and install network/server racks, patch cords, power accessories, and other necessary cabling infrastructure in accordance with the BOQ and the provided specifications.
- (c) All switches must be from the same manufacturer for seamless integration with the existing infrastructure.
- (d) All wireless access devices must be from the same manufacturer seamless integration with the existing infrastructure.
- (e) All network active devices must include manufacturer warranties of at least one (1) year.

(f) **Wireless Configuration, Structured Cabling and Electrical Installations**

The bidder is required to carry out all the works related to the following:

- (a) **Wireless Configuration**

Delivery, Installation/Configuration, Testing and Commissioning of wireless access point (WAP) devices. This will involve the installation and configuration of wireless networks, including the setup of SSIDs, security protocols, and network integration. Testing will be conducted to ensure optimal wireless coverage, performance, and security, with final commissioning to ensure the wireless network is fully operational.
- (b) **Structured Cabling**

Delivery, Installation, Testing and Commissioning of the structured cabling sub system. This includes supplying and installing all necessary Cat 6A cables, connectors and accessories. The system will be properly tested to ensure correct wiring and upon successful testing, the system will be commissioned for full network operation.
- (c) **Electrical Installations**

Delivery, Installation, Testing and Commissioning of electrical installations to support the network infrastructure. This includes providing power outlets, surge protection devices and any other necessary electrical components. All installations will be tested for safety and proper functioning, and the electrical system will be commissioned to ensure reliability for the entire network setup.

(g) **Installation Guidelines**

(h) **General Installation Best Practices**

- (a) Avoid interference with electrical cabling and ensure separation in line with standards.
- (b) Maintain appropriate bend radius and avoid excessive tension during cable pulls.
- (c) Use proper routing methods through ceiling voids and shared pathways while preserving accessibility.
- (d) The current active network must not be interfered with during installation of the structured cabling
- (e) All uplink cables will be routed from the main communication room to each cabinet individually through designated ducts or risers, with one copper and one fiber optic cable per cabinet to support data and network connectivity.

(f) Electrical cabling will be installed in accordance with guidance provided by the PCK electrical officer.

(i) **Wireless Device Configuration**

- (j) **Site Survey:** Refer to the completed site survey and BOQ to determine and finalize the optimal locations for deploying wireless access points (APs) to ensure wide coverage and high signal quality.
- (k) **Install and Configure Wireless Devices:** Position wireless access points strategically in areas that provide optimal signal strength with minimal interference from physical obstructions or other radio signals.
- (l) **Set Security Protocols:** Implement robust wireless security measures such as WPA3 or WPA2 encryption. Ensure SSID segmentation and isolation are applied, particularly for guest and enterprise network separation.
- (m) **Channel Management:** Configure wireless access points to use non-overlapping channels to minimize co-channel and adjacent channel interference. Optimize frequency bands (2.4GHz and 5GHz) based on user density and application demands.

(n) **Electrical Installation Requirements**

- (a) Efficiency, robustness, manageability and scalability must be inbuilt into the electrical architecture.
- (b) The electrical supply for ICT infrastructure, including UPS systems and network devices, must be consistent and integrated with cabinet systems.
- (c) All connections should comply with manufacturer and international standards, supporting Category 6A and ISO/IEC 11801.

(o) **Installation of Structured Cabling**

- (a) Outlets, faceplates and patch panels must be terminated cleanly, tested and clearly labeled.
- (b) Proper color coding for identification must be used. Data points should be clearly marked and connected with RJ45 CAT 6a patch cords.
- (c) Each faceplate (as per the specs) must accommodate two (2) data points with good cable management practices.
- (d) All ports on the faceplate will be active.
- (e) All connections must be terminated at patch plates; no loose or untidy cables will be allowed.
- (f) Installations must follow manufacturer recommendations and comply with ANSI/TIA/EIA-568-B, ISO/IEC 11801 and GoK Network Standards.
- (g) Cables and connectors must be labeled and patch cords must have rubber boots.
- (h) Data outlets should be installed without any visible gaps between the outlet plate and the trunking.
- (i) Power outlets must be flush-mounted on the trunks.
- (j) Each cable should be terminable with RJ45 (as per the specs) and withstand firm pulling through tiers.
- (k) All cables must have a minimum of 1 gigabit speeds.

(p) **Documentation**

Proper documentation is essential to ensure future reference, troubleshooting and system upgrades. The following should be included in the final documentation:

(a) **As-Built Drawings**

Post-installation, the floor plan, cable pathways and outlet positions must be updated to reflect the actual installation. These drawings should include any changes made during the installation process, such as cable routes, patch panel layouts and end-user outlet positions.

(b) **Cable Schedules**

Maintain a detailed database or chart showing each cable's source and destination. This should include information on cable type, length, ports and connections, enabling quick identification and troubleshooting if required in the future.

(c) Network Layout Diagram

This diagram should provide a logical view of the network's configuration, including switch interconnections, patch panel mappings, outlet identifiers and IP addressing schemes. It will serve as a valuable tool for understanding the network's topology and for making any future expansions or adjustments.

(d) Test Results

Document the results of all cable testing, including fiber and copper cables. This includes test parameters such as wire map, length, attenuation, NEXT (Near-End Crosstalk) and pass/fail statuses. It will ensure that all systems meet the necessary performance standards.

(e) Port Mapping

Ensure that the mapping of ports on switches, patch panel, and end-user outlets are accurately recorded. This will simplify future troubleshooting and reconfiguration.

(g) This documentation should be provided in two (2) hardcopy, printed and bound copies and also two (2) electronic copies in the form of USB .

(h) The format of the electronic format must be in a form that can be opened using normal office applications. Where there are deviations to this, the bidder shall bundle the documentation with a licensed copy of the necessary software to open, read and print the document. The cost of this shall be borne by the bidder.

(q) Detailed technical specifications for items related to LAN installations

The following set of items will form part of the requirements for the LAN.

(r) Branch router

No.	Item description	Minimum Technical Specifications
1.	Vendor Recognition	Vendor must be recognized as a 'Leader' in Gartner, IDC, or equivalent analys reports for this product category in at least one of the past two reports.
2.	Processor	8-core CPU with 16GB DRAM memory (expandable to 32GB)
3.	Flash Memory	8-GB (expandable to 16GB)
4.	Storage Disk	16 GB (expandable to 32GB)
5.	Inbuilt Ethernet ports	Two (2) RJ45 WAN ports and two (2) SFP WAN ports
6.	Software License	3-year Routing software and license subscription
7.	Digital Signal Processing	PVDM-256-Channel DSP module support
8.	Routing Protocols Support	IPv4 & IPv6 Static Routing, RIP v1& v2, OSPF, EIGRP, and BGP (including full BGP routing table, BGP Conditional Advertisement, BGP Prefix-list, and Route- map support)
9.	Traffic Encapsulation	Support Ethernet, 802.1q VLAN and Point- to-Point Protocol (PPP)
10.		Embedded hardware-based IPSEC VPN encryption support with dedicated crypto engine, Hardware-anchored Secure Boot,

No.	Item description	Minimum Technical Specifications
	Security Features	Runtime Defenses, Image Signing, and Trust Anchor module for supply chain security.
11.	Processor Throughput	Min 3.5 Gbps IPv4 forwarding throughput
12.	IPsec Throughput	Min 900mbps IPsec throughput
13.	Backplane Bandwidth	Min 20 Mbps with 50Mbps Aggregate
14.	Cryptographic Algorithms	Support 3DES, AES-128, AES-256 with RSA authentication and SHA, SHA-256, SHA-512 Hashing algorithms
15.	Traffic Management Functionality	Support Quality of Service (QoS), Class- Based Weighted Fair Queueing (CBWFQ), Policy Based Routing (PBR), Hierarchical QoS, and Weighted Random Early Detection (WRED)
16.	Compliance	FIPS 140-2, Common Criteria, and DoDIN APL certified.
17.	Accessories	Rack mount kit and all necessary accessories
18.	Power Supply	Onboard 240V, 50Hz AC power supply unit
19.	Power Cord	3-pin AC Power cord (UK standard)
20.	Warranty	One year manufactures warranty, upon inspection and acceptance
21.	Data Sheet	Attach manufacturers datasheet

(s) LAN Switch

No.	Item Description	Minimum Technical Specifications
1.	Vendor Recognition	Vendor must be recognized as a 'Leader' in Gartner, IDC, or equivalent analyst reports for this product category in at least one of the past two reports.
2.	Downlinks	24 total 10/100/1000 PoE+ copper ports, providing full PoE+ on all ports
3.	Uplink Configuration	4x 1G fixed uplinks
4.	Default Primary AC Power Supply	600W AC power supply
5.	Fans	Fixed redundant fans
6.	Software	Network Essentials feature set or equivalent
7.	Stacking Bandwidth	80 Gbps
8.	DRAM	2 GB
9.	Flash	4 GB
10.	Switching Capacity	55 Gbps
11.	Forwarding Rate	80 Mpps

No.	Item Description	Minimum Technical Specifications
12.	IPv6 Routing Entries	1500
13.	Multicast Routing Scale	1000
14.	QoS Scale Entries	1000
15.	ACL Scale Entries	1500
16.	Flexible NetFlow (FNF) Entries	16,000 flows on 24-port Gigabit Ethernet models, with advanced threat detection capabilities
17.	VLAN IDs	1024
18.	Total Switched Virtual Interfaces (SVIs)	512
19.	Jumbo Frames	9000 bytes
20.	Wireless Bandwidth per Switch	N/A (Switch is not a wireless controller)
21.	Mean Time Between Failures (hours)	34500 hours
22.	SFP Module	Single Mode, LC, Duplex, 1310nm, 2.5Gbps, 10KM SFP Module
23.	Security Features	Trustworthy Systems with Secure Boot, Runtime defenses, Image signing, and Trust Anchor module; MACsec (802.1AE) encryption support; Encrypted Traffic Analytics (ETA) capability for threat detection in encrypted traffic.
24.	Compliance	FIPS 140-2 and Common Criteria certified.
25.	BGP Support	Full BGP routing capabilities including BGP-4 and BGP-MPLS VPN support.
26.	PoE Capabilities	Support for Perpetual PoE and Fast PoE.
27.	Warranty	One year manufacturer's warranty, upon inspection and acceptance
28.	Data Sheet	Attach manufacturer's datasheet

(t) Wireless Access Points

No.	Item Description	Minimum Technical Specification
1.	Wi-Fi Standard	802.11ax (Wi-Fi 6)
2.	Radios	Dual-band: 2.4 GHz (2x2) and 5 GHz (4x4) MU-MIMO
3.	Data Rate	Min 4 Gbps
4.	Antenna Type	Internal antennas
5.	Ethernet Ports	1 x 100/1000/2500 Multigigabit Ethernet (RJ-45)
6.	Ethernet Ports	1 x 100/1000/2500 Multigigabit Ethernet (RJ-45)
7.	Power Options	802.3at PoE+ (required for full functionality), 802.3af (reduced mode)
8.	USB Port	1 x USB 2.0

No.	Item Description	Minimum Technical Specification
9.	Bluetooth	BLE 5.0 radio included
10.	Management Options	Embedded Wireless Controller capability; Managed via a proposed LAN Switch or centralized network management platform.
11.	Mounting Options	Ceiling or wall mount
12.	Operating Temperature	0°C to 50°C (32°F to 122°F)
13.	Compliance	RoHS, WEEE, Reach, and other regional standards; FIPS 140-2 and Common Criteria certified.
14.	Security Features	WPA3, Secure Boot, Runtime Defenses, Image Signing, Trust Anchor module, Rogue AP detection, and advanced spectrum intelligence (e.g., CleanAir technology).
15.	High Client Density Support	Designed for optimal performance in high client density environments.
16.	Warranty	One year manufacturers warranty, upon inspection and acceptance
17.	Data Sheet	Attach manufacturers datasheet

(u) 6A Shielded Patch Panels- 24 port (siemon or equivalent quality)

No.	Feature	Specification
1.	Material	18 gauge cold-rolled steel, black e-coat
2.	Wire Manager	Included (rear, removable)
3.	Maximum Dimensions (L×W×H)	109.2 × 482.6 × 44.2 mm (4.3 × 19 × 1.74 in.); +/- 1.5
4.	Compatibility	19" rack mount (EIA/ECA-310-E compliant)
5.	Material	18 gauge cold-rolled steel, black e-coat
6.	Wire Manager	Included (rear, removable)
7.	Datasheet	Attach Manufacturers datasheet

(v) Dual Horizontal Faceplate (Siemon or equivalent quality)

No.	Feature	Specification
1.	Description	Wall/Surface-Mount Faceplate for 2 Modules (86mm x 86mm)
2.	Orientation	Horizontal (side-by-side modules)
3.	Material	Flame-retardant thermoplastic (UL 94V-0)
4.	Labeling	Clear label field with icon tabs

(w) Shielded Cat 6A RJ45 Outlet (siemon or equivalent quality)

No.	Feature	Specification
1.	Shielding	360° full metal shielding
2.	Termination	Tool-less, re-terminable (up to 5×)
3.	Wiring	T568A/B
4.	Operating Temp	-10°C to 60°C
5.	Electrical Specs	Contact Resistance \leq 20 mΩ; Dielectric 1000V (contact)
6.	Standards Compliance	ANSI/TIA-568.2-D, ISO/IEC 11801-1, IEC 60603-7-51
7.	Certifications	UL 1863, UL 2043, ISO 9001:2015, RoHS, REACH
8.	Applications	10GBASE-T, PoE (Types 1–4), PoH
9.	Datasheet	Attach Manufacturers datasheet

(x) Patress Boxes

No.	Feature	Specification
1.	Faceplate Fit	Fits 86mm x 86mm dual horizontal faceplates
2.	Depth Options	≥ 35 mm recommended for shielded modules
3.	Material	ABS plastic or galvanized steel
4.	Cable Entry Options	Knockouts on top, bottom, rear, and sides
5.	Mounting Centers	60.3mm (UK standard)
6.	Flame Rating	UL94V-0 or equivalent

(y) Cat 6a- Cable roll (siemon or equivalent quality)

No.	Feature	Minimum Technical Specification
1.	Construction	FUTP, 23 AWG solid bare copper
2.	Shielding	Aluminum foil tape + tinned copper drain wire
3.	Temperature Rating	75°C
4.	Jacket Options	CM LSOH CMR
5.	Standards Compliance	ISO/IEC 11801, ANSI/TIA 568.2-D, IEC 61156-5, UL CMR, EN 50575 Class Dca s2 d2 a1
6.	Applications	10GBASE-T, 1000/100/10BASE-T, PoE, PoH
7.	Physical Properties	Pulling Tension: 110N, Bend Radius: 27mm
8.	Construction	FUTP, 23 AWG solid bare copper

(z) Patch cord Cat 6a - 1 Meter (Siemon or equivalent quality)

No.	Feature	Minimum Technical Specifications
1.	Product Type	Patch Cord (Factory-terminated)
2.	Category	Category 6A
3.	Performance	Supports 10GBASE-T min 80 meters
4.	Shielding Options	Shielded (S/FTP) & Unshielded (UTP)
5.	Connector Type	RJ45 (8P8C), strain relief boot
6.	Conductor Type	26 AWG stranded copper
7.	Cable Type	Stranded patch cable
8.	Jacket Material	Flame-retardant PVC or LSZH
9.	Standard Lengths	1m
10.	Flame Rating	CM, CMR, LSZH
11.	Standards Compliance	ISO/IEC 11801 EA, IEEE 802.3an
12.	PoE Support	PoE, PoE+, PoE++ (Type 4, 100W)
13.	Recommended Use	High-speed workstations, switches, patch panels, Wi-Fi 6/6E APs

(aa) Patch cord Cat 6a - 3 Meter (Siemon or equivalent quality)

No.	Description	Feature
1.	Product Type	Patch Cord (Factory-terminated)
2.	Category	Category 6A
3.	Performance	Supports 10GBASE-T, min 80 meters
4.	Shielding Options	Shielded (S/FTP) & Unshielded (UTP)
5.	Connector Type	RJ45 (8P8C), strain relief boot
6.	Conductor Type	26 AWG stranded copper
7.	Cable Type	Stranded patch cable
8.	Jacket Material	Flame-retardant PVC or LSZH
9.	Color Options	Blue, Yellow, Red, Green, Black, White, Grey, Purple, Orange
10.	Standard Lengths	3m
11.	Flame Rating	CM, CMR, LSZH
12.	Standards Compliance	ISO/IEC 11801 EA, IEEE 802.3an
13.	PoE Support	PoE, PoE+, PoE++
14.	Recommended Use	High-speed workstations, switches, patch panels, Wi-Fi 6/6E APs

(bb) Cabinet Rack (siemon or equivalent quality)

No	Feature	Minimum Technical Specification
1.	Height	12U (584mm / 23 in.)
2.	Width	737mm (29 in.)
3.	Depth (External/Usable)	610mm / 394mm
4.	Load Rating	91kg (200 lbs)
5.	Color	Graphite Black (RAL 9011)
6.	Material & Finish	Gauge steel, powder-coated
7.	Cable Access	Top, bottom, rear knockouts
8.	Mounting Option	Wall-mount
9.	Standards Compliance	EIA/ECA-310-E, UL 60950, NEMA Type 1
10.	Accessories	VP-FAN-220 (220VAC, 3 x 110CFM, C13 plug) VP-GRD (Grounding kit) Filter + bracket kit Replacement filter
11.	Datasheet	Attach Manufacturers datasheet

(cc) Horizontal Cable Managers - 2U (siemon or equivalent quality)

No.	Feature	Specification
1.	Product Type	Horizontal Cable Manager
2.	Brand	Siemon
3.	Size	2U (2 Rack Unit)
4.	Mounting	19" standard EIA rack/cabinet
5.	Material	High-strength metal panel, flame-retardant plastic ducts
6.	Design Options	Front/rear covers, slotted finger ducts
7.	Color	Black (standard)
8.	Cable Entry Style	Horizontal entry/exit with large slots
9.	Uses	Organizes patch cords, jumpers, device cables
10.	Installation	Front-mounted with cage nuts and screws
11.	RoHS Compliant	Yes
12.	Accessories	Rack Screws and Cage Nuts: For mounting in 19" racks Cable Ties or Velcro Straps: For bundling and securing Rear Cable Support Bars: Optional Label Holders or Clips: Optional, for identification

(dd) Power double Knock Out

No.	Feature	Specification
1.	Type	Flush or surface-mount
2.	Material	Galvanized steel ($\geq 1.0\text{mm}$)
3.	Size	25mm or 35mm depth
4.	Dimensions	3"x3" (single gang), 3"x6" (double gang)
5.	Knockout Ports	Pre-cut (20mm or 25mm)
6.	Earthing Point	Screw and brass lug
7.	Finish	Zinc-plated or powder-coated
8.	Compatibility	PVC/metal conduit systems
9.	Mounting Holes	Slotted
10.	Lug Configuration	Fixed or adjustable
11.	Standards Compliance	KS 04-239, BS 4662
12.	IP Rating	IP20 (or higher for outdoor use)
13.	Usage	Power/light/data back box

(ee) 2.5mm Power Cable

No.	Feature	Specification
1.	Conductor Size	2.5 mm ² (cross-sectional area)
2.	Conductor Material	99.99% Pure Copper
3.	Number of Cores	3 Core (Live, Neutral, Earth)
4.	Insulation Type	PVC (Polyvinyl Chloride) or XLPE (Cross-linked Polyethylene – higher grade)
5.	Sheath Type	PVC (standard) or armored (for outdoor/heavy-duty use)
6.	Temperature Range	-5°C to +70°C (PVC); -5°C to +90°C (XLPE)
7.	Standards Compliance	KEBS KS 04-263 or IEC 60227 / 60228
8.	Packaging	Supplied in coils of 90m or 100m rolls
9.	Conductor Size	2.5 mm ² (cross-sectional area)
10.	Conductor Material	99.99% Pure Copper (preferred for conductivity and durability)
11.	Number of Cores	2 Core (Live & Neutral) or 3 Core (Live, Neutral, Earth)

(ff) Extension

No.	Feature	Specification
1.	Number of Outlets	6 Universal Sockets
2.	Voltage Rating	220–250V AC
3.	Frequency	50/60Hz
4.	Current Rating	With 13A fuse
5.	Cord Length	3m
6.	Cable Type	3-Core Copper Cable 1.5mm ²)
7.	Socket Material	Flame-retardant ABS Plastic
8.	Surge Protection	surge/spike protection LED indicator
9.	Switches	Individual switches for each socket
10.	Standards Compliance	KEBS Certified (KS 04-200), CE Marked

(gg) Power

(hh) Trunking (metal Trunking 4x2)

No.	Feature	Specification
1.	Colour	Cream white
2.	Dimensions	(L) 3m × (H) 50mm × (W) 50mm
3.	Finish	Hot-Dipped Zinc / Rust-resistant powder-coated
4.	Gauge	1 mm
5.	Guarantee	1 Year
6.	Height	50 mm
7.	IP Rating	IP4X
8.	Material	Steel
9.	Width	50 mm
10.	Number of Compartments	2 (Interior dividers to separate power and data cables)
11.	Standards Compliance	BS EN 50085-1, BS EN 50085-2-1, BS EN 10346

(ii) 2KVA UPS

No	Requirement Description	Minimum Specifications
1.	Item	2KVA UPS
2.	Battery Type	Valve-regulated, non-spillable, lead-acid
3.	Form Factor	Rack Mounted
4.	Power Rating	2000VA / 1800W
5.	Voltage Range Without Battery Operation	230V default, derating applies
6.	Communication	10/100/1000 Mbit Ethernet SNMP, Device Web Page, with MIB and configuration cable RELAYCARD-PG Intellislot Interface Kit for Relay Contacts USB485I USB to RS-485 adapter for Modbus/RTU and BACnet/MSTP support Input circuit breaker USB communication port EPO port network management card External battery cabinet connector
7.	Warranty	One (1) Year manufacturer's Warranty

(jj) Supply and installation of end user devices

The successful bidder will be expected to supply and install the following equipment after they have been tested and confirmed to be meeting specifications and in good working order:

1.4.1 Desktop Computers

No.	Requirement Description	Minimum Technical Specifications
1.	Processor	Processor: Intel Core i7 12th Gen and above, 3.1 GHz, 6 cores, 12 threads
2.	Operating System	Windows 11 Pro and above, English with genuine license activated
3.	Office Suite	MS Office 2021 or above with genuine license activated
4.	Graphics	Intel® Graphics or equivalent
5.	RAM	16 GB: 1 x 16 GB, DDR5
6.	Storage	512GB SSD
7.	Power Supply	300W Platinum Power Supply
8.	Ports and Slots	1. Optical Disc Drive 2. Power Button 3. Universal Audio Jack 4. 2x USB 2.0 Port 5. USB 3.2 Gen 1 Port 6. USB 3.2 Gen 1 Type-C Port 7. Video Port (optional) HDMI 2.1 VGA 8. HDMI 9. RJ-45 Ethernet 10. 3x Expansion Slots 11. Power Cord Connector 12. Power Supply Diagnostic Light 13. Padlock Ring 14. Kensington Security Cable Slot
9.	Input Device	Wired Keyboard and Mouse
10.	Monitor	24 Inch 4K Resolution Monitor
11.	Management engine	Intel vPro Enterprise
12.	Support	Basic Hardware support
13.	Warranty	One year manufactures warranty, upon inspection and acceptance
14.	Data Sheet	Attach manufacturers datasheet

1.4.2 UPS (800VA Tower)

No.	Requirement Description	Minimum Specifications
1.	Item	800VA Ups
2.	Features	High Availability, Overload protection and alarm Auto re-start with AC recovery, Fast charging Cold start function
3.	Form Factor	Tower
4.	Capacity - Wattage and Voltage	800 VA / 480 W
5.	AC Parameters	Line Input Nominal Voltage 220 - 240 V AC
6.	Battery Parameters	Type Valve-regulated, non-spillable, lead acid Quantity x Voltage x Rating: 1 x 12V x 9 Ahr Recharge Time 4 hours recovers to 90% capacity
7.	Warranty	One year manufactures warranty, upon inspection and acceptance
8.	Data Sheet	Attach manufacturers datasheet

1.4.3 Printers (Slip)

No.	Category	Minimum Specification
1.	Print Method	Direct Thermal TM u220
2.	Print Speed	350 mm/sec
3.	Print Resolution	200 dpi (dots per inch)
4.	Print Width	72 mm (default), adjustable to 48 mm
5.	Characters Per Line	56 (font A), 42 (font B)
6.	Paper Width	80 mm / 58 mm (with paper guide)
7.	Auto Cutter	Yes – Partial and full cut (2 million cuts rated)
8.	Reliability (MTBF)	360,000 hours
9.	Printer Head Life	200 km of paper printed
10.	Interfaces (depends on model)	USB 2.0, NFC, Wi-Fi, Bluetooth
11.	Multi-interface Support	Multiple interfaces can be used simultaneously
12.	Mobile Device Support	Supports Android, iOS, and Windows
13.	Web Printing	Should print directly from cloud/web apps
14.	Paper Loading	Drop-in paper loading
15.	Power Supply	External
16.	Warranty	One year manufacturers warranty, upon inspection and acceptance
17.	Data Sheet	Attach manufacturers datasheet

4.4.4 Printers (MFP B/W)

No.	Category	Minimum Specification
1.	Item	Multi-functional Printer
2.	Functions	Print
		Copy
		Scan
3.	Print Technology	Laser (Monochrome)
4.	Processor & Memory	1.2 GHz processor, 1.5 GB RAM
5.	Print Speed (A4)	40 pages per minute (ppm)
6.	First Page Out (A4)	6 seconds
7.	Print Resolution	1200 x 1200 dpi
8.	Monthly Duty Cycle	150,000 pages (recommended: 2,000–7,500 pages)
9.	Copy Speed (A4)	40 copies per minute
10.	Scan Speed (A4)	55 images per minute (ipm) duplex
11.	Scan Resolution	600 dpi
12.	ADF Capacity	100-sheet duplex Automatic Document Feeder
13.	Flatbed Size	A4 / Letter
14.	Paper Input Capacity	550-sheet main tray + 100-sheet multipurpose tray (standard)
15.	Maximum Input Capacity	2,200 sheets
16.	Paper Output Capacity	250 sheets

No.	Category	Minimum Specification
17.	Media Sizes Supported	A4, A5, A6, B5 (JIS), 16K, envelopes, custom sizes
18.	Connectivity	High-Speed USB 2.0, Gigabit Ethernet, USB host (front)
19.	Mobile Printing	Apple AirPrint
		Mopria App option
		Google Cloud Print
20.	Optional Wireless	Via JetDirect 3000w BLE/NFC/Wireless Module
21.	Toner Cartridges	10,000 pages cartridge
22.	Display	8.0 cm (3.5 in) color touchscreen
23.	Security Features	Sure Start, Whitelisting, Secure Boot, Encrypted storage, Run-time intrusion detection
24.	Warranty	One year manufacturers warranty, upon inspection and acceptance
25.	Data Sheet	Attach manufacturers datasheet

4.4.5 9U Cabinet

No.	Item	Minimum Specification
1.	Size	9U
2.	Rack Type	Enclosure
3.	Dimensions	300X300
4.	Type	Wall Mounted
5.	Cable Entry	Top & Bottom
6.	Mounting Profile	1 pair (front), adjustable
7.	Fan	Built-in double-fan
8.	Colour	Black
9.	PDU And Back To Back Cable	6 Way PDU and Back to Back Power Cable 3m
10.	Power Protection	Earthing
11.	Door	Perforated Steel Mesh Doors
12.	Door Frames	Front & Back Door Frames
13.	Accessories	(20) M6 screws (20) M6 cage nuts (20) M6 washers (20) 12-24 screws (2) Keys Owner's manual

6. PROPOSED REFURBISHMENT OF POST OFFICES REQUIREMENTS AND BILLS OF QUANTITIES

6.1 SPECIAL NOTES TO BE READ PRIOR TO PRICING (THIS APPLIES TO ALL THE 17 SITES)

1. The contractor is required to check the numbers of pages, and should any be found missing or in duplicate or the figures or writing indistinct, he must inform the quantity surveyors at once and have the same rectified. Should the contractor be in doubt about the precise meaning of any item, word or figures, for any reason whatsoever or observe any apparent omission of words or figures; he must inform the quantity surveyors in order that the correct meaning may be decided upon before the date for the submission of the tender.
2. No liability whatsoever will be admitted nor claim allowed in respect of errors in the contractors tender due to mistakes in the bills of quantities which should have been rectified in the manner described above.
3. The contractor shall not alter or otherwise qualify the text of these bills of quantities; any alteration or qualification made without authority will be ignored and the text of the Bills of Quantities as priced will be adhered to.
4. *The contractor shall be deemed to have made allowance in his prices generally to cover items of preliminaries or additions to prime cost sums or other items, if these have not been priced against the respective items.*
5. All items of measured work shall be priced in detail and tenders containing lump sums to cover trades or groups of work must be broken down to show prices of each item before they will be accepted. Lump sums to cover items of preliminaries shall be likewise broken down if so required.
6. In no case will any expenses incurred by tenderer in preparation of this tender be reimbursed.
7. The copyright of these bills of quantities is vested in the quantity surveyors and no part thereof may be reproduced without their express permission given in writing.
8. The contractor is solely responsible for the accurate ordering of materials in accordance with all Architectural/Engineering drawings and architect's instructions and no claims for any loss or expense will be entertained for orders for materials based upon the bills of quantities.
9. The bills of quantities must be priced in Kenya shillings and cents only
10. Tenders are to be on a Firm price basis: i.e. they will not be subject to adjustment in respect of fluctuations in the prices of labour, materials, services or other commodities occurring subsequent to the date of the tender, nor subject to adjustment to take account of the effect of any central or local government legislation, enactment, rule or tax effected subsequently to the date of tender.
11. The contractor is referred to General specifications for Architect and Engineer for Building Works and the works shall be in accordance with the said specifications which shall form part of the contract documents. The contractor shall price for complying with the same.
12. The client will be at liberty to supply some of the materials and the contractor will be paid for fixing only. The contractor should therefore take this into account while pricing his tender. No claim will be entertained in respect to this requirement.
13. All Tenderers are required to visit the sites and familiarise themselves with the conditions under which the works will be carried out. The contractor will be required to prevent public nuisance generally and in particular dust and noise by providing nylon dustproof screens if necessary to newbuilding so as to protect the adjacent buildings.

The contractor will be required to apply to County Council for temporary holding for the site for the entire construction period and pay all necessary charges and fees in connection thereof.

INSTRUCTIONS TO TENDERERS

The Tenderer is to read carefully the instructions set out below and no claim will be entertained on the grounds of failure to read or comply with the instructions nor for any alleged misunderstanding of their import.

1. Currency

The following Bills of Quantities and Form of Tender are to be priced in Kenya Shillings.

2. Tender Documents

- a) A complete set of tender documents consists of the following.
 - i) Instructions to Tenderers
 - ii) Form of Tender and Surety Undertaking
 - iii) Articles of Agreement
 - iv) Conditions of Contract
 - v) General specifications
 - vi) Bills of Quantities
 - vii) Drawings
- b) A complete set of tender documents may be examined during normal working hours throughout the tender period.
- c) It is the Tenderers responsibility to examine carefully the whole of the tender documents and to satisfy himself that he understands their full import severally and jointly. No claim will be entertained on the grounds that the tenderer failed to see any of the documents.

3. Tender Information

- a) It is the Tenderers responsibility to obtain all the information he requires to arrive at his tender price and no claim for alteration of the tender amount will be entertained on the grounds of failure to obtain accurate information or of any alleged misinterpretation, misinformation or any verbal or written instruction or promise given by the Employer other than what is allowed for in the tender documents.
- b) Should there be any doubt or obscurity as to the meaning of any of the document, or as to these instructions or as to any other matter or thing pertaining to the contract, the Tenderer must submit such doubt, obscurity in writing to the office of the Quantity Surveyors not later than one week before date fixed for delivery of the tenders to facilitate the issue of a circular letter to all Tenderers clarifying or amending any item.
- c) Same as above, no alterations whatsoever may be made in any of the tender documents. If any such alterations are made or if the Bills of Quantities and/or Details or Tender is incomplete or improperly filled, the tender may be invalidated.

4. Time for starting and completing

Possession of the site will be given immediately upon the issue of the letter accepting the tender unless otherwise stated and the works are to commence forthwith. The time for completion stated in the Form of Tender will be calculated from the date of the letter accepting the tender unless a later date for possession of the site is given in the letter of acceptance.

5. Rates

The rates and prices set down by the Tenderer against the items in the Bills of Quantities are to be full inclusive value of the finished work described hereunder and are to include for profit and all obligations and liabilities of every kind which under the contract are to be borne by the Contractor. The Tenderers attention is particularly drawn to the section in which provision is made for the pricing of the Contractor's general obligations. Any item not priced either in this section or elsewhere in the Bills of Quantities will be deemed to have been allowed for in the prices inserted against other items in the Bills of Quantities.

6. Assignment and Sub-Letting

The Tenderers attention is drawn to the clause in the Conditions of Contract which prohibits the assignment or sub-letting of the whole or any portion of the Works without prior consent in writing of the Employer or their representative. This requirement will be strictly applied and disregard of it by the Tenderer will be treated as a ground for determination of the Contract.

The Tenderer shall submit with his tender a list of all portions of the work he proposes to sub-let, with particulars (as far as possible) of the sub-contractors he proposes to employ, but the acceptance of his tender shall not be regarded as implying in any way approval of his proposal for sub-letting.

7. Canvassing

Any form of canvassing is strictly prohibited. If a Tenderer makes any representation intended to influence the consideration of the tenders either directly or indirectly to any person officially concerned in the conditions of the tender, his tender shall be disqualified.

8. Form of Tender

- a) The tender must be submitted on the form of tender provided. The tender amount is to be inserted in words and figures in the space provided and all other bank spaces elsewhere in the Form of Tender must be filled in with the information required.
- b) The tender must be signed by the principal of the firm or by a person authorised for the purpose and the registered name and address of the Tenderer must be printed in block letters or typed in space provided. No tender that is incomplete or improperly filled in will be considered.

9. Conditions of labour

The Tenderers attention is drawn to the requirement in the conditions of contract to comply with all regulations, rules or instructions concerning conditions and terms of employment of any class of employees.

10. List of P.C. items for which the Contractor desires to Tender

If the Tenderer in the ordinary course of his business, undertakes work for which prime cost or provisional sums are included in the contract and he desires to tender for the same, he must submit his tender list for such items for which he desires to tender.

11. Delivery of Tenders

- a) Tenders must be delivered in an envelope, properly sealed and with no external instructions or mark of identification other than those made by the person issuing the documents.
- b) The envelope shall contain all other tender documents supplied to the Tenderers except for any drawings which are to be returned to the office from which they were issued.
- c) Tenders delivered after the time stated will not be considered.

12. Validity of Tender

The tender shall remain a valid offer open for acceptance at any time upto 90 days from the date of submission unless previously withdrawn in writing by a letter to the Employer.

- a) The Employer will not reimburse a Tenderer for any costs incurred in the preparation of the tender.
- b) The Employer does not bind himself to accept the lowest or any tender and will not assign any reason for the rejection of any tender.

13. Environmental Management and Co-Ordination Act

The contractor is required to comply with the Environmental and Co- Ordination Act (1999) and all amendments thereafter, particularly in regard to conservation of the Environment. The tenderer is therefore required to be conversant with the above Act and comply with all requirements thereof.

6.2 ACTUAL BILLS OF QUANTITIES FOR EACH OF THE 17 SITES

6.2.1 WAJIR POST OFFICE

The Bills summaries must be transferred to the grand summary table under the financial evaluation

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	ELECTRICAL INSTALLATION Supply and fix the following electrical fittings				
A	4Ft LED Fitting complete with tube and all accessories	NO	4		
B	Double metallic Pole 13A Socket	NO	2		
C	Single metallic Pole15A Socket	NO	2		
D	2 GANG 2 WAY Switch	NO	1		
E	1 WAY Switch	NO	2		
F	Single Core 2.5 sq. mm	LM	20		
	PORTABLE EXTINGUISHERS				
G	Supply 9Kg Portable Dry powder fire extinguisher	NO	4		
H	Supply 9Kg Portable Carbon dioxide fire extinguisher	NO	4		
	FURNITURE Supply the following furniture to detail Supply rectangular office table made of engineered Wood with laminate finish 25mm thick with cable Management cut with plastic cover, with three no. drawers compete with drawer keys Size 1500mm long x 700mm high x 750mm width				
I	Size 1500mm long x 700mm high x 750mm width	NO	6		
J	Counter stools made of mild steel or powder coated Metal with seats cushioned with high density polyurethane foam	NO	4		
K	Office chairs made of mild steel or powder coated metal with seats and backrest cushioned with high density polyurethane foam	NO	12		
L	Office Steel cabinets made from galvanized steel				

	sheets with four drawers Size 132mm x 38mm x 71mm CARRIED FORWARD	NO	6		
ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
	BRANDING				
A	Office Steel cabinets made from galvanized steel sheets with four drawers Size 71mm x 38mm x 71mm				
B	Supply and fix backlight branding with POSTA LOGO Name of Office and Post Code Size 3000mm x 500mm	NO	1		
	WALL CLOCK				
C	Supply and fix Circular wall clock 300mm diameter to details	No.	1		
	NOTICE BOARDS				
D	Supply and fix a modern Notice Board size 1800mm x 1200mm	No.	2		
E	Prepare and Spray paint both internal and external surfaces of Private Letter Boxes with fast dry paint (QAD) Posta colours as directed by the client	SET	8		
F	Numbering of both Internally and externally sides of boxes with appropriate stencil as directed by the client on site	SET	8		
	IRONMONGERY				
	Supply and fix the following ironmongery with matching screws all as per specified catalogue;				
G	3-lever Mortise lock; 'LEB-270' complete with a pair of polished brass handles ref. LP 404	NO	3		
H	100mm Pressed steel stainless butt hinges EA. NT 831	PRS	3		
	CARRIED TO SUMMARY PAGE				

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
A	<p>PRIME COSTS (PC) & PROVISIONAL SUMS (PS)</p> <p>Provide a Provisional Sum of Kenya Shillings Fifty Hundred Thousand (Kshs.50,000) for Contingencies</p> <p>Carried to Summary Page</p> <p style="text-align: center;">SUMMARY PAGE</p> <p>General Preliminaries</p> <p>Build works</p> <p>Prime Cost and Provisional Sum</p> <p>SUB TOTAL</p> <p>16% VAT</p> <p>Total (To be transferred to Summary Table)</p>				

6.2.2 MANDERA POST OFFICE

Item	Description	Kshs	Cts
A.	<p><u>GENERAL MATTERS</u></p> <p><u>SUFFICIENCY OF TENDER</u></p> <p>The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced 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 and maintenance of the works.</p>		
B.	<p><u>STAMP CHARGES</u></p> <p>The contractor shall allow for the payment of all stamp charges in connection with the surety bond.</p>		
C.	<p><u>DEFINITIONS AND ABBREVIATIONS</u></p> <p>Terms used in this Bills of Quantities shall be interpreted as follows:-</p> <p>Approved" Shall mean approved by the Architect</p> <p>As directed " Shall mean as directed by the Architect.</p> <p>B.S" Shall mean the current British Standard specification published by the British Standards Institution, 2 Park Street, London, W.I. England</p> <p>CM Shall mean cubic Metres</p> <p>SM shall mean Square Metres</p> <p>LM Shall mean Linear metres</p> <p>mm Shall mean Millimetres</p> <p>KG Shall mean Kilogrammes</p> <p>No Shall mean numbers</p>		
D.	<p><u>FIGURED DIMENSIONS</u></p> <p>Figured dimensions are to be followed in preference to dimensions scaled from the drawings; but whenever possible dimensions are to be taken on the site or from the Buildings. Before any work is commenced by sub-contractors or specialists firms, dimensions must be checked on the site and/or buildings and agreed with the contractor, irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.</p> <p>Carried to collection Kshs</p>		

Item	Description	. Kshs	Cts
A.	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>PROVISIONAL WORK</u></p> <p>All “provisional” and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measurement, the Contractor shall give notice to the Quantity Surveyor. If the contractor makes default in this respect he shall if the Architect so directs, Uncover the work at his own expense to enable the measurements be taken.</p>		
B.	<p><u>PLANT, TOOLS AND SCAFFOLDING</u></p> <p>The contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the works and shall remove same on completion.</p> <p>The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works, including sub-contract works, provide special scaffolding as and when required during the Works and remove on completion and make good.</p> <p>Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guard-rails to approval.</p> <p>All such plant, tools and scaffolding shall comply with all regulations whether general or local, in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.</p> <p>Scaffolding is not measured hereinafter and the Contractor must allow here or in his rates for the above if applicable.</p>		
C.	<p><u>HOARDING</u></p> <p>The contractor shall enclose the site with hording with opening and gate as required. The hording shall be 2500mm high constructed with timber to approval and covered with galvanised iron corrugated sheets painted to approval</p>		
D	<p><u>PROGRESS CHART</u></p> <p>The contractor shall upon receiving instructions to proceed with the work, draw up a time and progress schedule setting out the order in which the works are to be carried out with the appropriate dates thereof. This time and progress schedule is to be agreed with the architect and no deviations from the order set out in this schedule will be permitted without the written consent of the architect. The main contractor will be responsible for arranging the above programme with all sub-contractors including the nominated sub-contractors and nominated suppliers.</p>		
	Carried to collection Kshs		

Item	Description	. Kshs	Cts
A.	<p><u>EXISTING SERVICES</u></p> <p>Prior to commencement of any work, the contractor is to ascertain from the relevant authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant authority and shall be made good to their satisfaction at the Contractor's expenses.</p>		
B.	<p><u>TRANSPORT TO AND FROM THE SITE</u></p> <p>The Contractor shall include in his prices for the transport of materials, workmen, etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the Authorities.</p>		
C.	<p><u>PUBLIC AND PRIVATE ROADS, PAVEMENTS ETC</u></p> <p>The Contractor will be required to make good, at his own expense, any damage he may cause to the present road surfaces and pavements within or beyond the boundary of the site, during the period of the Works. In particular, all existing trees, shrubs, plants, etc., which may be destroyed or damaged during the progress of the Works are to be made good by the Contractor to the approval of the Architect.</p>		
D.	<p><u>POLICE REGULATIONS</u></p> <p>The contractor is to allow for complying with all instructions and regulations of the Police Authorities.</p>		
E.	<p><u>CONTRACTORS SUPERINTENDENCE</u></p> <p>The contractor shall constantly keep on the Works a literate English speaking agent or representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. Such agent or representative shall receive on behalf of the contractor, directions and instructions from the Architect and such directions and instructions shall be deemed to have been given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Architect.</p>		
F.	<p><u>SIGN FOR MATERIALS SUPPLIED</u></p> <p>The contractor will be required to sign for all materials supplied by the employer at the time of taking delivery thereof, as having received them in good order and condition and will thereafter be responsible for any loss or damage of materials which will be supplied by the employer at current market prices including Customs Duty, VAT and all government taxes all at the contractors own cost and expenses to the satisfaction of the employer.</p>		
Carried to collection		Kshs.	

Item	Description	.	Kshs	Cts
	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>CONTRACTORS SUPERITENDENCE (CONT)</u></p> <p>It is to be a specific condition of this Contract that the successful tenderer shall provide on the site throughout the period up to the date for practical completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the drawings, and shall ensure that upon any termination of employment, a suitable replacement is found.</p> <p>Before the Tenderers offer is accepted the Architect will personally interview the Contractor's proposed representative. A curriculum vitae of past experience and qualifications must be provided for the Architect's scrutiny.</p> <p>The Architect's decision will be final regarding the suitability of the proposed representative.</p>			
A.	<p><u>WATER</u></p> <p>All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension.</p> <p>The contractor shall provide at his own risk and cost all water for use in connection with the Works (including the work of sub-contractors). The contractor shall provide at his own expense all temporary distribution pipes, storage tanks, meters, etc., and he shall clear away same upon completion of the Works.</p>			
B.	<p><u>LIGHTING AND POWER</u></p> <p>The contractor shall provide at his own risk and cost all artificial lighting and power for use on the works, including all sub-contractors and specialists requirements and including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.</p>			
C.	<p><u>SAFETY</u></p> <p>The Contractor shall comply at all times with the requirements of the Factory Act (Cap 514) Building Construction Rules, Supplement 18, Legal Notice No. 40 dated 5th April, 1984 and ensure that the safety of his workpeople and authorized visitors to the site is protected at all times. In particular, there shall be proper provision of planked footways and guard-rails to scaffolding etc., protection against falling materials and tools and the site shall be kept tidy and clear of dangerous rubbish.</p>			

	Carried to collection Kshs.	
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Item	Description	Kshs.	Cts
	<p><u>GENERAL MATTES (CONT'D)</u></p> <p><u>SAFETY (CONTD)</u></p> <p>The contractor shall appoint a Safety Officer as required by the Factory Act and notify the Factory Inspector of his name. The Safety officer shall be on site at all times and all directions given by the Architect to the Safety Officer shall be deemed to be Architect's Instructions, and shall be complied with promptly without additional cost to the contract. The Architect shall be empowered to suspend work on the Site should he consider these conditions are not being observed, and no claim arising from such a suspension will be allowed.</p>		
A.	<p><u>PROTECTIVE CLOTHING</u></p> <p>The contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, overalls, etc., according to the type of work. The contractor shall ensure that safety helmets are worn by all staff on site at all times.</p> <p><u>MATERIALS AND WORKMANSHIP</u></p> <p><u>GENERALLY</u></p> <p>All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.</p> <p>All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standards Institution Specification current at the date of Tender. 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 such materials are on site when required for use in the works.</p> <p>The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.</p> <p>The works throughout shall be executed by skilled workmen well versed in their respective trades.</p>		

	Carried to collection Kshs		
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Item	Description	Kshs	Cts
A.	<p><u>MATERIALS AND WORKMANSHIP (CONT)</u></p> <p><u>REJECTED WORKMANSHIP OR MATERIALS</u></p> <p>Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must immediately be removed from the site and replaced at the Contractor's expenses, as required.</p>		
B.	<p><u>PROPRIETARY MATERIALS</u></p> <p>Where proprietary materials are specified herein-after the Contractor may propose the use of materials of other manufacture but equal quality for approval by the Architect.</p> <p>All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used or fixed strictly in accordance with their instructions.</p>		

C.	<p><u>CONCRETE TESTS</u></p> <p>Concrete test cubes, i.e. per set of three as later described, including testing fee, labour and materials, making moulds, transport and handling etc</p> <p>Successful tests only (Provisional) set of three No. 12 @ Kshs-----</p> <p>(Tenderer must insert rate and extend)</p>	
D.	<u>OFFICE AND SHEDS</u>	
E.	<p>The Contractor shall erect and maintain temporary office accommodation for his own use and ample temporary watertight sheds for the proper storage and protection of materials and for the use of artisans and remove when ordered. Floors of sheds shall be at least 150mm above ground level.</p>	

Carried to collection Kshs

Item	Description	Kshs	Cts
A.	<p><u>OFFICES AND SERVICES FOR THE ARCHITECT</u></p> <p>The contractor shall provide, erect and maintain where directed on the site, an approved weather and sun-proof lock-up office for the sole use of the Architect and his representatives with a total floor area of not less than 20 square metres. The office shall be constructed with stone, concrete or Timber and the walls and ceilings internally lined with soft board. Glazed windows of not less than 1.5 square metres and a stout door with lock and fastenings shall be provided and the office furnished with wooden stools, tables and chairs and drawing table along the full length of one side, complete with drawers of sufficient size to carry the drawings laid flat. The contractor shall also provide, erect and maintain a lock-up European type latrine for the sole use of the Architect and his representatives and to the satisfaction of the Local Authorities and shall provide the services of a sweeper, pay all charges and keep both</p>		

	<p>office and latrine in a clean and sanitary condition during the whole period of the Works. The office and latrine shall be removed on completion. The contractor shall keep on site and maintain in good condition one dumpy or quickest level and levelling staff and one 30 metre steel tape for the use of the Architect and his representatives.</p>		
B.	<p><u>EXISTING AND ADJACENT PROPERTY</u></p> <p>The site is located within a busy shopping centre with operating business and the contractor will have been deemed to have visited the site to ascertain the working conditions; The contractor must take all necessary steps to safeguard existing and adjacent property, make good at his own expense any damage to persons or property caused thereon, and hold the Employer indemnified against any such claim arising. The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these Works. He must reinstate all damages at his own expenses and indemnify the Employer against any loss.</p> <p>The contractor must take such steps and exercise such care and diligence as to minimize nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property. In particular the contractor will be required to protect his works with dust proof material to prevent dust interfering with adjacent business.</p>		
C.	<p><u>WATCHING AND LIGHTING</u></p> <p>The contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, plant and materials against damage and theft.</p>		
D.	<p><u>SAMPLES</u></p> <p>The contractor shall furnish at the earliest possible opportunity at his own cost any samples of materials or workmanship that may be called for by the architect for his approval or rejection and any further samples in case of rejection, until such samples are approved. Such samples when approved shall be the minimum standard for the work to which they apply.</p>		
Carried to collection Kshs			

Item	Description	Kshs	Cts
A.	<p><u>TEMPORARY ROADS</u></p> <p>The contractor shall provide where directed all temporary access roads, tracks and paths necessary for the execution of the works, including making good when no longer required.</p>		
B.	<p><u>SIGNBOARD</u></p> <p>The main contractor shall apply and obtain permission from the City Council and prepare and fix on site a signboard and lettering on same for the display of the main contractor and Sub-contractors' names. Same shall be of an approved size with the</p>		

Employers name printed thereon. The Architect's, Quantity Surveyors and other Consultants names shall be printed in 50mm letters all to the Architect's design and approval. The approval plan number and NEMA approval number shall be printed thereon. No other signboard or advertising will be permitted. The signboard shall be well maintained throughout the construction Period and removed upon completion of the works. The contractor shall pay for all the charges and expenses in connection with the above.

NOMINATED SUB-CONTRACTORS AND SUPPLIERS
(See also under FORM OF CONTRACT Clauses 31.0 and 32.0)

C. NOMINATED SUB-CONTRACTORS

The contractor shall be responsible for Nominated Sub-Contractors in every respect and in particular it shall be the contractor's responsibility to ensure that each sub-contractor commences and completes the work in such manner and is ready on the Site with his materials, labour and special plant at such times so as to conform with the progress Schedule, as specified previously, and to ensure satisfactory progress.

The contractor shall also accept liability for and bear the cost of General Attendance on Nominated Sub-contractors which shall be deemed to include for:-

Allowing the use of standing scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant sub-contractors works are complete and removal of all scaffolding on completion. Providing space for office accommodation, and for storage of plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, and lighting, and clearing away all rubbish.

The items for "General Attendance" given herein-after following Prime Cost sums in respect of sub-contractors work shall be deemed to include all the above.

The contractor shall also accept liability for and bear the cost of Special Attendance on Nominated sub-contractors which shall include for one or more of the following:

Unloading, storing, hoisting, and placing in position, providing power, provision of special scaffolding

The items for "Special Attendance" given herein-after following Prime Cost sums shall include any one or more of the above items as set out in the particular reference. Cutting away for and making good after the work of sub-contractors as may be required will be measured and valued separately by the Quantity Surveyor

Carried to collection Kshs

Item	Description	Kshs	Cts
A.	<p><u>NOMINATED SUPPLIERS</u></p> <p>The cost of "Fix Only" materials to be obtained from Nominated Suppliers which are covered by prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been</p>		

received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described.

Before placing any orders with Nominated sub-Contractors or Nominated Suppliers the contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of contract and the Progress Schedule.

B. **PRIME COST RATES**

Where descriptions of items include a Prime Cost rate per unit this rate is to cover the net supply cost of the unit only. The Contractor's price must include for the cost of the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads.

The actual net cost per unit will be adjusted within the Final Account against the prime Cost rate stated.

C. **PROTECTION AND CLEANING**

PROTECTION

The Contractor shall cover and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of sub-contractors, etc., to the satisfaction of the Architect until the completion of the Contract, and carefully preserve all trees or bushes on or near the site.

CLEANING

The Contractor shall, upon completion of the Works, at his own expense, remove and clear way all surplus excavated materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of temporary access roads, offices, shed, camps, etc. Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains. He shall also, at the discretion of the Architect, remove all rubbish and dirt as it accumulates. The Contractor is to find own dump and shall pay all charges in connection therewith.

Carried to collection Kshs

Item	Description	Kshs	Cts
A.	<u>TRAINING LEVY</u> The Contractor's attention is drawn to Legal Notice 237 of October, 1971, which requires payment by the contractor of Training Levy on all contracts of more than		

B	<p>Kshs 50,000/= in value and his Tender shall include for all cost arising or resulting thereof.</p> <p><u>STANDARD LEVY</u> The Contractor's attention is drawn to Legal Notice No. 267 of 22nd June, 1990 which requires payment by the Contractor of Standard levy. His tender must include for all costs arising or resulting thereof</p>	
C	<p><u>VALUE ADDED TAX</u></p> <p>The Contractor shall comply with the VAT ACT Cap 476 Laws of Kenya which requires that Value Added Tax shall be charged on the value added in Provision of building services. The Contractor is advised that the pricing of their rates should be <u>Inclusive</u> of V.A.T. on inputs. The amount of V.A.T shall be assumed to be at the current statutory rate applicable at the time of tendering.</p>	
D	<p><u>NATIONAL CONSTRUCTION AUTHORITY</u></p> <p>The Contractor's attention is drawn to section 31 of the National Construction Authority Act which provides for imposition of the national construction levy payable to the Authority not exceeding 0.5% of the value of any contract whose value exceeds five million shillings. The tenderer should therefore take this into consideration when pricing this tender. His tender sum must therefore include for all costs arising or resulting thereof.</p>	
	<p>Carried to collection Kshs</p>	

Item	Description	Kshs	Cts
	<p><u>SITE ATTENDANCE</u></p> <p>Allow ...% for site office for contract attendance and profits for inspection and all necessary statutory bodies</p>		
	Carried to collection Kshs		

Item	Description	Kshs
	<p><u>COLLECTION</u></p> <p>Brought forward from Page No. --</p> <p>Brought forward from Page No. ---</p> <p>Section No. 1, Preliminaries, Carried to Main Summary Kshs.</p>	

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
A	<p>SUB-STRUCTURE WORKS</p> <p>“ALL PROVISIONAL”</p> <p>Carefully remove existing Asbestos roof cover and dispose in accordance to NEMA guidelines and regulations</p> <p>Supply and Fix the following Five metres above ground level</p>	SM	442		
B	Supply and fix Gauge 28 Box Profile colour blue laid with a minimum of 200mm on slope and 100mm minimum in end lap. Iron sheets are nailed on the timber purlins (ms) with help of steel nails (measured net allow for the overlap)	SM	342		
C	Ditto Ridge caps	LM	45		
D	Ditto valleys	LM	18		
	<p>The following trusses to be hoisted between 4.0m and 8.0m high above ground level</p> <p>(Provisional) Pressure impregnated sawn Cypress</p>				
E	100mm x 50mm Rafters	LM	180		
F	50mm x 50mm purlins	LM	270		
G	250mm x 25mm fascia and verge boards	LM	120		
	APP APPLICATION				
H	Hack existing flat roof membrane and cart away arising debris	ITEM			
I	25mm screed to flat roof to required slope	SM	120		
J	Prepare, apply collar and fix APP membrane to make surface waterproof (measured net allow for the overlap)	SM	120		
K	150 x 200mm wide box shaped galvanized pressed steel gutter gauge 16 well supported and placed with a slope and a downpipe placed at the end to transfer water to the ground.	LM	110		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Extra Over for making 75mm diameter holes for downpipes in gutter	NO			
B	Allow for hacking wall to get way through for down pipe connections.	ITEM			
C	Supply and installation 150mm PVC down pipes including of all sundries/accessories, e.g brackets, sandals connectors etc	LM	80		
D	Supply and fix 150mm bends	NO	12		
	Ceiling				
E	Supply and fix 12mm soft board ceiling nailed to existing timber brandering	SM	150		
F	Prepare and apply three coats to soffits of ceiling boards	SM	150		
	SERVICE COUNTERS				
G	Service counters 4500mm long comprising of three cubicals; 200mm thick masonry wall 1000mm high plastered and painted on both sides including, 6000mm long x 1500mm high Aluminium frame partitions with glass panels 18mm x 450mm wide granite top with upper transaction lower recessed 20mm thick top blockboard anchored with vertical aluminium stands 1000mm high 20mm thick block board sides divisions, shelves with s.s skirting on block boards backing and 150mm mild steel finish 3No. 750mm x 450mm x 250mm deep drawers with knobs and locks at each component with all necessary ironmongery to client's approval and satisfaction	NO	1		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
	Aluminium Partition				
	Supply, assemble and fix powder coated Aluminium framed partition with opens left for Glazing (ms) and MDF boards including all necessary beadings and rubber as described in the following				
A	100mm x 76mm x 1.2mm thick natural anodized aluminium framing, base piece screwed at bottom and top, grooved to receive glazing (ms)	LM	50		
B	76mm x 44mm x 1.2mm thick natural anodized framing; horizontal grooved to approval at both top and bottom to receive glazing (ms)	LM	15		
C	76mm x 44mm x 1.2mm thick natural anodized framing; vertical piece grooved to approval at both sides to receive glazing (ms)	LM	40		
D	Aluminium beadings 43mm x 20mm x 1.6mm thick beading member riveted to aluminium hollow section frames to receive glass (ms)	LM	75		
E	27.5mm x 17.25mm x 1.5mm thick beading to receive boards (ms)	LM	75		
F	38mm x 38mm x 3.5mm thick angle section beading to glazing (ms)	LM	75		
G	18mm thick MDF boards laminated both sides to partitions	SM	18		
	Aluminium Door Supply and fix Aluminium doors complete with frames stiles beadings with 6mm clear glass (ms) complete with aluminium door lock				
H	Size 900mm x 2400mm high	NO	3		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
	GLAZING Supply and fix the following approved quality glass including fixing and approved quality rubber and including all necessary fixing materials				
A	6mm thick approved pattern clear glass and glazing with approved quality rubber in panels over 0.1 to 0.5 square meters	SM	18		
	Flush Doors				
B	Solid core flush doors; finished with scratch proof mahogany laminate; hardwood lipped on all edges and machine pressed to look like framed door; Complete with solid blocking for ironmongery: Size 900 x 2350mm high	NO	4		
	IRONMONGERY Supply and fix the following ironmongery with matching screws				
C	3-lever Mortise lock ; 'LEB-270' complete with a pair of polished brass handles ref. LP 404	NO	3		
D	100mm Pressed steel stainless butt hinges EA. NT 831	PRS	5		
E	Repair major cracks to wall	ITEM			
F	Allow for repair main gate and branding	NO	1		
	Prepare and apply 3 coats of silk vinyl to plastered surfaces:-				
G	External surfaces	SM	535		
H	Internal surfaces	SM	875		
I	Ditto to soffits of suspended slab	SM	180		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	70		
B	Apply hydrochloric acid to clean existing terrazzo surfaces and apply polish	SM	180		
	ELECTRICAL INSTALLATION				
	Supply and fix the following electrical fittings				
C	4Ft LED Fitting complete with tube and all accessories	NO	15		
D	Double metallic Pole 13A Socket	NO	6		
E	Single metallic Pole15A Socket	NO	5		
F	2 GANG 2 WAY Switch	NO	3		
G	1 WAY Switch	NO	5		
H	Single Core 2.5 sq.mm	LM	120		
	FURNITURE				
	Supply the following furniture to detail				
	Supply rectangular office table made of engineered Wood with laminate finish 25mm thick with cable Management cut with plastic cover, with three no. drawers compete with drawer keys				
I	Size 1500mm long x 700mm high x 750mm width	NO	4		
J	Counter stools made of mild steel or powder coated metal with seats cushioned with high density polyurethane foam	NO	3		
K	Office chairs made of mild steel or powder coated metal with seats and backrest cushioned with high density polyurethane foam	NO	8		
L	Office Steel cabinets made from galvanized steel sheets with four drawers size 132mm x 38mm x 71mm	NO	4		

M	Ditto size 71mm x 38mm x 71mm	NO	2		
CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
BROUGHT FORWARD					
BRANDING					
A	Supply and fix backlight branding with POSTA LOGO Name of Office and Post Code Size 3000mm x 500mm	NO	1		
WALL CLOCK					
B	Supply and fix circular wall clock 300mm diameter	No.	2		
NOTICE BOARDS					
C	Supply and fix a modern Notice Board size 1800mm x 1200mm	No.	2		
D	Supply and fix in position louver frames of 8 no. louvers	PRS	20		
E	150mm high 6mm thick louver glasses 750mm long	NO	60		
F	Prepare and Spray paint both internal and external surfaces of Private Letter Boxes with fast dry paint (QAD) Posta colours as directed by the client	SET	6		
G	Numbering of both Internally and externally sides of boxes with appropriate stencil as directed by the client on site	SET	6		
PIT LATRINE					
H	Excavate for pit latrine from ground level but not exceeding 1.5m deep	CM	6		
I	Ditto commencing from 1.5m deep but not exceeding 3.0m deep	CM	6		
J	Ditto commencing from 3.0m deep but not exceeding 4.5m deep	CM	6		
K	Ditto commencing from 4.5m deep but not exceeding 6.0m deep	CM	6		

L	Allow for keeping the whole of excavations free from all water CARRIED FORWARD	ITEM			
ITEM	DESCRIPTION	UNIT	QTY		AMOUNT KSHS
	BROUGHT FORWARD				
A	Allow for maintaining and upholding sides of excavations and keeping clear from all fallen materials.	ITEM			
B	Backfill selected material	CM	4		
C	Load and cart away excess material from site	CM	20		
D	150mm thick natural stone sub walling bedded and jointed in cement and sand mortar (1:3) with 20swg x 25mm wide hoop irons in alternate courses	SM	45		
	Damp proof course				
E	3ply bituminous felt or other equal and approved 200mm wide horizontal	LM	12		
F	Steel mesh fabric reinforcement to B.S 4483 Mesh fabric reinforcement ref: A142 weighing 2.22 kgs per square meter	SM	6		
	Vibrated reinforced concrete Class 20/20(1:2:4) in:				
G	150mm floor bed	SM	6		
	SUPER WALLING				
	Machine dressed stone walling and bedded and jointed in cement/ sand (1:3) mortar as described in:				
H	150mm thick walling reinforced with and including 20swg x 25mm wide and hoop iron in every alternate courses	SM	15		
I	Supply and fix G 28 prepainted boxed profile sheets roof cover nailed to timber purlins	SM	9		
J	75 x 50mm timber Trusses	LM	10		
K	50x 50mm purlins	LM	10		

CARRIED FORWARD				
ITEM	DESCRIPTION	UNIT	QTY	AMOUNT KSHS
BROUGHT FORWARD				
Super Structure works				
A	Vibrated Reinforced insitu concrete class 20/20 (1:2:4) as described in:			
B	Ring beam	CM	0.5	
Flush doors				
C	900 x 2400mm high solid cored flush doors lined with mahogany veenered both sides hardwood lipped all round with fanlight	NO	2	
D	Wrot mahogany to door frames and finishes 150x50mm door frame with three labours plugged to wall	LM	15	
Ironmongery as per 'union' catalogue or other equal and approved				
E	100mm pressed steel brass hinges	PRS	3	
F	2 Lever mortice lock ref 2295 complete with brass handles	NO	2	
G	12mm thick plastering(1:4)cement sand mortar to walls	SM	80	
Prepare and apply 3 coats of silk vinyl to: Plastered to:-				
H	Internal surfaces	SM	45	
I	External surfaces	SM	45	
J	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	10	
K	Ditto timber surfaces	SM	10	
BUILD WORKS CARRIED TO SUMMARY PAGE				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PRIME COSTS (PC) & PROVISIONAL SUMS (PS) Provide a Prime Cost Kenya Shillings Twenty Five Thousand for obtaining County Goverment Permit Provide a Provisional Sum of Kenya Shillings Two Hundred Thousand (Kshs. 200,000) for Contingencies Carried to Summary Page				
ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	SUMMARY PAGE Elements Brought Forward General Preliminaries Build works Prime Costs & Provisional Sum Sub Total 16% VAT Total (To be transferred to Summary Table)				

6.2.3 NAMANGA POST OFFICE

Item	Description	Kshs	Cts
A.	<p><u>GENERAL MATTERS</u></p> <p><u>SUFFICIENCY OF TENDER</u></p> <p>The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced 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 and maintenance of the works.</p>		
B.	<p><u>STAMP CHARGES</u></p> <p>The contractor shall allow for the payment of all stamp charges in connection with the surety bond.</p>		
C.	<p><u>DEFINITIONS AND ABBREVIATIONS</u></p> <p>Terms used in this Bills of Quantities shall be interpreted as follows:-</p> <p>Approved" Shall mean approved by the Architect</p> <p>As directed " Shall mean as directed by the Architect.</p> <p>B.S" Shall mean the current British Standard specification published by the British Standards Institution, 2 Park Street, London, W.I. England</p> <p>CM Shall mean cubic Metres</p> <p>SM shall mean Square Metres</p> <p>LM Shall mean Linear metres</p> <p>mm Shall mean Millimetres</p> <p>KG Shall mean Kilogrammes</p> <p>No Shall mean numbers</p>		
D.	<p><u>FIGURED DIMENSIONS</u></p> <p>Figured dimensions are to be followed in preference to dimensions scaled from the drawings; but whenever possible dimensions are to be taken on the site or from the Buildings. Before any work is commenced by sub-contractors or specialists firms, dimensions must be checked on the site and/or buildings and agreed with the contractor, irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.</p> <p>Carried to collection Kshs</p>		

Item	Description	Kshs	Cts
A.	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>PROVISIONAL WORK</u></p> <p>All “provisional” and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measurement, the Contractor shall give notice to the Quantity Surveyor. If the contractor makes default in this respect he shall if the Architect so directs, Uncover the work at his own expense to enable the measurements be taken.</p>		
B.	<p><u>PLANT, TOOLS AND SCAFFOLDING</u></p> <p>The contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the works and shall remove same on completion.</p> <p>The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works, including sub-contract works, provide special scaffolding as and when required during the Works and remove on completion and make good.</p> <p>Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guard-rails to approval.</p> <p>All such plant, tools and scaffolding shall comply with all regulations whether general or local, in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.</p> <p>Scaffolding is not measured hereinafter and the Contractor must allow here or in his rates for the above if applicable.</p>		
C.	<p><u>HOARDING</u></p> <p>The contractor shall enclose the site with hording with opening and gate as required. The hording shall be 2500mm high constructed with timber to approval and covered with galvanised iron corrugated sheets painted to approval</p>		
D	<p><u>PROGRESS CHART</u></p> <p>The contractor shall upon receiving instructions to proceed with the work, draw up a time and progress schedule setting out the order in which the works are to be carried out with the appropriate dates thereof. This time and progress schedule is to be agreed with the architect and no deviations from the order set out in this schedule will be permitted without the written consent of the architect. The main contractor will be responsible for arranging the above programme with all sub-contractors including the nominated sub-contractors and nominated suppliers.</p>		
	Carried to collection	Kshs	

Item	Description	. Kshs	Cts
A.	<p><u>EXISTING SERVICES</u></p> <p>Prior to commencement of any work, the contractor is to ascertain from the relevant authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant authority and shall be made good to their satisfaction at the Contractor's expenses.</p>		
B.	<p><u>TRANSPORT TO AND FROM THE SITE</u></p> <p>The Contractor shall include in his prices for the transport of materials, workmen, etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the Authorities.</p>		
C.	<p><u>PUBLIC AND PRIVATE ROADS, PAVEMENTS ETC</u></p> <p>The Contractor will be required to make good, at his own expense, any damage he may cause to the present road surfaces and pavements within or beyond the boundary of the site, during the period of the Works. In particular, all existing trees, shrubs, plants, etc., which may be destroyed or damaged during the progress of the Works are to be made good by the Contractor to the approval of the Architect.</p>		
D.	<p><u>POLICE REGULATIONS</u></p> <p>The contractor is to allow for complying with all instructions and regulations of the Police Authorities.</p>		
E.	<p><u>CONTRACTORS SUPERINTENDENCE</u></p> <p>The contractor shall constantly keep on the Works a literate English speaking agent or representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. Such agent or representative shall receive on behalf of the contractor, directions and instructions from the Architect and such directions and instructions shall be deemed to have been given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Architect.</p>		
F.	<p><u>SIGN FOR MATERIALS SUPPLIED</u></p> <p>The contractor will be required to sign for all materials supplied by the employer at the time of taking delivery thereof, as having received them in good order and condition and will thereafter be responsible for any loss or damage of materials which will be supplied by the employer at current market prices including Customs Duty, VAT and all government taxes all at the contractors own cost and expenses to the satisfaction of the employer.</p>		
Carried to collection			
Kshs.			

Item	Description	l.	Kshs	Cts
	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>CONTRACTORS SUPERINTENDENCE (CONT)</u></p> <p>It is to be a specific condition of this Contract that the successful tenderer shall provide on the site throughout the period up to the date for practical completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the drawings, and shall ensure that upon any termination of employment, a suitable replacement is found.</p> <p>Before the Tenderers offer is accepted the Architect will personally interview the Contractor's proposed representative. A curriculum vitae of past experience and qualifications must be provided for the Architect's scrutiny.</p> <p>The Architect's decision will be final regarding the suitability of the proposed representative.</p>			
A.	<p><u>WATER</u></p> <p>All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension.</p> <p>The contractor shall provide at his own risk and cost all water for use in connection with the Works (including the work of sub-contractors). The contractor shall provide at his own expense all temporary distribution pipes, storage tanks, meters, etc., and he shall clear away same upon completion of the Works.</p>			
B.	<p><u>LIGHTING AND POWER</u></p> <p>The contractor shall provide at his own risk and cost all artificial lighting and power for use on the works, including all sub-contractors and specialists requirements and including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.</p>			
C.	<p><u>SAFETY</u></p> <p>The Contractor shall comply at all times with the requirements of the Factory Act (Cap 514) Building Construction Rules, Supplement 18, Legal Notice No. 40 dated 5th April, 1984 and ensure that the safety of his workpeople and authorized visitors to the site is protected at all times. In particular, there shall be proper provision of planked footways and guard-rails to scaffolding etc., protection against falling materials and tools and the site shall be kept tidy and clear of dangerous rubbish.</p>			

	Carried to collection Kshs.	
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Item	Description	Kshs.	Cts
	<p><u>GENERAL MATTES (CONT'D)</u></p> <p><u>SAFETY (CONTD)</u></p> <p>The contractor shall appoint a Safety Officer as required by the Factory Act and notify the Factory Inspector of his name. The Safety officer shall be on site at all times and all directions given by the Architect to the Safety Officer shall be deemed to be Architect's Instructions, and shall be complied with promptly without additional cost to the contract. The Architect shall be empowered to suspend work on the Site should he consider these conditions are not being observed, and no claim arising from such a suspension will be allowed.</p>		
A.	<p><u>PROTECTIVE CLOTHING</u></p> <p>The contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, overalls, etc., according to the type of work. The contractor shall ensure that safety helmets are worn by all staff on site at all times.</p> <p><u>MATERIALS AND WORKMANSHIP</u></p> <p><u>GENERALLY</u></p> <p>All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.</p> <p>All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standards Institution Specification current at the date of Tender. 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 such materials are on site when required for use in the works.</p> <p>The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.</p> <p>The works throughout shall be executed by skilled workmen well versed in their respective trades.</p>		

	Carried to collection Kshs		
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Item	Description	Kshs	Cts
A.	<p><u>MATERIALS AND WORKMANSHIP (CONT)</u></p> <p><u>REJECTED WORKMANSHIP OR MATERIALS</u></p> <p>Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must immediately be removed from the site and replaced at the Contractor's expenses, as required.</p>		
B.	<p><u>PROPRIETARY MATERIALS</u></p> <p>Where proprietary materials are specified herein-after the Contractor may propose the use of materials of other manufacture but equal quality for approval by the Architect.</p> <p>All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used or fixed strictly in accordance with their instructions.</p>		

C.	<p><u>CONCRETE TESTS</u></p> <p>Concrete test cubes, i.e. per set of three as later described, including testing fee, labour and materials, making moulds, transport and handling etc</p> <p>Successful tests only (Provisional) set of three No. 12 @ Kshs-----</p> <p>(Tenderer must insert rate and extend)</p>	
D.	<u>OFFICE AND SHEDS</u>	
E.	<p>The Contractor shall erect and maintain temporary office accommodation for his own use and ample temporary watertight sheds for the proper storage and protection of materials and for the use of artisans and remove when ordered. Floors of sheds shall be at least 150mm above ground level.</p>	

Carried to collection Kshs

Item	Description	Kshs	Cts
A.	<p><u>OFFICES AND SERVICES FOR THE ARCHITECT</u></p> <p>The contractor shall provide, erect and maintain where directed on the site, an approved weather and sun-proof lock-up office for the sole use of the Architect and his representatives with a total floor area of not less than 20 square metres. The office shall be constructed with stone, concrete or Timber and the walls and ceilings internally lined with soft board. Glazed windows of not less than 1.5 square metres and a stout door with lock and fastenings shall be provided and the office furnished with wooden stools, tables and chairs and drawing table along the full length of one side, complete with drawers of sufficient size to carry the drawings laid flat. The contractor shall also provide, erect and maintain a lock-up European type latrine for the sole use of the Architect and his representatives and to the satisfaction of the Local Authorities and shall provide the services of a sweeper, pay all charges and keep both</p>		

	<p>office and latrine in a clean and sanitary condition during the whole period of the Works. The office and latrine shall be removed on completion. The contractor shall keep on site and maintain in good condition one dumpy or quickest level and levelling staff and one 30 metre steel tape for the use of the Architect and his representatives.</p>		
B.	<p><u>EXISTING AND ADJACENT PROPERTY</u></p> <p>The site is located within a busy shopping centre with operating business and the contractor will have been deemed to have visited the site to ascertain the working conditions; The contractor must take all necessary steps to safeguard existing and adjacent property, make good at his own expense any damage to persons or property caused thereon, and hold the Employer indemnified against any such claim arising. The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these Works. He must reinstate all damages at his own expenses and indemnify the Employer against any loss.</p> <p>The contractor must take such steps and exercise such care and diligence as to minimize nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property. In particular the contractor will be required to protect his works with dust proof material to prevent dust interfering with adjacent business.</p>		
C.	<p><u>WATCHING AND LIGHTING</u></p> <p>The contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, plant and materials against damage and theft.</p>		
D.	<p><u>SAMPLES</u></p> <p>The contractor shall furnish at the earliest possible opportunity at his own cost any samples of materials or workmanship that may be called for by the architect for his approval or rejection and any further samples in case of rejection, until such samples are approved. Such samples when approved shall be the minimum standard for the work to which they apply.</p>		
Carried to collection Kshs			

Item	Description	Kshs	Cts
A.	<p><u>TEMPORARY ROADS</u></p> <p>The contractor shall provide where directed all temporary access roads, tracks and paths necessary for the execution of the works, including making good when no longer required.</p>		
B.	<p><u>SIGNBOARD</u></p> <p>The main contractor shall apply and obtain permission from the City Council and prepare and fix on site a signboard and lettering on same for the display of the main contractor and Sub-contractors' names. Same shall be of an approved size with the</p>		

Employers name printed thereon. The Architect's, Quantity Surveyors and other Consultants names shall be printed in 50mm letters all to the Architect's design and approval. The approval plan number and NEMA approval number shall be printed thereon. No other signboard or advertising will be permitted. The signboard shall be well maintained throughout the construction Period and removed upon completion of the works. The contractor shall pay for all the charges and expenses in connection with the above.

NOMINATED SUB-CONTRACTORS AND SUPPLIERS
(See also under FORM OF CONTRACT Clauses 31.0 and 32.0)

C. NOMINATED SUB-CONTRACTORS

The contractor shall be responsible for Nominated Sub-Contractors in every respect and in particular it shall be the contractor's responsibility to ensure that each sub-contractor commences and completes the work in such manner and is ready on the Site with his materials, labour and special plant at such times so as to conform with the progress Schedule, as specified previously, and to ensure satisfactory progress.

The contractor shall also accept liability for and bear the cost of General Attendance on Nominated Sub-contractors which shall be deemed to include for:-

Allowing the use of standing scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant sub-contractors works are complete and removal of all scaffolding on completion. Providing space for office accommodation, and for storage of plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, and lighting, and clearing away all rubbish.

The items for "General Attendance" given herein-after following Prime Cost sums in respect of sub-contractors work shall be deemed to include all the above.

The contractor shall also accept liability for and bear the cost of Special Attendance on Nominated sub-contractors which shall include for one or more of the following:

Unloading, storing, hoisting, and placing in position, providing power, provision of special scaffolding

The items for "Special Attendance" given herein-after following Prime Cost sums shall include any one or more of the above items as set out in the particular reference. Cutting away for and making good after the work of sub-contractors as may be required will be measured and valued separately by the Quantity Surveyor

Carried to collection Kshs

Item	Description	Kshs	Cts
A.	<p><u>NOMINATED SUPPLIERS</u></p> <p>The cost of "Fix Only" materials to be obtained from Nominated Suppliers which are covered by prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been</p>		

received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described.

Before placing any orders with Nominated sub-Contractors or Nominated Suppliers the contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of contract and the Progress Schedule.

B. **PRIME COST RATES**

Where descriptions of items include a Prime Cost rate per unit this rate is to cover the net supply cost of the unit only. The Contractor's price must include for the cost of the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads.

The actual net cost per unit will be adjusted within the Final Account against the prime Cost rate stated.

C. **PROTECTION AND CLEANING**

PROTECTION

The Contractor shall cover and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of sub-contractors, etc., to the satisfaction of the Architect until the completion of the Contract, and carefully preserve all trees or bushes on or near the site.

CLEANING

The Contractor shall, upon completion of the Works, at his own expense, remove and clear way all surplus excavated materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of temporary access roads, offices, shed, camps, etc. Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains. He shall also, at the discretion of the Architect, remove all rubbish and dirt as it accumulates. The Contractor is to find own dump and shall pay all charges in connection therewith.

Carried to collection Kshs

Item	Description	Kshs	Cts
A.	<u>TRAINING LEVY</u> The Contractor's attention is drawn to Legal Notice 237 of October, 1971, which requires payment by the contractor of Training Levy on all contracts of more than		

B	<p>Kshs 50,000/= in value and his Tender shall include for all cost arising or resulting thereof.</p> <p><u>STANDARD LEVY</u> The Contractor's attention is drawn to Legal Notice No. 267 of 22nd June, 1990 which requires payment by the Contractor of Standard levy. His tender must include for all costs arising or resulting thereof</p>	
C	<p><u>VALUE ADDED TAX</u></p> <p>The Contractor shall comply with the VAT ACT Cap 476 Laws of Kenya which requires that Value Added Tax shall be charged on the value added in Provision of building services. The Contractor is advised that the pricing of their rates should be <u>Inclusive</u> of V.A.T. on inputs. The amount of V.A.T shall be assumed to be at the current statutory rate applicable at the time of tendering.</p>	
D	<p><u>NATIONAL CONSTRUCTION AUTHORITY</u></p> <p>The Contractor's attention is drawn to section 31 of the National Construction Authority Act which provides for imposition of the national construction levy payable to the Authority not exceeding 0.5% of the value of any contract whose value exceeds five million shillings. The tenderer should therefore take this into consideration when pricing this tender. His tender sum must therefore include for all costs arising or resulting thereof.</p>	
	<p>Carried to collection Kshs</p>	

Item	Description	Kshs	Cts
	<p><u>SITE ATTENDANCE</u></p> <p>Allow ...% for site office for contract attendance and profits for inspection and all necessary statutory bodies</p>		
	Carried to collection Kshs		

Item	Description	Kshs
	<p><u>COLLECTION</u></p> <p>Brought forward from Page No. --</p> <p>Brought forward from Page No. ---</p> <p>Section No. 1, Preliminaries, Carried to Main Summary Kshs.</p>	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	<p style="text-align: center;">(ALL PROVISIONAL)</p> <p>EXTERNAL WORKS</p> <p>BOUNDARY WALL AND CABRO WORKS</p>				
A	Excavate for trenches not exceeding 1.5m deep	CM	54		
B	Ditto columns	CM	32		
C	Extra over for breaking up soft rock	CM	5		
	50mm thick plain concrete 1:4:8 mix in				
D	Foundation footing	SM	36		
E	Column bases	SM	21		
	Vibrated reinforced insitu concrete class 20/20 (1:2:4) as described in:				
F	Foundation walling	CM	9		
G	Ditto Columns	CM	2		
H	Ditto sub columns	CM	3		
	Steel reinforcement (provisional)				
	Square twisted metal bars to B.S 4461				
I	8mm diameter bars	KG	140		
J	12mm diameter bars	KG	350		
	Sawn formwork as described in:				
K	Sides of column bases	SM	25		
L	Ditto sub columns	SM	40		
M	200mm thick natural stone sub-walling reinforced with and including 20swqx25mm wide and hoop iron in every alternate courses	SM	72		
N	Backfill selected materials and cart away surplus	CM	42		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
	Disposal				
A	Load and cart away surplus excavated materials from site to dumping site approved by County Government and Architect.	CM	44		
	Super Structure works				
	Vibrated Reinforced insitu concrete class 20/20(1:2:4) as described in:				
B	Columns	CM	5		
C	200mm high ramp to required fall	SM	20		
	Steel reinforcement (provisional)				
	Supply and fix bars high yield steel, cold worked BS 4461 including bends, hooks, tying wire and spacer blocks				
D	8mm diameter bars	KG	210		
E	12mm diameter bars	KG	230		
	Sawn formwork as described in:				
F	Sides of column	SM	60		
G	200mm thick machine cut walling reinforced with and including 20swqx25mm wide and hoop iron in every alternate courses	SM	144		
	Damp proof course				
H	3ply bituminous felt or other equal and approved 200mm wide horizontal	LM	60		
	Expansion Joint				
I	25mm thick flexcel filler between surfaces 200mm wide	LM	3		
J	25 x 25mm sealer	LM	3		

K	12mm thick plaster to wall surfaces CARRIED FORWARD	SM	144		
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	12mm horizontal keying externally	SM	144		
B	300mm x 50mm coppings twice weathered , twice throated reinforced as necessary for handling jointing and pointing in cement sand mortar 1:4	LM	60		
C	500mm x 500mm x 50 pier caps four times weathered and four times throated	NO	21		
D	Supply and fix double gate door size 4000mm x 2400mm high with pedestrian door including all necessary ironmongery as per architect	NO	1		
E	Prepare and apply 3 coats of emulsion paint to wall surfaces	SM	144		
	CABRO PAVING				
F	Prepare existing surface to reduced levels not exceeding 100mm deep from existing ground level to falls and cross falls and compact by an approved roller and cart away surplus materials	SM	450		
G	Supply, and appropriately spread quarry dust blinding not exceeding 50mm thick and prepare surface to receive cabro pavings (ms)	SM	450		
H	Insecticide treatment to blinded surfaces with an approved persistent herbicide in accordance with manufacturers specifications	SM	450		
I	Provide and lay to falls 60mm heavy duty interlocking pre- cast concrete paving blocks with (minimum strength of 50N per square mm to BS 6717 part 1 of 1986 including surface vibration with an approved plate compactor	SM	450		
J	Provide road kerbs and all associated haunching, mouldings and accessories	LM	60		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
	ROOFING WORKS				
A	Remove existing roof sheet cover and keep as directed by client	ITEM			
B	Remove existing damaged ceiling boards	ITEM			
	Supply and Fix the following three (3) metres above ground level				
C	Repair existing mang'olore clay roof tiles to match existing	ITEM			
	Ceiling				
D	Supply and fix 12mm soft board ceiling nailed to existing timber branding	SM	60		
E	Prepare and apply three coats to soffits of ceiling boards	SM	350		
F	150 x 200 wide box shaped galvanized pressed steel gutter gauge 16 well supported and placed with a slope and a down pipe placed at the end to transfer water to the ground.	LM	60		
G	Prepare and Spray paint both internal and external surfaces of Private Letter Boxes with fast dry paint (QAD) Posta colours as directed by the client	SET	5		
H	Numbering of both Internally and externally sides of boxes with appropriate stencil as directed by the client on site	SET	5		
	IRONMONGERY				
I	Supply and fix the following ironmongery with matching screws all as per specified catalogue;				
J	3-lever Mortise lock ; 'LEB-270' complete with a pair of polished brass handles ref. LP 404	NO	7		
K	2-lever ditto	NO	2		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Heavy duty Door closer Union catalogue No. 8747/194 with closing speed control latch action.	NO	7		
	PAINTING AND DECORATIONS				
	Prepare and apply three coats clear polyurethane varnish on woodwork				
B	General surfaces	SM	180		
	Prepare and apply 3 coats of silk vinyl to plastered:-				
C	Internal surfaces	SM	665		
D	External surfaces	SM	480		
E	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	64		
F	Ditto timber surfaces	SM	40		
G	900mm high balustrade comprising of 50mm diameter hand rail, 50mm diameter bottom rail 18mm diameter infill balusters spaced at 150mm centres	LM	20		
	PLUMBING & DRAINAGE INSTALLATION				
	Internal Plumbing and Drainage				
	Note: The rates inserted should include for				
	(i) Fixing complete with all necessary cuttings and jointing along the running lengths, waste, shorts and support.				
	(ii) Forming chases mortice holes in walls and concrete structures including making good surfaces				
	Supply and fix in position the following sanitary appliances including hacking wall to in order to fix and make good all disturbed area				
H	Remove existing WC keep as directed and make good all disturbed areas	ITEM			

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Ditto WHB	NO	1		
B	Supply and fix in position the following sanitary appliances including hacking wall to in order to fix and make good all disturbed area				
C	Wash Hand Basin	NO	2		
D	Arsian WC	NO	5		
E	Ordinary WC	NO	2		
C	WHB waste 11/4"	NO	2		
D	Bottle trap 11/4"	NO	2		
E	Angle valve "docol"	NO	8		
F	Pressuried Flex tube 2ft	NO	8		
G	Hand drier	NO	2		
H	Magic connector 4"	NO	8		
I	Top flush Cistern	NO	8		
J	Indicator door locks 'Engaged/ Vacant'	NO	8		
K	Mirrow size 1200mm x 400mm	NO	1		
	ELECTRICAL INSTALLATION				
	Supply and fix the following electrical fittings				
I	4Ft LED Fitting complete with tube and all accessories	NO	10		
J	Double metallic Pole 13A Socket	NO	6		
K	Single metallic Pole15A Socket	NO	10		
L	2 GANG 2 WAY Switch	NO	1		

M	1 WAY Switch CARRIED FORWARD	NO	5		
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Single Core 1.5 sq.mm	LM	50		
	FURNITURE				
	Supply the following furniture to detail				
	Supply rectangular office table made of engineered Wood with laminate finish 25mm thick with cable Management cut with plastic cover, with three no. drawers compete with drawer keys				
	Size 1500mm long x 700mm high x 750mm width	NO	5		
C	Counter stools made of mild steel or powder coated metal	NO	3		
D	Office chairs made of mild steel or powder coated metal with seats and backrest cushioned with high density polyurethane foam	NO	3		
E	Office Steel cabinets made from galvanized steel sheets with four drawers Size 132mm x 38mm x 71mm	NO	3		
F	Ditto size 71mm x 38mm x 71mm	NO	3		
	BRANDING				
G	Supply and fix backlight branding with POSTA colours, Posta LOGO, Name of Office, and Post Office Code size 3000mm x 500mm	No.	2		
	WALL CLOCK				
H	Supply and fix circlar wall clock 300mm diameter	No.	2		
	NOTICE BOARDS				
I	Supply and fix a modern Notice Board size 1800mm x 1200mm	No.	2		

	CARRIED TO SUMMARY PAGE				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
A	PRIME COSTS (PC) & PROVISIONAL SUMS (PS) Provide a Prime Cost of Kenya Shillings Thirty Thousand for obtaining County Government permit				
B	Allow for a Provisional Sum of Kenya Shillings Two Hundred Thousand (Kshs. 200,000)for Contingencies Carried to Summary Page	ITEM			
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	SUMMARY PAGE PRELIMINARIES REFURBISHMENT WORKS AS DETAILED TOTAL PRIME COSTS & PROVISIONAL SUMS SUB - TOTAL AMOUNT ADD 16% VAT Total (To be transferred to Summary Table)				

6.2.4 DADAAB POST OFFICE

Item	Description	Kshs	Cts
A.	<p><u>GENERAL MATTERS</u></p> <p><u>SUFFICIENCY OF TENDER</u></p> <p>The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced 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 and maintenance of the works.</p>		
B.	<p><u>STAMP CHARGES</u></p> <p>The contractor shall allow for the payment of all stamp charges in connection with the surety bond.</p>		
C.	<p><u>DEFINITIONS AND ABBREVIATIONS</u></p> <p>Terms used in this Bills of Quantities shall be interpreted as follows:-</p> <p>Approved" Shall mean approved by the Architect</p> <p>As directed " Shall mean as directed by the Architect.</p> <p>B.S" Shall mean the current British Standard specification published by the British Standards Institution, 2 Park Street, London, W.I. England</p> <p>CM Shall mean cubic Metres</p> <p>SM shall mean Square Metres</p> <p>LM Shall mean Linear metres</p> <p>mm Shall mean Millimetres</p> <p>KG Shall mean Kilogrammes</p> <p>No Shall mean numbers</p>		
D.	<p><u>FIGURED DIMENSIONS</u></p> <p>Figured dimensions are to be followed in preference to dimensions scaled from the drawings; but whenever possible dimensions are to be taken on the site or from the Buildings. Before any work is commenced by sub-contractors or specialists firms, dimensions must be checked on the site and/or buildings and agreed with the contractor, irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.</p> <p>Carried to collection Kshs</p>		

Item	Description	Kshs	Cts
A.	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>PROVISIONAL WORK</u></p> <p>All “provisional” and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measurement, the Contractor shall give notice to the Quantity Surveyor. If the contractor makes default in this respect he shall if the Architect so directs, Uncover the work at his own expense to enable the measurements be taken.</p>		
B.	<p><u>PLANT, TOOLS AND SCAFFOLDING</u></p> <p>The contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the works and shall remove same on completion.</p> <p>The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works, including sub-contract works, provide special scaffolding as and when required during the Works and remove on completion and make good.</p> <p>Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guard-rails to approval.</p> <p>All such plant, tools and scaffolding shall comply with all regulations whether general or local, in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.</p> <p>Scaffolding is not measured hereinafter and the Contractor must allow here or in his rates for the above if applicable.</p>		
C.	<p><u>HOARDING</u></p> <p>The contractor shall enclose the site with hording with opening and gate as required. The hording shall be 2500mm high constructed with timber to approval and covered with galvanised iron corrugated sheets painted to approval</p>		
D	<p><u>PROGRESS CHART</u></p> <p>The contractor shall upon receiving instructions to proceed with the work, draw up a time and progress schedule setting out the order in which the works are to be carried out with the appropriate dates thereof. This time and progress schedule is to be agreed with the architect and no deviations from the order set out in this schedule will be permitted without the written consent of the architect. The main contractor will be responsible for arranging the above programme with all sub-contractors including the nominated sub-contractors and nominated suppliers.</p>		
	Carried to collection Kshs		

Item	Description	. Kshs	Cts
A.	<p><u>EXISTING SERVICES</u></p> <p>Prior to commencement of any work, the contractor is to ascertain from the relevant authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant authority and shall be made good to their satisfaction at the Contractor's expenses.</p>		
B.	<p><u>TRANSPORT TO AND FROM THE SITE</u></p> <p>The Contractor shall include in his prices for the transport of materials, workmen, etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the Authorities.</p>		
C.	<p><u>PUBLIC AND PRIVATE ROADS, PAVEMENTS ETC</u></p> <p>The Contractor will be required to make good, at his own expense, any damage he may cause to the present road surfaces and pavements within or beyond the boundary of the site, during the period of the Works. In particular, all existing trees, shrubs, plants, etc., which may be destroyed or damaged during the progress of the Works are to be made good by the Contractor to the approval of the Architect.</p>		
D.	<p><u>POLICE REGULATIONS</u></p> <p>The contractor is to allow for complying with all instructions and regulations of the Police Authorities.</p>		
E.	<p><u>CONTRACTORS SUPERINTENDENCE</u></p> <p>The contractor shall constantly keep on the Works a literate English speaking agent or representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. Such agent or representative shall receive on behalf of the contractor, directions and instructions from the Architect and such directions and instructions shall be deemed to have been given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Architect.</p>		
F.	<p><u>SIGN FOR MATERIALS SUPPLIED</u></p> <p>The contractor will be required to sign for all materials supplied by the employer at the time of taking delivery thereof, as having received them in good order and condition and will thereafter be responsible for any loss or damage of materials which will be supplied by the employer at current market prices including Customs Duty, VAT and all government taxes all at the contractors own cost and expenses to the satisfaction of the employer.</p>		
Carried to collection Kshs.			

Item	Description	.	Kshs	Cts
A.	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>CONTRACTORS SUPERITENDENCE (CONT)</u></p> <p>It is to be a specific condition of this Contract that the successful tenderer shall provide on the site throughout the period up to the date for practical completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the drawings, and shall ensure that upon any termination of employment, a suitable replacement is found.</p> <p>Before the Tenderers offer is accepted the Architect will personally interview the Contractor's proposed representative. A curriculum vitae of past experience and qualifications must be provided for the Architect's scrutiny.</p> <p>The Architect's decision will be final regarding the suitability of the proposed representative.</p> <p><u>WATER</u></p> <p>All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension.</p> <p>The contractor shall provide at his own risk and cost all water for use in connection with the Works (including the work of sub-contractors). The contractor shall provide at his own expense all temporary distribution pipes, storage tanks, meters, etc., and he shall clear away same upon completion of the Works.</p> <p><u>LIGHTING AND POWER</u></p> <p>The contractor shall provide at his own risk and cost all artificial lighting and power for use on the works, including all sub-contractors and specialists requirements and including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.</p> <p><u>SAFETY</u></p> <p>The Contractor shall comply at all times with the requirements of the Factory Act (Cap 514) Building Construction Rules, Supplement 18, Legal Notice No. 40 dated 5th April, 1984 and ensure that the safety of his workpeople and authorized visitors to the site is protected at all times. In particular, there shall be proper provision of planked footways and guard-rails to scaffolding etc., protection against falling materials and tools and the site shall be kept tidy and clear of dangerous rubbish.</p>			

	Carried to collection Kshs.	
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Item	Description	Kshs.	Cts
	<p><u>GENERAL MATTES (CONT'D)</u></p> <p><u>SAFETY (CONT'D)</u></p> <p>The contractor shall appoint a Safety Officer as required by the Factory Act and notify the Factory Inspector of his name. The Safety officer shall be on site at all times and all directions given by the Architect to the Safety Officer shall be deemed to be Architect's Instructions, and shall be complied with promptly without additional cost to the contract. The Architect shall be empowered to suspend work on the Site should he consider these conditions are not being observed, and no claim arising from such a suspension will be allowed.</p>		
A.	<p><u>PROTECTIVE CLOTHING</u></p> <p>The contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, overalls, etc., according to the type of work. The contractor shall ensure that safety helmets are worn by all staff on site at all times.</p> <p><u>MATERIALS AND WORKMANSHIP</u></p> <p><u>GENERALLY</u></p> <p>All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.</p> <p>All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standards Institution Specification current at the date of Tender. 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 such materials are on site when required for use in the works.</p> <p>The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.</p> <p>The works throughout shall be executed by skilled workmen well versed in their respective trades.</p>		

	Carried to collection Kshs		
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Item	Description	Kshs	Cts
A.	<p><u>MATERIALS AND WORKMANSHIP (CONT)</u></p> <p><u>REJECTED WORKMANSHIP OR MATERIALS</u></p> <p>Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must immediately be removed from the site and replaced at the Contractor's expenses, as required.</p>		
B.	<p><u>PROPRIETARY MATERIALS</u></p> <p>Where proprietary materials are specified herein-after the Contractor may propose the use of materials of other manufacture but equal quality for approval by the Architect.</p> <p>All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used or fixed strictly in accordance with their instructions.</p>		

C.	<p><u>CONCRETE TESTS</u></p> <p>Concrete test cubes, i.e. per set of three as later described, including testing fee, labour and materials, making moulds, transport and handling etc</p> <p>Successful tests only (Provisional) set of three No. 12 @ Kshs-----</p> <p>(Tenderer must insert rate and extend)</p>	
D.	<p><u>TEMPORARY WORKS</u></p> <p><u>OFFICE AND SHEDS</u></p> <p>The Contractor shall erect and maintain temporary office accommodation for his own use and ample temporary watertight sheds for the proper storage and protection of materials and for the use of artisans and remove when ordered. Floors of sheds shall be at least 150mm above ground level.</p>	
E.	<p><u>SANITATION</u></p> <p>The Contractor shall provide the necessary latrines for his staff and workmen to the requirements and satisfaction of the Health authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.</p>	

Carried to collection Kshs

Item	Description	Kshs	Cts
A.	<p><u>OFFICES AND SERVICES FOR THE ARCHITECT</u></p> <p>The contractor shall provide, erect and maintain where directed on the site, an approved weather and sun-proof lock-up office for the sole use of the Architect and his representatives with a total floor area of not less than 20 square metres. The office shall be constructed with stone, concrete or Timber and the walls and ceilings internally lined with soft board. Glazed windows of not less than 1.5 square metres and a stout door with lock and fastenings shall be provided and the office furnished with wooden stools, tables and chairs and drawing table along the full length of one side, complete with drawers of sufficient size to carry the drawings laid flat. The contractor shall also provide, erect and maintain a lock-up European type latrine for the sole use of the Architect and his representatives and to the satisfaction of the Local Authorities and shall provide the services of a sweeper, pay all charges and keep both</p>		

	<p>office and latrine in a clean and sanitary condition during the whole period of the Works. The office and latrine shall be removed on completion. The contractor shall keep on site and maintain in good condition one dumpy or quickest level and levelling staff and one 30 metre steel tape for the use of the Architect and his representatives.</p>		
B.	<p><u>EXISTING AND ADJACENT PROPERTY</u></p> <p>The site is located within a busy shopping centre with operating business and the contractor will have been deemed to have visited the site to ascertain the working conditions; The contractor must take all necessary steps to safeguard existing and adjacent property, make good at his own expense any damage to persons or property caused thereon, and hold the Employer indemnified against any such claim arising. The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these Works. He must reinstate all damages at his own expenses and indemnify the Employer against any loss.</p> <p>The contractor must take such steps and exercise such care and diligence as to minimize nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property. In particular the contractor will be required to protect his works with dust proof material to prevent dust interfering with adjacent business.</p>		
C.	<p><u>WATCHING AND LIGHTING</u></p> <p>The contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, plant and materials against damage and theft.</p>		
D.	<p><u>SAMPLES</u></p> <p>The contractor shall furnish at the earliest possible opportunity at his own cost any samples of materials or workmanship that may be called for by the architect for his approval or rejection and any further samples in case of rejection, until such samples are approved. Such samples when approved shall be the minimum standard for the work to which they apply.</p>		
Carried to collection Kshs			

Item	Description	Kshs	Cts
A.	<p><u>TEMPORARY ROADS</u></p> <p>The contractor shall provide where directed all temporary access roads, tracks and paths necessary for the execution of the works, including making good when no longer required.</p>		
B.	<p><u>SIGNBOARD</u></p> <p>The main contractor shall apply and obtain permission from the City Council and prepare and fix on site a signboard and lettering on same for the display of the main contractor and Sub-contractors' names. Same shall be of an approved size with the</p>		

Employers name printed thereon. The Architect's, Quantity Surveyors and other Consultants names shall be printed in 50mm letters all to the Architect's design and approval. The approval plan number and NEMA approval number shall be printed thereon. No other signboard or advertising will be permitted. The signboard shall be well maintained throughout the construction Period and removed upon completion of the works. The contractor shall pay for all the charges and expenses in connection with the above.

NOMINATED SUB-CONTRACTORS AND SUPPLIERS
(See also under FORM OF CONTRACT Clauses 31.0 and 32.0)

C. NOMINATED SUB-CONTRACTORS

The contractor shall be responsible for Nominated Sub-Contractors in every respect and in particular it shall be the contractor's responsibility to ensure that each sub-contractor commences and completes the work in such manner and is ready on the Site with his materials, labour and special plant at such times so as to conform with the progress Schedule, as specified previously, and to ensure satisfactory progress.

The contractor shall also accept liability for and bear the cost of General Attendance on Nominated Sub-contractors which shall be deemed to include for:-

Allowing the use of standing scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant sub-contractors works are complete and removal of all scaffolding on completion. Providing space for office accommodation, and for storage of plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, and lighting, and clearing away all rubbish.

The items for "General Attendance" given herein-after following Prime Cost sums in respect of sub-contractors work shall be deemed to include all the above.

The contractor shall also accept liability for and bear the cost of Special Attendance on Nominated sub-contractors which shall include for one or more of the following:

Unloading, storing, hoisting, and placing in position, providing power, provision of special scaffolding

The items for "Special Attendance" given herein-after following Prime Cost sums shall include any one or more of the above items as set out in the particular reference. Cutting away for and making good after the work of sub-contractors as may be required will be measured and valued separately by the Quantity Surveyor

Carried to collection Kshs

Item	Description	Kshs	Cts
A.	<p><u>NOMINATED SUPPLIERS</u></p> <p>The cost of "Fix Only" materials to be obtained from Nominated Suppliers which are covered by prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been</p>		

received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described.

Before placing any orders with Nominated sub-Contractors or Nominated Suppliers the contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of contract and the Progress Schedule.

B. **PRIME COST RATES**

Where descriptions of items include a Prime Cost rate per unit this rate is to cover the net supply cost of the unit only. The Contractor's price must include for the cost of the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads.

The actual net cost per unit will be adjusted within the Final Account against the prime Cost rate stated.

C. **PROTECTION AND CLEANING**

PROTECTION

The Contractor shall cover and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of sub-contractors, etc., to the satisfaction of the Architect until the completion of the Contract, and carefully preserve all trees or bushes on or near the site.

CLEANING

The Contractor shall, upon completion of the Works, at his own expense, remove and clear way all surplus excavated materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of temporary access roads, offices, shed, camps, etc. Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains. He shall also, at the discretion of the Architect, remove all rubbish and dirt as it accumulates. The Contractor is to find own dump and shall pay all charges in connection therewith.

Carried to collection Kshs

Item	Description	Kshs	Cts
A.	<u>TRAINING LEVY</u> The Contractor's attention is drawn to Legal Notice 237 of October, 1971, which requires payment by the contractor of Training Levy on all contracts of more than		

B	<p>Kshs 50,000/= in value and his Tender shall include for all cost arising or resulting thereof.</p> <p><u>STANDARD LEVY</u> The Contractor's attention is drawn to Legal Notice No. 267 of 22nd June, 1990 which requires payment by the Contractor of Standard levy. His tender must include for all costs arising or resulting thereof</p>	
C	<p><u>VALUE ADDED TAX</u></p> <p>The Contractor shall comply with the VAT ACT Cap 476 Laws of Kenya which requires that Value Added Tax shall be charged on the value added in Provision of building services. The Contractor is advised that the pricing of their rates should be <u>Inclusive</u> of V.A.T. on inputs. The amount of V.A.T shall be assumed to be at the current statutory rate applicable at the time of tendering.</p>	
D	<p><u>NATIONAL CONSTRUCTION AUTHORITY</u></p> <p>The Contractor's attention is drawn to section 31 of the National Construction Authority Act which provides for imposition of the national construction levy payable to the Authority not exceeding 0.5% of the value of any contract whose value exceeds five million shillings. The tenderer should therefore take this into consideration when pricing this tender. His tender sum must therefore include for all costs arising or resulting thereof.</p>	
	<p>Carried to collection Kshs</p>	

Item	Description	Kshs	Cts
	<p><u>SITE ATTENDANCE</u></p> <p>Allow ...% for site office for contract attendance and profits for inspection and all necessary statutory bodies</p>		
	Carried to collection Kshs		

Item	Description	Kshs
	<p><u>COLLECTION</u></p> <p>Brought forward from Page No. --</p> <p>Brought forward from Page No. ---</p> <p>Section No. 1, Preliminaries, Carried to Main Summary Kshs.</p>	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	(ALL PROVISIONAL) ELEMENT NO.1				
A	Remove existing roof sheet cover and keep as directed by client	ITEM			
B	Remove existing damaged ceiling boards	ITEM			
	Supply and Fix the following three (3) metres above ground level				
C	Supply and fix Gauge 28 Box Profile colour blue laid with a minimum of 200mm on slope and 100mm minimum in end lap. Iron sheets are nailed on the timber purlins (ms) with help of steel nails (measured net allow for the overlap)	SM	180		
D	Ditto Ridge caps	LM	20		
E	Ditto valleys	LM	5		
	The following trusses to be hoisted between 4.0m and 8.0m high above ground level (Provisional) Pressure impregnated sawn Cypress				
F	100mm x 50mm Rafters	LM	120		
G	50mm x 50mm purlins	LM	180		
H	Ditto brandering	LM	150		
I	250mm x 25mm fascia and verge boards	LM	50		
J	150 x150 wide box shaped galvanized pressed steel gutter gauge 16 well supported and placed with a slope and a down pipe placed at the end to transfer water to the ground.	LM	50		
K	Extra Over for making 75mm diameter holes for downpipes in gutter	NO	2		
L	Ditto for stopped ends	NO	4		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
A	75mm diameter down pipe fixed wall with and including approved wall brackets at 1000mm centres	LM	15		
B	Extra over but for swan neck	NO	4		
C	Ditto but for horse shoe	NO	4		
D	Prepare and apply approved primer to surfaces of gutter and downpipes	SM	10		
	Ceiling				
E	Supply and fix 12mm soft board ceiling nailed to existing timber brandering	SM	50		
	150mm cornice	LM	30		
F	Prepare and apply three coats to soffits of ceiling boards	SM	50		
	SERVICE COUNTERS				
G	Service counters 2600mm long comprising of two cubicals; 200mm thick masonry wall 1000mm high plastered and painted on both sides including, 2600mm long x 1500mm high Aluminium frame partitions with glass panels 18mm x 450mm wide granite top with upper transaction lower recessed 20mm thick top blockboard anchored with vertical aluminium stands 1000mm high 20mm thick block board sides divisions, shelves with s.s skirting on block boards backing and 150mm mild steel finish 3No. 750mm x 450mm x 250mm deep drawers with knobs and locks at each component with all necessary ironmongery to client's approval and satisfaction	NO	1		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
	Aluminium Partition				
	Supply, assemble and fix powder coated				
	Aluminiu framed partition with opens left for				
	Glazing (ms) and MDF boards including all				
	necessary beadings and rubber as described in the following				
A	100mm x 76mm x 1.2mm thick natural anodized aluminium framing, base piece screwed at bottom and top, grooved to receive glazing (M.S)	LM	25		
B	76mm x 44mm x 1.2mm thick natural anodized framing; horizontal grooved to approval at both top and bottom to receive glazing (ms)	LM	23		
C	76mm x 44mm x 1.2mm thick natural anodized framing; vertical piece grooved to approval at both sides to receive glazing (ms)	LM	26		
	Aluminium beadings				
D	43mm x 20mm x 1.6mm thick beading member riveted to aluminium hollow section frames to receive glass (ms)	LM	40		
E	27.5mm x 17.25mm x 1.5mm thick beading to receive boards (ms)	LM	40		
F	38mm x 38mm x 3.5mm thick angle section beading to glazing (ms)	LM	40		
G	18mm thick MDF boards laminated both sides to partitions	SM	15		
	Aluminium Door				
	Supply and fix Aluminium doors complete with frames stiles beadings with 6mm clear				
	glass (ms) complete with aluminium door lock				
H	Size 900mm x 2400mm high	NO	3		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
	GLAZING Supply and fix the following approved quality glass including fixing and approved quality rubber and including all necessary fixing materials				
A	6mm thick approved pattern clear glass and glazing with approved quality rubber in panels over 0.1 to 0.5 square meters	SM	20		
B	Supply and fix in position louver frames of 8 no. louvers	PRS	4		
C	150mm high 6mm thick louver glasses 750mm long	NO	16		
D	Prepare and Spray paint both internal and external surfaces of Private Letter Boxes with fast dry paint (QAD) Posta colours as directed by the client	SET	1		
E	Numbering of both Internally and externally sides of Boxes with appropriate stencil as directed by the client on site	SET	1		
	PORTABLE FIRE EXTINGUISHERS				
F	Supply 9Kg Portable Dry powder fire extinguisher	NO	1		
G	Supply 9Kg Portable Carbon dioxide fire extinguisher	NO	1		
	IRONMONGERY Supply and fix the following ironmongery with matching screws all as per specified catalogue;				
H	3-lever Mortise lock ; 'LEB-270' complete with a pair of polished brass handles	NO	3		
I	150mm Steel brass Hinges	PRS	5		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
	PAINTING AND DECORATIONS				
	Prepare and apply 3 coats of silk vinyl to plastered:				
A	Internal surfaces	SM	90		
B	External surfaces	SM	120		
C	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	10		
D	Ditto timber surfaces	SM	6		
	Floor Finishes				
E	Hack existing floor to receive 25mm screed (ms)	SM	50		
	Floor screed				
F	25mm thick (1:4) cement sand backing to receive ceramic tiles	SM	50		
	Supply and fix approved 8mm ceramic floor tiles fixed by specialist with and including cement mortar and grouting joints with approved epoxy based grout				
G	300 x 300mm non slip ceramic floor tiles.	SM	50		
H	Ditto 150mm skirting	LM	20		
	ELECTRICAL INSTALLATION				
	Supply and fix the following electrical fittings				
I	4Ft LED Fitting complete with tube and all accessories	NO	4		
J	Double metallic Pole 13A Socket	NO	3		
K	Single metallic Pole15A Socket	NO	5		
L	2 GANG 2 WAY Switch	NO	1		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
A	1 WAY Switch	NO	2		
B	Single Core 1.5 sq.mm	LM	30		
	FURNITURE				
	Supply the following furniture to detail				
	Supply rectangular office table made of engineered Wood with laminate finish 25mm thick with cable Management cut with plastic cover, with three no. drawers compete with drawer keys				
C	Size 1500mm long x 700mm high x 750mm width	NO	2		
D	Counter stools made of mild steel or powder coated metal with seats cushioned with high density polyurethane foam	NO	1		
E	Office chairs made of mild steel or powder coated metal with seats and backrest cushioned with high density polyurethane foam	NO	2		
F	Office Steel cabinets made from galvanized steel sheets with four drawers Size 132mm x 38mm x 71mm	NO	1		
G	Ditto size 71mm x 38mm x 71mm	NO	1		
	BRANDING				
H	Supply and fix backlight branding with POSTA LOGO Name of Office and Post Code Size 2000mm x 500mm	No.	1		
	WALL CLOCK				
I	Supply and fix circular wall clock 300mm diameter	No.	1		
	NOTICE BOARDS				
J	Supply and fix a modern Notice Board size 1800mm x 1200mm	No.	2		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
	PIT LATRINE				
A	Excavate for pit latrine from ground level but not exceeding 1.5m deep	CM	6		
B	Ditto commencing from 1.5m deep but not exceeding 3.0m deep	CM	6		
C	Ditto commencing from 3.0m deep but not exceeding 4.5m deep	CM	6		
D	Ditto commencing from 4.5m deep but not exceeding 6.0m deep	CM	6		
E	Allow for keeping the whole of excavations free from all water	ITEM			
F	Allow for maintaining and upholding sides of excavations and keeping clear from all fallen materials.	ITEM			
G	Backfill selected material	CM	4		
H	Load and cart away excess material from site	CM	20		
I	150mm thick natural stone sub walling bedded and jointed in cement and sand mortar (1:3) with 20swg x 25mm wide hoop irons in alternate courses	SM	45		
	Damp proof course				
J	3ply bituminous felt or other equal and approved 200mm wide horizontal	LM	12		
K	Steel mesh fabric reinforcement to B.S 4483 Mesh fabric reinforcement ref: A142 weighing 2.22 kgs per square meter	SM	6		
L	Vibrated reinforced concrete Class 20/20 (1:2:4) in: 150mm floor bed	SM	6		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
	SUPER WALLING				
	Machine dressed stone walling and bedded and jointed in cement/ sand (1:3) mortar as described in:				
A	150mm thick walling reinforced with and including 20swq x 25mm wide and hoop iron in every alternate courses	SM	15		
	Supply and fix Gauge 28 Box Profile colour blue laid with a minimum of 200mm on slope and 100mm minimum in end lap. Iron sheets are nailed on the timber purlins (ms) with help of steel nails (Measured net allow for the overlap)	SM	10		
B	75 x 50mm timber Trusses	LM	15		
C	50x 50mm purlins	LM	15		
D	250mm x 25mm fascia and verge boards	LM	50		
	Super Structure works				
	Vibrated Reinforced insitu concrete class 20/20 (1:2:4) as described in:				
E	Ring beam	CM	0.5		
	Flush doors				
F	900 x 2400mm high solid cored flush doors lined with mahogany veeneder both sides hardwood lipped all round with fanlight	NO	2		
G	Wrot mahogany to door frames and finishes 150x50mm door frame with three labours plugged to wall	LM	15		
H	Ironmongery as per 'union' catalogue or other equal and approved				
I	100mm pressed steel brass hinges	PRS	3		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
A	2 Lever mortice lock ref 2295 complete with brass handles	NO	2		
B	12mm thick plastering(1:4)cement sand mortar to walls	SM	80		
	Prepare and apply 3 coats of silk vinyl to plastered:				
C	Internal surfaces	SM	45		
D	External surfaces	SM	45		
E	Touch up primed surfaces and apply one and finishing coats gloss oil paint on timber surfaces	SM	10		
	Water tank Base Construct water tank base including excavation of base, including 200mm thick wall raised at 450mm above ground level. Size 2000mm diameter	NO	1		
	Water tank Supply and install 5000 Litres capacity cylindrical water tank made of High quality, food-grade polyethylene and UV –stabilized complete with necessary back nut and overflow, tap and all necessary fittings	NO	1		
	BUILD UP WORKS				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	PRIME COSTS (PC) & PROVISIONAL SUMS (PS)				
A	Provide a Prime Cost of Kenya Shillings Twenty Five Thousand for obtaining County Government Permit	ITEM			
B	Provide a Provisional Sum of Kenya Shillings Two Hundred Thousand (200,000) for				

	Contingencies Carried to Summary Page	ITEM			
ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	SUMMARY PAGE Elements Brought Forward General Preliminaries Build Up Works Provisional Costs & Provisional Sums SUB-TOTAL ADD 16% VAT				
	Total (To be transferred to Summary Table)				

6.2.5 MALINDI POST OFFICE

Item	Description	Kshs	Cts
A.	<p><u>GENERAL MATTERS</u></p> <p><u>SUFFICIENCY OF TENDER</u></p> <p>The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced 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 and maintenance of the works.</p>		
B.	<p><u>STAMP CHARGES</u></p> <p>The contractor shall allow for the payment of all stamp charges in connection with the surety bond.</p>		
C.	<p><u>DEFINITIONS AND ABBREVIATIONS</u></p> <p>Terms used in this Bills of Quantities shall be interpreted as follows:-</p> <p>Approved" Shall mean approved by the Architect</p> <p>As directed " Shall mean as directed by the Architect.</p> <p>B.S" Shall mean the current British Standard specification published by the British Standards Institution, 2 Park Street, London, W.I. England</p> <p>CM Shall mean cubic Metres</p> <p>SM shall mean Square Metres</p> <p>LM Shall mean Linear metres</p> <p>mm Shall mean Millimetres</p> <p>KG Shall mean Kilogrammes</p> <p>No Shall mean numbers</p>		
D.	<p><u>FIGURED DIMENSIONS</u></p> <p>Figured dimensions are to be followed in preference to dimensions scaled from the drawings; but whenever possible dimensions are to be taken on the site or from the Buildings. Before any work is commenced by sub-contractors or specialists firms, dimensions must be checked on the site and/or buildings and agreed with the contractor, irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.</p> <p>Carried to collection Kshs</p>		

Item	Description	.	Kshs	Cts
A.	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>PROVISIONAL WORK</u></p> <p>All “provisional” and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measurement, the Contractor shall give notice to the Quantity Surveyor. If the contractor makes default in this respect he shall if the Architect so directs, Uncover the work at his own expense to enable the measurements be taken.</p>			
B.	<p><u>PLANT, TOOLS AND SCAFFOLDING</u></p> <p>The contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the works and shall remove same on completion.</p> <p>The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works, including sub-contract works, provide special scaffolding as and when required during the Works and remove on completion and make good.</p> <p>Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guard-rails to approval.</p> <p>All such plant, tools and scaffolding shall comply with all regulations whether general or local, in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.</p> <p>Scaffolding is not measured hereinafter and the Contractor must allow here or in his rates for the above if applicable.</p>			
C.	<p><u>HOARDING</u></p> <p>The contractor shall enclose the site with hording with opening and gate as required. The hording shall be 2500mm high constructed with timber to approval and covered with galvanised iron corrugated sheets painted to approval</p>			
D	<p><u>PROGRESS CHART</u></p> <p>The contractor shall upon receiving instructions to proceed with the work, draw up a time and progress schedule setting out the order in which the works are to be carried out with the appropriate dates thereof. This time and progress schedule is to be agreed with the architect and no deviations from the order set out in this schedule will be permitted without the written consent of the architect. The main contractor will be responsible for arranging the above programme with all sub-contractors including the nominated sub-contractors and nominated suppliers.</p>			
	Carried to collection	Kshs		

Item	Description	Kshs	Cts
A.	<p><u>EXISTING SERVICES</u></p> <p>Prior to commencement of any work, the contractor is to ascertain from the relevant authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant authority and shall be made good to their satisfaction at the Contractor's expenses.</p>		
B.	<p><u>TRANSPORT TO AND FROM THE SITE</u></p> <p>The Contractor shall include in his prices for the transport of materials, workmen, etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the Authorities.</p>		
C.	<p><u>PUBLIC AND PRIVATE ROADS, PAVEMENTS ETC</u></p> <p>The Contractor will be required to make good, at his own expense, any damage he may cause to the present road surfaces and pavements within or beyond the boundary of the site, during the period of the Works. In particular, all existing trees, shrubs, plants, etc., which may be destroyed or damaged during the progress of the Works are to be made good by the Contractor to the approval of the Architect.</p>		
D.	<p><u>POLICE REGULATIONS</u></p> <p>The contractor is to allow for complying with all instructions and regulations of the Police Authorities.</p>		
E.	<p><u>CONTRACTORS SUPERINTENDENCE</u></p> <p>The contractor shall constantly keep on the Works a literate English speaking agent or representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. Such agent or representative shall receive on behalf of the contractor, directions and instructions from the Architect and such directions and instructions shall be deemed to have been given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Architect.</p>		
F.	<p><u>SIGN FOR MATERIALS SUPPLIED</u></p> <p>The contractor will be required to sign for all materials supplied by the employer at the time of taking delivery thereof, as having received them in good order and condition and will thereafter be responsible for any loss or damage of materials which will be supplied by the employer at current market prices including Customs Duty, VAT and all government taxes all at the contractors own cost and expenses to the satisfaction of the employer.</p>		
Carried to collection Kshs.			

Item	Description	.	Kshs	Cts
A.	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>CONTRACTORS SUPERITENDENCE (CONT)</u></p> <p>It is to be a specific condition of this Contract that the successful tenderer shall provide on the site throughout the period up to the date for practical completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the drawings, and shall ensure that upon any termination of employment, a suitable replacement is found.</p> <p>Before the Tenderers offer is accepted the Architect will personally interview the Contractor's proposed representative. A curriculum vitae of past experience and qualifications must be provided for the Architect's scrutiny.</p> <p>The Architect's decision will be final regarding the suitability of the proposed representative.</p> <p><u>WATER</u></p> <p>All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension.</p> <p>The contractor shall provide at his own risk and cost all water for use in connection with the Works (including the work of sub-contractors). The contractor shall provide at his own expense all temporary distribution pipes, storage tanks, meters, etc., and he shall clear away same upon completion of the Works.</p> <p><u>LIGHTING AND POWER</u></p> <p>The contractor shall provide at his own risk and cost all artificial lighting and power for use on the works, including all sub-contractors and specialists requirements and including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.</p> <p><u>SAFETY</u></p> <p>The Contractor shall comply at all times with the requirements of the Factory Act (Cap 514) Building Construction Rules, Supplement 18, Legal Notice No. 40 dated 5th April, 1984 and ensure that the safety of his workpeople and authorized visitors to the site is protected at all times. In particular, there shall be proper provision of planked footways and guard-rails to scaffolding etc., protection against falling materials and tools and the site shall be kept tidy and clear of dangerous rubbish.</p>			

	Carried to collection Kshs.	
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Item	Description	Kshs.	Cts
	<p><u>GENERAL MATTES (CONT'D)</u></p> <p><u>SAFETY (CONT'D)</u></p> <p>The contractor shall appoint a Safety Officer as required by the Factory Act and notify the Factory Inspector of his name. The Safety officer shall be on site at all times and all directions given by the Architect to the Safety Officer shall be deemed to be Architect's Instructions, and shall be complied with promptly without additional cost to the contract. The Architect shall be empowered to suspend work on the Site should he consider these conditions are not being observed, and no claim arising from such a suspension will be allowed.</p>		
A.	<p><u>PROTECTIVE CLOTHING</u></p> <p>The contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, overalls, etc., according to the type of work. The contractor shall ensure that safety helmets are worn by all staff on site at all times.</p> <p><u>MATERIALS AND WORKMANSHIP</u></p> <p><u>GENERALLY</u></p> <p>All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.</p> <p>All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standards Institution Specification current at the date of Tender. 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 such materials are on site when required for use in the works.</p> <p>The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.</p> <p>The works throughout shall be executed by skilled workmen well versed in their respective trades.</p>		

	Carried to collection Kshs		
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Item	Description	Kshs	Cts
A.	<p><u>MATERIALS AND WORKMANSHIP (CONT)</u></p> <p><u>REJECTED WORKMANSHIP OR MATERIALS</u></p> <p>Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must immediately be removed from the site and replaced at the Contractor's expenses, as required.</p>		
B.	<p><u>PROPRIETARY MATERIALS</u></p> <p>Where proprietary materials are specified herein-after the Contractor may propose the use of materials of other manufacture but equal quality for approval by the Architect.</p> <p>All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used or fixed strictly in accordance with their instructions.</p>		

C.	<p><u>CONCRETE TESTS</u></p> <p>Concrete test cubes, i.e. per set of three as later described, including testing fee, labour and materials, making moulds, transport and handling etc</p> <p>Successful tests only (Provisional) set of three No. 12 @ Kshs-----</p> <p>(Tenderer must insert rate and extend)</p>	
D.	<u>OFFICE AND SHEDS</u>	
E.	<p>The Contractor shall erect and maintain temporary office accommodation for his own use and ample temporary watertight sheds for the proper storage and protection of materials and for the use of artisans and remove when ordered. Floors of sheds shall be at least 150mm above ground level.</p>	

Carried to collection Kshs

Item	Description	Kshs	Cts
A.	<p><u>OFFICES AND SERVICES FOR THE ARCHITECT</u></p> <p>The contractor shall provide, erect and maintain where directed on the site, an approved weather and sun-proof lock-up office for the sole use of the Architect and his representatives with a total floor area of not less than 20 square metres. The office shall be constructed with stone, concrete or Timber and the walls and ceilings internally lined with soft board. Glazed windows of not less than 1.5 square metres and a stout door with lock and fastenings shall be provided and the office furnished with wooden stools, tables and chairs and drawing table along the full length of one side, complete with drawers of sufficient size to carry the drawings laid flat. The contractor shall also provide, erect and maintain a lock-up European type latrine for the sole use of the Architect and his representatives and to the satisfaction of the Local Authorities and shall provide the services of a sweeper, pay all charges and keep both</p>		

	<p>office and latrine in a clean and sanitary condition during the whole period of the Works. The office and latrine shall be removed on completion. The contractor shall keep on site and maintain in good condition one dumpy or quickest level and levelling staff and one 30 metre steel tape for the use of the Architect and his representatives.</p>		
B.	<p><u>EXISTING AND ADJACENT PROPERTY</u></p> <p>The site is located within a busy shopping centre with operating business and the contractor will have been deemed to have visited the site to ascertain the working conditions; The contractor must take all necessary steps to safeguard existing and adjacent property, make good at his own expense any damage to persons or property caused thereon, and hold the Employer indemnified against any such claim arising. The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these Works. He must reinstate all damages at his own expenses and indemnify the Employer against any loss.</p> <p>The contractor must take such steps and exercise such care and diligence as to minimize nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property. In particular the contractor will be required to protect his works with dust proof material to prevent dust interfering with adjacent business.</p>		
C.	<p><u>WATCHING AND LIGHTING</u></p> <p>The contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, plant and materials against damage and theft.</p>		
D.	<p><u>SAMPLES</u></p> <p>The contractor shall furnish at the earliest possible opportunity at his own cost any samples of materials or workmanship that may be called for by the architect for his approval or rejection and any further samples in case of rejection, until such samples are approved. Such samples when approved shall be the minimum standard for the work to which they apply.</p>		
Carried to collection Kshs			

Item	Description	Kshs	Cts
A.	<p><u>TEMPORARY ROADS</u></p> <p>The contractor shall provide where directed all temporary access roads, tracks and paths necessary for the execution of the works, including making good when no longer required.</p>		
B.	<p><u>SIGNBOARD</u></p> <p>The main contractor shall apply and obtain permission from the City Council and prepare and fix on site a signboard and lettering on same for the display of the main contractor and Sub-contractors' names. Same shall be of an approved size with the</p>		

Employers name printed thereon. The Architect's, Quantity Surveyors and other Consultants names shall be printed in 50mm letters all to the Architect's design and approval. The approval plan number and NEMA approval number shall be printed thereon. No other signboard or advertising will be permitted. The signboard shall be well maintained throughout the construction Period and removed upon completion of the works. The contractor shall pay for all the charges and expenses in connection with the above.

NOMINATED SUB-CONTRACTORS AND SUPPLIERS
(See also under FORM OF CONTRACT Clauses 31.0 and 32.0)

C. NOMINATED SUB-CONTRACTORS

The contractor shall be responsible for Nominated Sub-Contractors in every respect and in particular it shall be the contractor's responsibility to ensure that each sub-contractor commences and completes the work in such manner and is ready on the Site with his materials, labour and special plant at such times so as to conform with the progress Schedule, as specified previously, and to ensure satisfactory progress.

The contractor shall also accept liability for and bear the cost of General Attendance on Nominated Sub-contractors which shall be deemed to include for:-

Allowing the use of standing scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant sub-contractors works are complete and removal of all scaffolding on completion. Providing space for office accommodation, and for storage of plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, and lighting, and clearing away all rubbish.

The items for "General Attendance" given herein-after following Prime Cost sums in respect of sub-contractors work shall be deemed to include all the above.

The contractor shall also accept liability for and bear the cost of Special Attendance on Nominated sub-contractors which shall include for one or more of the following:

Unloading, storing, hoisting, and placing in position, providing power, provision of special scaffolding

The items for "Special Attendance" given herein-after following Prime Cost sums shall include any one or more of the above items as set out in the particular reference. Cutting away for and making good after the work of sub-contractors as may be required will be measured and valued separately by the Quantity Surveyor

Carried to collection Kshs

Item	Description	Kshs	Cts
A.	<p><u>NOMINATED SUPPLIERS</u></p> <p>The cost of "Fix Only" materials to be obtained from Nominated Suppliers which are covered by prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been</p>		

received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described.

Before placing any orders with Nominated sub-Contractors or Nominated Suppliers the contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of contract and the Progress Schedule.

B. **PRIME COST RATES**

Where descriptions of items include a Prime Cost rate per unit this rate is to cover the net supply cost of the unit only. The Contractor's price must include for the cost of the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads.

The actual net cost per unit will be adjusted within the Final Account against the prime Cost rate stated.

C. **PROTECTION AND CLEANING**

PROTECTION

The Contractor shall cover and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of sub-contractors, etc., to the satisfaction of the Architect until the completion of the Contract, and carefully preserve all trees or bushes on or near the site.

CLEANING

The Contractor shall, upon completion of the Works, at his own expense, remove and clear way all surplus excavated materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of temporary access roads, offices, shed, camps, etc. Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains. He shall also, at the discretion of the Architect, remove all rubbish and dirt as it accumulates. The Contractor is to find own dump and shall pay all charges in connection therewith.

Carried to collection Kshs

Item	Description	Kshs	Cts
A.	<u>TRAINING LEVY</u> The Contractor's attention is drawn to Legal Notice 237 of October, 1971, which requires payment by the contractor of Training Levy on all contracts of more than		

B	<p>Kshs 50,000/= in value and his Tender shall include for all cost arising or resulting thereof.</p> <p><u>STANDARD LEVY</u> The Contractor's attention is drawn to Legal Notice No. 267 of 22nd June, 1990 which requires payment by the Contractor of Standard levy. His tender must include for all costs arising or resulting thereof</p>	
C	<p><u>VALUE ADDED TAX</u></p> <p>The Contractor shall comply with the VAT ACT Cap 476 Laws of Kenya which requires that Value Added Tax shall be charged on the value added in Provision of building services. The Contractor is advised that the pricing of their rates should be <u>Inclusive</u> of V.A.T. on inputs. The amount of V.A.T shall be assumed to be at the current statutory rate applicable at the time of tendering.</p>	
D	<p><u>NATIONAL CONSTRUCTION AUTHORITY</u></p> <p>The Contractor's attention is drawn to section 31 of the National Construction Authority Act which provides for imposition of the national construction levy payable to the Authority not exceeding 0.5% of the value of any contract whose value exceeds five million shillings. The tenderer should therefore take this into consideration when pricing this tender. His tender sum must therefore include for all costs arising or resulting thereof.</p>	
	<p>Carried to collection Kshs</p>	

Item	Description	Kshs	Cts
	<p><u>SITE ATTENDANCE</u></p> <p>Allow ...% for site office for contract attendance and profits for inspection and all necessary statutory bodies</p>		
	Carried to collection Kshs		

Item	Description	Kshs
	<p><u>COLLECTION</u></p> <p>Brought forward from Page No. --</p> <p>Brought forward from Page No. ---</p> <p>Section No. 1, Preliminaries, Carried to Main Summary Kshs.</p>	

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	SUB-STRUCTURE WORKS “ALL PROVISIONAL”				
A	Carefully remove existing Asbestos roof cover and dispose in accordance to NEMA guidelines and regulations	SM	580		
	Supply and Fix the following four metres above ground level				
B	Supply and fix Gauge 28 Box Profile colour blue laid with a minimum of 200mm on slope and 100mm minimum in end lap Iron sheets are nailed on the timber purlins (ms) with help of steel nails (Measured net allow for the overlap)	SM	580		
C	Ditto Ridge caps	LM	60		
D	Ditto valleys	LM	15		
	The following trusses to be hoisted between 4.0m and 8.0m high above ground level (Provisional) Pressure impregnated sawn Cypress				
E	100mm x 50mm Rafters	LM	320		
F	75mm x 50mm purlins	LM	455		
G	250mm x 25mm Fascia and Verge boards	LM	110		
H	150 x 200mm wide box shaped galvanized pressed steel gutter gauge 16 welded firmly together	LM	110		
I	Extra Over for making 75mm diameter holes for downpipes in gutter	NO	12		
J	Allow for hacking wall to get way through for down pipe connections.	ITEM			
K	Supply and installation 100mm PVC down pipes including of all sundries/accessories,				

	e.g brackets, sandals, connectors etc CARRIED FORWARD	LM	60		
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Supply and fix 150mm bends	NO	8		
B	Ceiling Supply and fix 12mm soft board ceiling nailed to existing timber branding	SM	360		
	Aluminium Partition				
	Supply, assemble and fix powder coated Aluminium framed partition with opens left for Glazing (ms) and MDF boards including all necessary beadings and rubber as described in the following				
C	100mm x 76mm x 1.2mm thick natural anodized aluminium framing, base piece screwed at bottom and top, grooved to receive glazing (ms)	LM	54		
D	76mm x 44mm x 1.2mm thick natural anodized framing; horizontal grooved to approval at both top and bottom to receive glazing (ms)	LM	25		
E	76mm x 44mm x 1.2mm thick natural anodized framing; vertical piece grooved to approval at both sides to receive glazing (ms)	LM	65		
	Aluminium beadings				
F	43mm x 20mm x 1.6mm thick beading member riveted to aluminium hollow section frames to glass (ms)	LM	90		
G	27.5mm x 17.25mm x 1.5mm thick beading to boards (ms)	LM	90		
H	38mm x 38mm x 3.5mm thick angle section beading to glazing (ms)	LM	50		
I	18mm thick MDF boards laminated both				

	sides to partitions	SM	32		
CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
	Aluminium door				
	Supply and fix Aluminium doors complete with frames stiles headings with 6mm clear glass (ms)				
A	Size 900mm x 2400mm high	NO	4		
	GLAZING				
	Supply and fix the following approved quality glass including fixing and approved quality rubber and including all necessary fixing materials				
B	6mm thick approved pattern clear glass and glazing with approved quality rubber in panels over 0.1 to 0.5 square meters	SM	20		
C	Repair minor works to wall surfaces	ITEM			
D	Repair Main Gate including branding with Posta Logo, Name of Office and office code	NO	1		
	Prepare and apply 3 coats of silk vinyl to plastered surfaces:-				
E	External surfaces	SM	485		
F	Internal surfaces	SM	1245		
G	Prepare and apply three coats to soffits of ceiling boards	SM	280		
G	Ditto soffits of suspended slab	SM	460		
PORTRABLE FIRE EXTINGUISHERS					
H	Supply 9Kg Portable Dry powder fire extinguisher	NO	2		
I	Supply 9Kg Portable Carbon dioxide fire extinguisher	NO	2		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
	ELECTRICAL INSTALLATION				
	Supply and fix the following electrical fittings				
A	4Ft LED Fitting complete with tube and all accessories	NO	20		
B	Double metallic Pole 13A Socket	NO	4		
C	Single metallic Pole15A Socket	NO	5		
D	2 GANG 2 WAY Switch	NO	1		
E	1 WAY Switch	NO	5		
F	Single Core 2.5 sq. mm	LM	120		
	FURNITURE				
	Supply the following furniture to detail				
	Supply rectangular office table made of engineered Wood with laminate finish 25mm thick with cable Management cut with plastic cover, with three no. drawers compete with drawer keys				
G	Size 1500mm long x 700mm high x 750mm width	NO	5		
H	Counter stools made of mild steel or powder coated Metal with seats cushioned with high density polyurethane foam	NO	4		
I	Office chairs made of mild steel or powder coated metal with seats and backrest cushioned with high density polyurethane foam	NO	12		
J	Office Steel cabinets made from galvanized steel sheets with four drawers Size 132mm x 38mm x 71mm	NO	8		
K	Ditto size 71mm x 38mm x 71mm	NO	8		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD BRANDING Supply and fix backlight branding with POSTA colours including Posta Logo, Name of Post Office and Office Post Code Size 3000mm x 500mm	NO	2		
	WALL CLOCK				
A	Supply and fix circular wall clock 300mm diameter	No.	4		
	NOTICE BOARDS				
B	Supply and fix a modern Notice Board size 1800mm x 1200mm	No.	3		
C	Supply and fix in position louver frames of 8 no. louvers	PRS	16		
D	150mm high 6mm thick louver glasses 750mm long	NO	60		
E	Prepare and Spray paint both internal and external surfaces of Private Letter Boxes with fast dry paint (QAD) Posta colours as directed by the client	SET	33		
F	Numbering of both Internally and externally sides of Boxes with appropriate stencil as directed by the client on site	SET	33		
	Flush Doors				
	Solid core flush doors; Finished with scratch proof mahogany laminate; hardwood lipped on all edges and machine pressed to look like framed door; Complete with solid blocking for ironmongery:				
G	Size 900 x 2350mm high	NO	8		

CARRIED FORWARD		UNIT	QTY	RATE	AMOUNT KSHS
ITEM	DESCRIPTION				
	BROUGHT FORWARD				
	IRONMONGERY				
	Supply and fix the following ironmongery with matching screws all as per specified catalogue;				
A	3-lever Mortise lock ; 'LEB-270' complete with a pair of polished brass handles ref. LP 404	NO	4		
B	100mm Pressed steel stainless butt hinges EA. NT 831	PRS	6		
C	Heavy duty Door closer Union catalogue No. 8747/194 with closing speed control latch action.	NO	2		
D	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	70		
E	Ditto timber surfaces	SM	65		
	Supply and fix in position the following sanitary appliances including hacking wall to in order to fix and make good all disturbed area				
F	Pendestral Wash Hand Basin	NO	2		
G	Ceramic cistern	NO	6		
H	Mirrow size 1200mm x 400mm	NO	1		
I	Bottle trap 11/4" x 11/4"	NO	2		
J	Bottle trap 11/2" x 11/2"	NO	1		
K	Pressuried Flex tube 2ft	NO	4		
L	Arabic shower tap	NO	4		
M	Hand drier	NO	2		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Soap dispenser	NO	2		
B	Male and Female door signs	NO	2		
C	Indicator door locks 'Engaged/ Vacant'	NO	4		
CARRIED TO SUMMARY PAGE					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	PRIME COSTS (PC) & PROVISIONAL SUMS (PS)				
A	Provide a Prime Cost of Kenya Shillings Twenty Five Thousand for obtaining County Government Permit	ITEM			
	Provide a Provisional Sum of Kenya Shillings Two Hundred Thousand (Kshs. 200,000) for Contingencies	ITEM			
	Carried to Summary Page				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	SUMMARY PAGE				
	Elements Brought Forward				
	General Preliminaries				
	Build works				
	Prime Costs & Provisional Sums				
	Carried to Main Summary Page				
	16% VAT				
]	Total (To be transferred to Summary Table)				

6.2.6 HOLA POST OFFICE

Item	Description	Kshs	Cts
A.	<p><u>GENERAL MATTERS</u></p> <p><u>SUFFICIENCY OF TENDER</u></p> <p>The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced 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 and maintenance of the works.</p>		
B.	<p><u>STAMP CHARGES</u></p> <p>The contractor shall allow for the payment of all stamp charges in connection with the surety bond.</p>		
C.	<p><u>DEFINITIONS AND ABBREVIATIONS</u></p> <p>Terms used in this Bills of Quantities shall be interpreted as follows:-</p> <p>Approved" Shall mean approved by the Architect</p> <p>As directed " Shall mean as directed by the Architect.</p> <p>B.S" Shall mean the current British Standard specification published by the British Standards Institution, 2 Park Street, London, W.I. England</p> <p>CM Shall mean cubic Metres</p> <p>SM shall mean Square Metres</p> <p>LM Shall mean Linear metres</p> <p>mm Shall mean Millimetres</p> <p>KG Shall mean Kilogrammes</p> <p>No Shall mean numbers</p>		
D.	<p><u>FIGURED DIMENSIONS</u></p> <p>Figured dimensions are to be followed in preference to dimensions scaled from the drawings; but whenever possible dimensions are to be taken on the site or from the Buildings. Before any work is commenced by sub-contractors or specialists firms, dimensions must be checked on the site and/or buildings and agreed with the contractor, irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.</p> <p>Carried to collection Kshs</p>		

Item	Description	.	Kshs	Cts
A.	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>PROVISIONAL WORK</u></p> <p>All “provisional” and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measurement, the Contractor shall give notice to the Quantity Surveyor. If the contractor makes default in this respect he shall if the Architect so directs, Uncover the work at his own expense to enable the measurements be taken.</p>			
B.	<p><u>PLANT, TOOLS AND SCAFFOLDING</u></p> <p>The contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the works and shall remove same on completion.</p> <p>The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works, including sub-contract works, provide special scaffolding as and when required during the Works and remove on completion and make good.</p> <p>Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guard-rails to approval.</p> <p>All such plant, tools and scaffolding shall comply with all regulations whether general or local, in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.</p> <p>Scaffolding is not measured hereinafter and the Contractor must allow here or in his rates for the above if applicable.</p>			
C.	<p><u>HOARDING</u></p> <p>The contractor shall enclose the site with hording with opening and gate as required. The hording shall be 2500mm high constructed with timber to approval and covered with galvanised iron corrugated sheets painted to approval</p>			
D	<p><u>PROGRESS CHART</u></p> <p>The contractor shall upon receiving instructions to proceed with the work, draw up a time and progress schedule setting out the order in which the works are to be carried out with the appropriate dates thereof. This time and progress schedule is to be agreed with the architect and no deviations from the order set out in this schedule will be permitted without the written consent of the architect. The main contractor will be responsible for arranging the above programme with all sub-contractors including the nominated sub-contractors and nominated suppliers.</p>			
	Carried to collection Kshs			

Item	Description	Kshs	Cts
A.	<p><u>EXISTING SERVICES</u></p> <p>Prior to commencement of any work, the contractor is to ascertain from the relevant authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant authority and shall be made good to their satisfaction at the Contractor's expenses.</p>		
B.	<p><u>TRANSPORT TO AND FROM THE SITE</u></p> <p>The Contractor shall include in his prices for the transport of materials, workmen, etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the Authorities.</p>		
C.	<p><u>PUBLIC AND PRIVATE ROADS, PAVEMENTS ETC</u></p> <p>The Contractor will be required to make good, at his own expense, any damage he may cause to the present road surfaces and pavements within or beyond the boundary of the site, during the period of the Works. In particular, all existing trees, shrubs, plants, etc., which may be destroyed or damaged during the progress of the Works are to be made good by the Contractor to the approval of the Architect.</p>		
D.	<p><u>POLICE REGULATIONS</u></p> <p>The contractor is to allow for complying with all instructions and regulations of the Police Authorities.</p>		
E.	<p><u>CONTRACTORS SUPERINTENDENCE</u></p> <p>The contractor shall constantly keep on the Works a literate English speaking agent or representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. Such agent or representative shall receive on behalf of the contractor, directions and instructions from the Architect and such directions and instructions shall be deemed to have been given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Architect.</p>		
F.	<p><u>SIGN FOR MATERIALS SUPPLIED</u></p> <p>The contractor will be required to sign for all materials supplied by the employer at the time of taking delivery thereof, as having received them in good order and condition and will thereafter be responsible for any loss or damage of materials which will be supplied by the employer at current market prices including Customs Duty, VAT and all government taxes all at the contractors own cost and expenses to the satisfaction of the employer.</p>		
Carried to collection Kshs.			

Item	Description	.	Kshs	Cts
A.	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>CONTRACTORS SUPERITENDENCE (CONT)</u></p> <p>It is to be a specific condition of this Contract that the successful tenderer shall provide on the site throughout the period up to the date for practical completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the drawings, and shall ensure that upon any termination of employment, a suitable replacement is found.</p> <p>Before the Tenderers offer is accepted the Architect will personally interview the Contractor's proposed representative. A curriculum vitae of past experience and qualifications must be provided for the Architect's scrutiny.</p> <p>The Architect's decision will be final regarding the suitability of the proposed representative.</p> <p><u>WATER</u></p> <p>All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension.</p> <p>The contractor shall provide at his own risk and cost all water for use in connection with the Works (including the work of sub-contractors). The contractor shall provide at his own expense all temporary distribution pipes, storage tanks, meters, etc., and he shall clear away same upon completion of the Works.</p> <p><u>LIGHTING AND POWER</u></p> <p>The contractor shall provide at his own risk and cost all artificial lighting and power for use on the works, including all sub-contractors and specialists requirements and including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.</p> <p><u>SAFETY</u></p> <p>The Contractor shall comply at all times with the requirements of the Factory Act (Cap 514) Building Construction Rules, Supplement 18, Legal Notice No. 40 dated 5th April, 1984 and ensure that the safety of his workpeople and authorized visitors to the site is protected at all times. In particular, there shall be proper provision of planked footways and guard-rails to scaffolding etc., protection against falling materials and tools and the site shall be kept tidy and clear of dangerous rubbish.</p>			

	Carried to collection Kshs.	
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Item	Description	Kshs.	Cts
	<p><u>GENERAL MATTES (CONT'D)</u></p> <p><u>SAFETY (CONT'D)</u></p> <p>The contractor shall appoint a Safety Officer as required by the Factory Act and notify the Factory Inspector of his name. The Safety officer shall be on site at all times and all directions given by the Architect to the Safety Officer shall be deemed to be Architect's Instructions, and shall be complied with promptly without additional cost to the contract. The Architect shall be empowered to suspend work on the Site should he consider these conditions are not being observed, and no claim arising from such a suspension will be allowed.</p>		
A.	<p><u>PROTECTIVE CLOTHING</u></p> <p>The contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, overalls, etc., according to the type of work. The contractor shall ensure that safety helmets are worn by all staff on site at all times.</p> <p><u>MATERIALS AND WORKMANSHIP</u></p> <p><u>GENERALLY</u></p> <p>All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.</p> <p>All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standards Institution Specification current at the date of Tender. 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 such materials are on site when required for use in the works.</p> <p>The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.</p> <p>The works throughout shall be executed by skilled workmen well versed in their respective trades.</p>		

	Carried to collection Kshs		
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Item	Description	Kshs	Cts
A.	<p><u>MATERIALS AND WORKMANSHIP (CONT)</u></p> <p><u>REJECTED WORKMANSHIP OR MATERIALS</u></p> <p>Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must immediately be removed from the site and replaced at the Contractor's expenses, as required.</p>		
B.	<p><u>PROPRIETARY MATERIALS</u></p> <p>Where proprietary materials are specified herein-after the Contractor may propose the use of materials of other manufacture but equal quality for approval by the Architect.</p> <p>All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used or fixed strictly in accordance with their instructions.</p>		

C.	<p><u>CONCRETE TESTS</u></p> <p>Concrete test cubes, i.e. per set of three as later described, including testing fee, labour and materials, making moulds, transport and handling etc</p> <p>Successful tests only (Provisional) set of three No. 12 @ Kshs-----</p> <p>(Tenderer must insert rate and extend)</p>	
D.	<p><u>TEMPORARY WORKS</u></p> <p><u>OFFICE AND SHEDS</u></p> <p>The Contractor shall erect and maintain temporary office accommodation for his own use and ample temporary watertight sheds for the proper storage and protection of materials and for the use of artisans and remove when ordered. Floors of sheds shall be at least 150mm above ground level.</p>	
E.	<p><u>SANITATION</u></p> <p>The Contractor shall provide the necessary latrines for his staff and workmen to the requirements and satisfaction of the Health authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.</p>	

Carried to collection Kshs

Item	Description	Kshs	Cts
A.	<p><u>OFFICES AND SERVICES FOR THE ARCHITECT</u></p> <p>The contractor shall provide, erect and maintain where directed on the site, an approved weather and sun-proof lock-up office for the sole use of the Architect and his representatives with a total floor area of not less than 20 square metres. The office shall be constructed with stone, concrete or Timber and the walls and ceilings internally lined with soft board. Glazed windows of not less than 1.5 square metres and a stout door with lock and fastenings shall be provided and the office furnished with wooden stools, tables and chairs and drawing table along the full length of one side, complete with drawers of sufficient size to carry the drawings laid flat. The contractor shall also provide, erect and maintain a lock-up European type latrine for the sole use of the Architect and his representatives and to the satisfaction of the Local Authorities and shall provide the services of a sweeper, pay all charges and keep both</p>		

	<p>office and latrine in a clean and sanitary condition during the whole period of the Works. The office and latrine shall be removed on completion. The contractor shall keep on site and maintain in good condition one dumpy or quickest level and levelling staff and one 30 metre steel tape for the use of the Architect and his representatives.</p>		
B.	<p><u>EXISTING AND ADJACENT PROPERTY</u></p> <p>The site is located within a busy shopping centre with operating business and the contractor will have been deemed to have visited the site to ascertain the working conditions; The contractor must take all necessary steps to safeguard existing and adjacent property, make good at his own expense any damage to persons or property caused thereon, and hold the Employer indemnified against any such claim arising. The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these Works. He must reinstate all damages at his own expenses and indemnify the Employer against any loss.</p> <p>The contractor must take such steps and exercise such care and diligence as to minimize nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property. In particular the contractor will be required to protect his works with dust proof material to prevent dust interfering with adjacent business.</p>		
C.	<p><u>WATCHING AND LIGHTING</u></p> <p>The contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, plant and materials against damage and theft.</p>		
D.	<p><u>SAMPLES</u></p> <p>The contractor shall furnish at the earliest possible opportunity at his own cost any samples of materials or workmanship that may be called for by the architect for his approval or rejection and any further samples in case of rejection, until such samples are approved. Such samples when approved shall be the minimum standard for the work to which they apply.</p>		
Carried to collection Kshs			

Item	Description	Kshs	Cts
A.	<p><u>TEMPORARY ROADS</u></p> <p>The contractor shall provide where directed all temporary access roads, tracks and paths necessary for the execution of the works, including making good when no longer required.</p>		
B.	<p><u>SIGNBOARD</u></p> <p>The main contractor shall apply and obtain permission from the City Council and prepare and fix on site a signboard and lettering on same for the display of the main contractor and Sub-contractors' names. Same shall be of an approved size with the</p>		

Employers name printed thereon. The Architect's, Quantity Surveyors and other Consultants names shall be printed in 50mm letters all to the Architect's design and approval. The approval plan number and NEMA approval number shall be printed thereon. No other signboard or advertising will be permitted. The signboard shall be well maintained throughout the construction Period and removed upon completion of the works. The contractor shall pay for all the charges and expenses in connection with the above.

NOMINATED SUB-CONTRACTORS AND SUPPLIERS
(See also under FORM OF CONTRACT Clauses 31.0 and 32.0)

C. NOMINATED SUB-CONTRACTORS

The contractor shall be responsible for Nominated Sub-Contractors in every respect and in particular it shall be the contractor's responsibility to ensure that each sub-contractor commences and completes the work in such manner and is ready on the Site with his materials, labour and special plant at such times so as to conform with the progress Schedule, as specified previously, and to ensure satisfactory progress.

The contractor shall also accept liability for and bear the cost of General Attendance on Nominated Sub-contractors which shall be deemed to include for:-

Allowing the use of standing scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant sub-contractors works are complete and removal of all scaffolding on completion. Providing space for office accommodation, and for storage of plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, and lighting, and clearing away all rubbish.

The items for "General Attendance" given herein-after following Prime Cost sums in respect of sub-contractors work shall be deemed to include all the above.

The contractor shall also accept liability for and bear the cost of Special Attendance on Nominated sub-contractors which shall include for one or more of the following:

Unloading, storing, hoisting, and placing in position, providing power, provision of special scaffolding

The items for "Special Attendance" given herein-after following Prime Cost sums shall include any one or more of the above items as set out in the particular reference. Cutting away for and making good after the work of sub-contractors as may be required will be measured and valued separately by the Quantity Surveyor

Carried to collection Kshs

Item	Description	Kshs	Cts
A.	<p><u>NOMINATED SUPPLIERS</u></p> <p>The cost of "Fix Only" materials to be obtained from Nominated Suppliers which are covered by prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been</p>		

received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described.

Before placing any orders with Nominated sub-Contractors or Nominated Suppliers the contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of contract and the Progress Schedule.

B. **PRIME COST RATES**

Where descriptions of items include a Prime Cost rate per unit this rate is to cover the net supply cost of the unit only. The Contractor's price must include for the cost of the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads.

The actual net cost per unit will be adjusted within the Final Account against the prime Cost rate stated.

C. **PROTECTION AND CLEANING**

PROTECTION

The Contractor shall cover and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of sub-contractors, etc., to the satisfaction of the Architect until the completion of the Contract, and carefully preserve all trees or bushes on or near the site.

CLEANING

The Contractor shall, upon completion of the Works, at his own expense, remove and clear way all surplus excavated materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of temporary access roads, offices, shed, camps, etc. Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains. He shall also, at the discretion of the Architect, remove all rubbish and dirt as it accumulates. The Contractor is to find own dump and shall pay all charges in connection therewith.

Carried to collection Kshs

Item	Description	Kshs	Cts
A.	<u>TRAINING LEVY</u> The Contractor's attention is drawn to Legal Notice 237 of October, 1971, which requires payment by the contractor of Training Levy on all contracts of more than		

B	<p>Kshs 50,000/= in value and his Tender shall include for all cost arising or resulting thereof.</p> <p><u>STANDARD LEVY</u> The Contractor's attention is drawn to Legal Notice No. 267 of 22nd June, 1990 which requires payment by the Contractor of Standard levy. His tender must include for all costs arising or resulting thereof</p>	
C	<p><u>VALUE ADDED TAX</u></p> <p>The Contractor shall comply with the VAT ACT Cap 476 Laws of Kenya which requires that Value Added Tax shall be charged on the value added in Provision of building services. The Contractor is advised that the pricing of their rates should be <u>Inclusive</u> of V.A.T. on inputs. The amount of V.A.T shall be assumed to be at the current statutory rate applicable at the time of tendering.</p>	
D	<p><u>NATIONAL CONSTRUCTION AUTHORITY</u></p> <p>The Contractor's attention is drawn to section 31 of the National Construction Authority Act which provides for imposition of the national construction levy payable to the Authority not exceeding 0.5% of the value of any contract whose value exceeds five million shillings. The tenderer should therefore take this into consideration when pricing this tender. His tender sum must therefore include for all costs arising or resulting thereof.</p>	
	<p>Carried to collection Kshs</p>	

Item	Description	Kshs	Cts
	<p><u>SITE ATTENDANCE</u></p> <p>Allow ...% for site office for contract attendance and profits for inspection and all necessary statutory bodies</p>		
	Carried to collection Kshs		

Item	Description	Kshs
	<p><u>COLLECTION</u></p> <p>Brought forward from Page No. --</p> <p>Brought forward from Page No. ---</p> <p>Section No. 1, Preliminaries, Carried to Main Summary Kshs.</p>	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	(ALL PROVISIONAL) ELEMENT NO.1 EXTERNAL WORKS CONSTRUCTION OF DOUBLE PIT LATRINE				
A	Excavate for pit latrine from ground level but not exceeding 1.5m deep	CM	6		
B	Ditto commencing from 1.5m deep but not exceeding 3.0m deep	CM	6		
C	Ditto commencing from 3.0m deep but not exceeding 4.5m deep	CM	6		
D	Ditto commencing from 4.5m deep but not exceeding 6.0m deep	CM	6		
E	Backfill selected material	CM	4		
F	Load and cart away excess material from site	CM	20		
G	150mm thick natural stone sub walling bedded and jointed cement and sand mortar (1:3) with 20swg x 25mm wide hoop irons in alternate courses	SM	45		
	Damp proof course				
H	3ply bituminous felt or other equal and approved 200mm wide horizontal	LM	12		
	Steel mesh fabric reinforcement to B.S 4483				
I	Mesh fabric reinforcement ref: A142 weighing 2.22 kgs per square meter	SM	6		
	Vibrated reinforced concrete Class 20/20 (1:2:4) in:				
J	150mm floor bed	SM	6		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
	SUPER WALLING				
	Machine dressed stone walling and bedded and jointed in cement/ sand (1:3) mortar as described in:				
A	150mm thick walling reinforced with and including 20swq x 25mm wide and hoop iron in every alternate courses	SM	15		
	Supply and Fix the following four metres above ground level				
B	Supply and fix Gauge 28 Box Profile colour blue laid with a minimum of 200mm on slope and 100mm minimum in end lap. Iron sheets are nailed on the timber purlins (ms) with help of steel nails (Measured net allow for the overlap)	SM	9		
C	75 x 50mm timber Trusses	LM	20		
D	50x 50mm purlins	LM	20		
	Super Structure works				
	Vibrated Reinforced insitu concrete class 20/20(1:2:4) as described in:				
E	Ring beam	CM	0.5		
	Flush doors				
F	900 x 2400mm high solid cored flush doors lined with mahogany veenered both sides all hardwood lipped round with fanlight	NO	2		
G	Wrot mahogany to door frames and finishes 150x50mm door frame with three labours plugged to wall	LM	15		

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
					KSHS
	CARRIED FORWARD				
	BROUGHT FORWARD				
	Ironmongery as per 'union' catalogue or other equal and approved				
A	100mm pressed steel brass hinges	PRS	3		
B	2 Lever mortice lock ref 2295 complete with brass handles	NO	2		
C	12mm thick plastering(1:4)cement sand mortar to wall	SM	45		
	Prepare and apply 3 coats of silk vinyl to:				
	Plastered to:-				
D	Internal surfaces	SM	30		
E	External surfaces	SM	30		
F	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	10		
G	Ditto timber surfaces	SM	10		
	Prepare and apply three coats gloss roofing paints to:-				
H	General surfaces of the roofing sheets	SM	80		
I	150 x 200mm box shaped galvanized pressed steel gutter gauge 28 fixed to timber fascia (m.s) with and including metal brackets	LM	18		
J	Extra Over for making 75mm diameter holes for downpipes in gutter	NO	4		
K	Ditto for stopped ends	NO	4		
L	Supply and installation 150mm PVC down pipes including of all sundries and accessories, e.g brackets, sandals, connectors e.t.c	LM	10		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Extra over but for swan neck	NO	4		
B	Ditto but for horse shoe	NO	4		
C	Prepare and apply approved primer to surfaces of gutter and downpipes	SM	2		
	Fascia Board				
D	250mm x 25mm thick fascia board	LM	40		
	Ceiling				
E	Supply and fix 12mm soft board ceiling nailed to existing timber branding	SM	80		
F	Prepare and apply three coats to soffits of ceiling boards	SM	80		
	Cornice				
G	Supply and fix 150mm cornice	LM	70		
	Counters				
H	SERVICE COUNTERS				
	Service counters 4200mm long comprising of three cubicals; 200mm thick masonry wall 1000mm high plastered and painted on both sides including, 4200mm long x 1500mm high Aluminium frame partitions with glass panels 18mm x 450mm wide granite top with upper transaction lower recessed 20mm thick top blockboard anchored with vertical aluminium stands 1000mm high 20mm thick block board sides divisions, shelves with s.s skirting on block boards backing and 150mm mild steel finish 3No. 750mm x 450mm x 250mm deep drawers with knobs and locks at each component with all necessary ironmongery to client's approval and satisfaction	NO	1		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
	Aluminium Partition				
	Supply, assemble and fix powder coated Aluminium framed partition with opens left for glazing (ms) and MDF boards including all necessary beadings and rubber as described in the following				
A	100mm x 76mm x 1.2mm thick natural anodized aluminium framing, base piece screwed at bottom and top, grooved to receive glazing (ms)	LM	30		
B	76mm x 44mm x 1.2mm thick natural anodized framing; horizontal grooved to approval at both top and bottom to receive glazing (ms)	LM	15		
C	76mm x 44mm x 1.2mm thick natural anodized framing; vertical piece grooved to approval at both sides to receive glazing (ms)	LM	25		
	Aluminium beadings				
D	43mm x 20mm x 1.6mm thick beading member riveted to aluminium hollow section frames to receive glass (ms)	LM	50		
E	27.5mm x 17.25mm x 1.5mm thick beading to receive boards (ms)	LM	50		
F	38mm x 38mm x 3.5mm thick angle section beading to glazing (ms)	LM	50		
G	18mm thick MDF boards laminated both sides to partitions	SM	15		
	Aluminium Door				
	Supply and fix Aluminium doors complete with frames stiles beadings with 6mm clear glass (ms) complete with aluminium door lock				

H	Size 900mm x 2400mm high CARRIED FORWARD	NO	3		
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
	GLAZING				
	Supply and fix the following approved quality glass including fixing and approved quality rubber and including all necessary fixing materials				
A	6mm thick approved pattern clear glass and glazing with approved quality rubber in panels over 0.1 to 0.5 square meters	SM	15		
B	Supply and fix in position louver frames of 8 no. louvers	PRS	4		
C	150mm high 6mm thick louver glasses 750mm long	NO	20		
D	Prepare and Spray paint both internal and external surfaces of Private Letter Boxes with fast dry paint (QAD) Posta colours as directed by the client	SET	2		
E	Numbering of both Internally and externally sides of boxes with appropriate stencil as directed by the client on site	SET	2		
	Flush Doors				
F	Solid core flush doors; Finished with scratch proof mahogany laminate; hardwood lipped on all edges and machine pressed to look like framed door; Complete with solid blocking for Size 900 x 2350mm high	NO	2		
	Frames finishes wrot mahogany (prime grade)				
G	150 x 50mm	LM	15		
H	75x 25mm architrave with four labours	LM	15		
I	12mm diameter quadrant	LM	15		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
	IRONMONGERY				
	Supply and fix the following ironmongery with matching screws all as per specified catalogue				
A	3-lever Mortise lock ; 'LEB-270' complete with a pair of polished brass handles ref. LP 404	NO	2		
B	100mm Pressed steel stainless butt hinges EA. NT 831	PRS	3		
C	Door stopper: NTO 5101/SS7	NO.	2		
D	Heavy duty Door closer Union catalogue No. 8747/194 with closing speed control latch action.	NO	2		
	PAINTING AND DECORATIONS				
	Prepare and apply three coats clear polyurethane varnish on woodwork				
E	General surfaces	SM	5		
	Prepare and apply 3 coats of silk vinyl to plastered: -				
F	Internal surfaces	SM	150		
G	External surfaces	SM	100		
H	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	60		
I	Ditto timber surfaces	SM	15		
	Ramp				
J	Vibrated reinforced concrete Class 20/20(1:2:4) in: 150mm thick ramp to fall	SM	15		
	CARRIED FORWARD				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
	Floor Finishes				
A	Hack existing floor to receive 25mm screed (ms)	SM	100		
	Floor screed				
B	25mm thick (1:4) cement sand backing to receive ceramic tiles	SM	100		
	Supply and fix approved 8mm ceramic floor fixed by specialist with and including cement mortar and grouting joints with approved epoxy based grout				
C	300 x 300 non slip ceramic floor tiles.	SM	100		
D	Ditto 150mm high skirting	LM	60		
	Water tank Base				
E	Construct water tank base including excavation of base, including 200mm thick wall raised at 450mm above ground level. Size 2000mm diameter	NO	1		
	Water tank				
F	Supply and install 5000 Litres capacity cylindrical water tank made of High quality, food-grade polyethylene and UV –stabilized complete with necessary backnut and overflow and tap and any other fitting accessories	NO	1		
	ELECTRICAL INSTALLATION				
	Supply and fix the following electrical fittings				
G	4Ft LED Fitting complete with tube and all accessories	NO	10		
	CARRIED FORWARD				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Double metallic Pole 13A Socket	NO	3		
B	Single metallic Pole 15A Socket	NO	3		
C	2 GANG 2 WAY Switch	NO	2		
D	1 WAY Switch	NO	2		
E	Flex Cable	LM	5		
F	Single Core 1.5 sq.mm	LM	30		
	FURNITURE				
	Supply the following furniture to detail				
	Supply rectangular office table made of engineered Wood with laminate finish 25mm thick with cable Management cut with plastic cover, with three no. drawers complete with drawer keys				
G	Size 1500mm long x 700mm high x 750mm width	NO	4		
H	Counter stools made of mild steel or powder coated metal with seats cushioned with high density polyurethane foam	NO	4		
I	Office chairs made of mild steel or powder coated metal with seats and backrest cushioned with high density polyurethane foam	NO	3		
J	Office Steel cabinets made from galvanized steel sheets with four drawers Size 132mm x 38mm x 71mm	NO	1		
K	Ditto size 71mm x 38mm x 71mm	NO	1		
	CARRIED FORWARD				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
	BRANDING Supply and fix backlight branding with Posta colours Posta Logo, Post office Name, and size Post office Code Size 3000mm x 500mm	NO	1		
	WALL CLOCK				
B	Supply and fix 1 No. 300mm circular wall clock	NO	1		
	NOTICE BOARDS				
C	Supply and fix a modern Notice Board size 1800mm x 1200mm	No.	1		
	FENCING WORKS				
D	Excavate holes 300mm diameter 300mm deep	NO	350		
E	Supply concrete fencing poles 100mm diameter 7ft high	NO	350		
F	VRC in (1:2:4) to excavated holes	CM	3		
G	Supply and fix barbed wire all-round the selected area as shown by client	LM	6300		
H	Supply and fix galvanized chin link 3.5mm 6ft high size 80mm x 80mm mesh holes	LM	1050		
	GATE				
I	Fabricate double grille gate comprising of 50mm x 25mm frame with 18mm RHS tubes spaced at 150mm centres vertically to detail Size 4m wide by 2m high	NO.	1		
	Carried to Summary Page				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	PRIME COSTS (PC) & PROVISIONAL SUMS (PS)				
A	Provide a Prime Cost of Kenya Shillings Twenty Five Thousand for obtaining County Government Permit	ITE M			
B	Provide a Provisional Sum of Kenya Shillings Two Hundred Thousand (Kshs 200,000) for Contingencies	ITE M			
	Carried to Summary Page				
ITE M	DESCRIPTION	UNI T	QT Y	RAT E	AMOUN T KSHS
	SUMMARY PAGE PRELIMINARIES BUILD UP WORKS PRIME COSTS & PROVISIONAL SUMS SUB - TOTAL AMOUNT				
	ADD 16% VAT				
	TOTAL CARRIED TO TENDER				
	Amount in words (Shillings:))				
	Completion Period:(Days / Weeks)				
	Tenderers Name:				
	Official Stamp:				
	Date:				

6.2.7 FAZA POST OFFICE

Item	Description	Kshs	Cts
A.	<p><u>GENERAL MATTERS</u></p> <p><u>SUFFICIENCY OF TENDER</u></p> <p>The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced 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 and maintenance of the works.</p> <p><u>STAMP CHARGES</u></p> <p>The contractor shall allow for the payment of all stamp charges in connection with the surety bond.</p> <p><u>DEFINITIONS AND ABBREVIATIONS</u></p> <p>Terms used in this Bills of Quantities shall be interpreted as follows:-</p> <p>Approved" Shall mean approved by the Architect</p> <p>As directed " Shall mean as directed by the Architect.</p> <p>B.S" Shall mean the current British Standard specification published by the British Standards Institution, 2 Park Street, London, W.I. England</p> <p>CM Shall mean cubic Metres</p> <p>SM shall mean Square Metres</p> <p>LM Shall mean Linear metres</p> <p>mm Shall mean Millimetres</p> <p>KG Shall mean Kilogrammes</p> <p>No Shall mean numbers</p> <p><u>FIGURED DIMENSIONS</u></p> <p>Figured dimensions are to be followed in preference to dimensions scaled from the drawings; but whenever possible dimensions are to be taken on the site or from the Buildings. Before any work is commenced by sub-contractors or specialists firms, dimensions must be checked on the site and/or buildings and agreed with the contractor, irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.</p> <p>Carried to collection Kshs</p>		
D.			

Item	Description	.	Kshs	Cts
A.	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>PROVISIONAL WORK</u></p> <p>All “provisional” and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measurement, the Contractor shall give notice to the Quantity Surveyor. If the contractor makes default in this respect he shall if the Architect so directs, Uncover the work at his own expense to enable the measurements be taken.</p>			
B.	<p><u>PLANT, TOOLS AND SCAFFOLDING</u></p> <p>The contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the works and shall remove same on completion.</p> <p>The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works, including sub-contract works, provide special scaffolding as and when required during the Works and remove on completion and make good.</p> <p>Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guard-rails to approval.</p> <p>All such plant, tools and scaffolding shall comply with all regulations whether general or local, in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.</p> <p>Scaffolding is not measured hereinafter and the Contractor must allow here or in his rates for the above if applicable.</p>			
C.	<p><u>HOARDING</u></p> <p>The contractor shall enclose the site with hording with opening and gate as required. The hording shall be 2500mm high constructed with timber to approval and covered with galvanised iron corrugated sheets painted to approval</p>			
D	<p><u>PROGRESS CHART</u></p> <p>The contractor shall upon receiving instructions to proceed with the work, draw up a time and progress schedule setting out the order in which the works are to be carried out with the appropriate dates thereof. This time and progress schedule is to be agreed with the architect and no deviations from the order set out in this schedule will be permitted without the written consent of the architect. The main contractor will be responsible for arranging the above programme with all sub-contractors including the nominated sub-contractors and nominated suppliers.</p>			
	Carried to collection	Kshs		

Item	Description	V.	Kshs	Cts
A.	<p><u>EXISTING SERVICES</u> Prior to commencement of any work, the contractor is to ascertain from the relevant authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant authority and shall be made good to their satisfaction at the Contractor's expenses.</p>			
B.	<p><u>TRANSPORT TO AND FROM THE SITE</u> The Contractor shall include in his prices for the transport of materials, workmen, etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the Authorities.</p>			
C.	<p><u>PUBLIC AND PRIVATE ROADS, PAVEMENTS ETC</u> The Contractor will be required to make good, at his own expense, any damage he may cause to the present road surfaces and pavements within or beyond the boundary of the site, during the period of the Works. In particular, all existing trees, shrubs, plants, etc., which may be destroyed or damaged during the progress of the Works are to be made good by the Contractor to the approval of the Architect.</p>			
D.	<p><u>POLICE REGULATIONS</u> The contractor is to allow for complying with all instructions and regulations of the Police Authorities.</p>			
E.	<p><u>CONTRACTORS SUPERINTENDENCE</u> The contractor shall constantly keep on the Works a literate English speaking agent or representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. Such agent or representative shall receive on behalf of the contractor, directions and instructions from the Architect and such directions and instructions shall be deemed to have been given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Architect.</p>			
F.	<p><u>SIGN FOR MATERIALS SUPPLIED</u> The contractor will be required to sign for all materials supplied by the employer at the time of taking delivery thereof, as having received them in good order and condition and will thereafter be responsible for any loss or damage of materials which will be supplied by the employer at current market prices including Customs Duty, VAT and all government taxes all at the contractors own cost and expenses to the satisfaction of the employer.</p>			
Carried to collection				

Item	Description	Kshs	Cts
	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>CONTRACTORS SUPERITENDENCE (CONT)</u></p> <p>It is to be a specific condition of this Contract that the successful tenderer shall provide on the site throughout the period up to the date for practical completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the drawings, and shall ensure that upon any termination of employment, a suitable replacement is found.</p> <p>Before the Tenderers offer is accepted the Architect will personally interview the Contractor's proposed representative. A curriculum vitae of past experience and qualifications must be provided for the Architect's scrutiny.</p> <p>The Architect's decision will be final regarding the suitability of the proposed representative.</p> <p>A. <u>WATER</u></p> <p>All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension.</p> <p>The contractor shall provide at his own risk and cost all water for use in connection with the Works (including the work of sub-contractors). The contractor shall provide at his own expense all temporary distribution pipes, storage tanks, meters, etc., and he shall clear away same upon completion of the Works.</p> <p>B. <u>LIGHTING AND POWER</u></p> <p>The contractor shall provide at his own risk and cost all artificial lighting and power for use on the works, including all sub-contractors and specialists requirements and including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.</p> <p>C. <u>SAFETY</u></p> <p>The Contractor shall comply at all times with the requirements of the Factory Act (Cap 514) Building Construction Rules, Supplement 18, Legal Notice No. 40 dated 5th April, 1984 and ensure that the safety of his workpeople and authorized visitors to the site is protected at all times. In particular, there shall be proper provision of planked footways and guard-rails to scaffolding etc., protection against falling materials and tools and the site shall be kept tidy and clear of dangerous rubbish.</p>		

	Carried to collection Kshs.	
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Item	Description	Kshs.	Cts
	<p><u>GENERAL MATTES (CONT'D)</u></p> <p><u>SAFETY (CONT'D)</u></p> <p>The contractor shall appoint a Safety Officer as required by the Factory Act and notify the Factory Inspector of his name. The Safety officer shall be on site at all times and all directions given by the Architect to the Safety Officer shall be deemed to be Architect's Instructions, and shall be complied with promptly without additional cost to the contract. The Architect shall be empowered to suspend work on the Site should he consider these conditions are not being observed, and no claim arising from such a suspension will be allowed.</p>		
A.	<p><u>PROTECTIVE CLOTHING</u></p> <p>The contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, overalls, etc., according to the type of work. The contractor shall ensure that safety helmets are worn by all staff on site at all times.</p> <p><u>MATERIALS AND WORKMANSHIP</u></p> <p><u>GENERALLY</u></p> <p>All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.</p> <p>All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standards Institution Specification current at the date of Tender. 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 such materials are on site when required for use in the works.</p> <p>The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.</p> <p>The works throughout shall be executed by skilled workmen well versed in their respective trades.</p>		

	Carried to collection Kshs		
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Item	Description	Kshs	Cts
A.	<p><u>MATERIALS AND WORKMANSHIP (CONT)</u></p> <p><u>REJECTED WORKMANSHIP OR MATERIALS</u></p> <p>Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must immediately be removed from the site and replaced at the Contractor's expenses, as required.</p>		
B.	<p><u>PROPRIETARY MATERIALS</u></p> <p>Where proprietary materials are specified herein-after the Contractor may propose the use of materials of other manufacture but equal quality for approval by the Architect.</p> <p>All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used or fixed strictly in accordance with their instructions.</p>		

C.	<p><u>CONCRETE TESTS</u></p> <p>Concrete test cubes, i.e. per set of three as later described, including testing fee, labour and materials, making moulds, transport and handling etc</p> <p>Successful tests only (Provisional) set of three No. 12 @ Kshs-----</p> <p>(Tenderer must insert rate and extend)</p>	
D.	<u>OFFICE AND SHEDS</u>	
E.	<p>The Contractor shall erect and maintain temporary office accommodation for his own use and ample temporary watertight sheds for the proper storage and protection of materials and for the use of artisans and remove when ordered. Floors of sheds shall be at least 150mm above ground level.</p>	

Carried to collection Kshs

Item	Description	Kshs	Cts
A.	<p><u>OFFICES AND SERVICES FOR THE ARCHITECT</u></p> <p>The contractor shall provide, erect and maintain where directed on the site, an approved weather and sun-proof lock-up office for the sole use of the Architect and his representatives with a total floor area of not less than 20 square metres. The office shall be constructed with stone, concrete or Timber and the walls and ceilings internally lined with soft board. Glazed windows of not less than 1.5 square metres and a stout door with lock and fastenings shall be provided and the office furnished with wooden stools, tables and chairs and drawing table along the full length of one side, complete with drawers of sufficient size to carry the drawings laid flat. The contractor shall also provide, erect and maintain a lock-up European type latrine for the sole use of the Architect and his representatives and to the satisfaction of the Local Authorities and shall provide the services of a sweeper, pay all charges and keep both</p>		

	<p>office and latrine in a clean and sanitary condition during the whole period of the Works. The office and latrine shall be removed on completion. The contractor shall keep on site and maintain in good condition one dumpy or quickest level and levelling staff and one 30 metre steel tape for the use of the Architect and his representatives.</p>		
B.	<p><u>EXISTING AND ADJACENT PROPERTY</u></p> <p>The site is located within a busy shopping centre with operating business and the contractor will have been deemed to have visited the site to ascertain the working conditions; The contractor must take all necessary steps to safeguard existing and adjacent property, make good at his own expense any damage to persons or property caused thereon, and hold the Employer indemnified against any such claim arising. The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these Works. He must reinstate all damages at his own expenses and indemnify the Employer against any loss.</p> <p>The contractor must take such steps and exercise such care and diligence as to minimize nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property. In particular the contractor will be required to protect his works with dust proof material to prevent dust interfering with adjacent business.</p>		
C.	<p><u>WATCHING AND LIGHTING</u></p> <p>The contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, plant and materials against damage and theft.</p>		
D.	<p><u>SAMPLES</u></p> <p>The contractor shall furnish at the earliest possible opportunity at his own cost any samples of materials or workmanship that may be called for by the architect for his approval or rejection and any further samples in case of rejection, until such samples are approved. Such samples when approved shall be the minimum standard for the work to which they apply.</p>		
Carried to collection Kshs			

Item	Description	Kshs	Cts
A.	<p><u>TEMPORARY ROADS</u></p> <p>The contractor shall provide where directed all temporary access roads, tracks and paths necessary for the execution of the works, including making good when no longer required.</p>		
B.	<p><u>SIGNBOARD</u></p> <p>The main contractor shall apply and obtain permission from the City Council and prepare and fix on site a signboard and lettering on same for the display of the main contractor and Sub-contractors' names. Same shall be of an approved size with the</p>		

Employers name printed thereon. The Architect's, Quantity Surveyors and other Consultants names shall be printed in 50mm letters all to the Architect's design and approval. The approval plan number and NEMA approval number shall be printed thereon. No other signboard or advertising will be permitted. The signboard shall be well maintained throughout the construction Period and removed upon completion of the works. The contractor shall pay for all the charges and expenses in connection with the above.

NOMINATED SUB-CONTRACTORS AND SUPPLIERS
(See also under FORM OF CONTRACT Clauses 31.0 and 32.0)

C. NOMINATED SUB-CONTRACTORS

The contractor shall be responsible for Nominated Sub-Contractors in every respect and in particular it shall be the contractor's responsibility to ensure that each sub-contractor commences and completes the work in such manner and is ready on the Site with his materials, labour and special plant at such times so as to conform with the progress Schedule, as specified previously, and to ensure satisfactory progress.

The contractor shall also accept liability for and bear the cost of General Attendance on Nominated Sub-contractors which shall be deemed to include for:-

Allowing the use of standing scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant sub-contractors works are complete and removal of all scaffolding on completion. Providing space for office accommodation, and for storage of plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, and lighting, and clearing away all rubbish.

The items for "General Attendance" given herein-after following Prime Cost sums in respect of sub-contractors work shall be deemed to include all the above.

The contractor shall also accept liability for and bear the cost of Special Attendance on Nominated sub-contractors which shall include for one or more of the following:

Unloading, storing, hoisting, and placing in position, providing power, provision of special scaffolding

The items for "Special Attendance" given herein-after following Prime Cost sums shall include any one or more of the above items as set out in the particular reference. Cutting away for and making good after the work of sub-contractors as may be required will be measured and valued separately by the Quantity Surveyor

Carried to collection Kshs

Item	Description	Kshs	Cts
A.	<p><u>NOMINATED SUPPLIERS</u></p> <p>The cost of "Fix Only" materials to be obtained from Nominated Suppliers which are covered by prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been</p>		

received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described.

Before placing any orders with Nominated sub-Contractors or Nominated Suppliers the contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of contract and the Progress Schedule.

B. **PRIME COST RATES**

Where descriptions of items include a Prime Cost rate per unit this rate is to cover the net supply cost of the unit only. The Contractor's price must include for the cost of the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads.

The actual net cost per unit will be adjusted within the Final Account against the prime Cost rate stated.

C. **PROTECTION AND CLEANING**

PROTECTION

The Contractor shall cover and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of sub-contractors, etc., to the satisfaction of the Architect until the completion of the Contract, and carefully preserve all trees or bushes on or near the site.

CLEANING

The Contractor shall, upon completion of the Works, at his own expense, remove and clear way all surplus excavated materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of temporary access roads, offices, shed, camps, etc. Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains. He shall also, at the discretion of the Architect, remove all rubbish and dirt as it accumulates. The Contractor is to find own dump and shall pay all charges in connection therewith.

Carried to collection Kshs

Item	Description	Kshs	Cts
A.	<u>TRAINING LEVY</u> The Contractor's attention is drawn to Legal Notice 237 of October, 1971, which requires payment by the contractor of Training Levy on all contracts of more than		

B	<p>Kshs 50,000/= in value and his Tender shall include for all cost arising or resulting thereof.</p> <p><u>STANDARD LEVY</u> The Contractor's attention is drawn to Legal Notice No. 267 of 22nd June, 1990 which requires payment by the Contractor of Standard levy. His tender must include for all costs arising or resulting thereof</p>	
C	<p><u>VALUE ADDED TAX</u></p> <p>The Contractor shall comply with the VAT ACT Cap 476 Laws of Kenya which requires that Value Added Tax shall be charged on the value added in Provision of building services. The Contractor is advised that the pricing of their rates should be <u>Inclusive</u> of V.A.T. on inputs. The amount of V.A.T shall be assumed to be at the current statutory rate applicable at the time of tendering.</p>	
D	<p><u>NATIONAL CONSTRUCTION AUTHORITY</u></p> <p>The Contractor's attention is drawn to section 31 of the National Construction Authority Act which provides for imposition of the national construction levy payable to the Authority not exceeding 0.5% of the value of any contract whose value exceeds five million shillings. The tenderer should therefore take this into consideration when pricing this tender. His tender sum must therefore include for all costs arising or resulting thereof.</p>	
	<p>Carried to collection Kshs</p>	

Item	Description	Kshs	Cts
	<p><u>SITE ATTENDANCE</u></p> <p>Allow ...% for site office for contract attendance and profits for inspection and all necessary statutory bodies</p>		
	Carried to collection Kshs		

Item	Description	Kshs
	<p><u>COLLECTION</u></p> <p>Brought forward from Page No. --</p> <p>Brought forward from Page No. ---</p> <p>Section No. 1, Preliminaries, Carried to Main Summary Kshs.</p>	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	(ALL PROVISIONAL) ELEMENT NO.1				
A	Excavate for pit latrine from ground level but not exceeding 1.5m deep	CM	6		
B	Ditto commencing from 1.5m deep but not exceeding 3.0m deep	CM	6		
C	Ditto commencing from 3.0m deep but not exceeding 4.5m deep	CM	6		
D	Ditto commencing from 4.5m deep but not exceeding 6.0m deep	CM	6		
E	Backfill selected material	CM	4		
F	Load and cart away excess material from site	CM	20		
G	Mass concrete class 15/20(1:2:4) 250mm thick blinding concrete under strip footing	SM	2		
	Sawn formwork as described in :				
H	Edges of floor slab (75 -150mm) high	LM	10		
I	150mm thick natural stone sub walling bedded and jointed in cement and sand mortar (1:3) with 20swg x 25mm wide hoop irons in alternate courses	SM	45		
	Damp proof course				
G	3ply bituminous felt or other equal and approved 200mm wide horizontal	LM	12		
	BRC Mesh				
H	Mesh fabric reinforcement ref: A142 weighing 2.22 kgs per square meter	SM	6		
I	Vibrated reinforced concrete Class 20/20(1:2:4) in: 150mm floor bed	SM	6		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD SUPER WALLING Machine dressed stone walling and bedded and jointed in cement/ sand (1:3) mortar as described in: A 150mm thick walling reinforced with and including 20swq x 25mm wide and hoop iron in every alternate courses B Supply and fix Gauge 28 Box Profile colour blue laid with a minimum of 200mm on slope and 100mm minimum in end lap. Iron sheets are nailed on the timber purlins (ms) with help of steel nails (Measured net allow for the overlap) The following trusses to be hoisted between 4.0m and 8.0m high above ground level (Provisional) Pressure impregnated sawn Cypress C 75mm x 50mm Rafters D 50mm x 50mm purlins E 250mm x 25mm fascia Super Structure works Vibrated Reinforced insitu concrete class 20/20(1:2:4) as described in: F Ring beam Flush doors G 900 x 2400mm high solid cored flush doors lined with mahogany veenered both sides hardwood lipped all round with fanlight H Wrot mahogany to door frames and finishes 150x50mm door frame with three labours plugged to wall CARRIED FORWARD				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD Ironmongery as per 'union' catalogue or other equal and approved				
A	100mm pressed steel brass hinges	PRS	3		
B	2 Lever mortice lock Ref. 2295 complete with brass handles	NO	1		
C	12mm thick plastering(1:4) cement sand mortar to walls	SM	45		
	Prepare and apply 3 coats of silk vinyl to: Plastered to:-				
D	Internal surfaces	SM	30		
E	External surfaces	SM	30		
F	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	10		
G	Ditto timber surfaces	SM	10		
	ROOF WORKS				
H	Remove existing roof sheet cover and keep as directed by client	ITEM			
I	Remove existing damaged ceiling boards	ITEM			
	Supply and Fix the following three (3) metres above ground level				
J	Supply and fix Gauge 28 Box Profile colour blue laid with a minimum of 200mm on slope and 100mm minimum in end lap. Iron sheets are nailed on the timber purlins (ms) with help of steel nails (measured net allow for the overlap)	SM	140		
K	Ditto Ridge caps	LM	12		
	CARRIED FORWARD				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
	The following trusses to be hoisted between 4.0m and 8.0m high above ground level				
	(Provisional) Pressure impregnated sawn Cypress				
A	100mm x 50mm Rafters	LM	140		
B	50mm x 50mm purlins	LM	230		
C	Ditto brandering	LM	200		
D	250mm x 25mm fascia and verge boards	LM	50		
E	150 x 200 mm wide box shaped galvanized pressed steel gutter gauge 16 well supported and placed with a slope and a downpipe placed at the end to transfer water to the ground.	LM	20		
F	Extra Over for making 75mm diameter holes for downpipes in gutter	NO	4		
G	Ditto for stopped ends	NO	4		
H	Supply and installation 150mm PVC down pipes including of all sundries and accessories, e.g brackets, sandals, connectors e.t.c	LM	15		
I	Extra over but for swan neck	NO	4		
J	Ditto but for horse shoe	NO	4		
K	Prepare and apply approved primer to surfaces of gutter and downpipes	SM	2		
	Ceiling				
L	Supply and fix 12mm soft board ceiling nailed to existing timber brandering	SM	70		
M	Prepare and apply three coats to soffits of ceiling boards	SM	70		
	Cornice				
N	Supply and fix 150mm cornice to detail	LM	55		
	CARRIED FORWARD				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
A	BROUGHT FORWARD Allow for repair major cracks to wall surfaces	ITEM			
B	SERVICE COUNTERS Service counters 3800mm long comprising of two cubicals; 200mm thick masonry wall 1000mm high plastered and painted on both sides including, 4000mm long x 1500mm high Aluminium frame partitions with glass panels 18mm x 450mm wide granite top with upper transaction lower recessed 20mm thick top block board anchored with vertical aluminium stands 1000mm high 20mm thick block board sides divisions, shelves with s.s skirting on block boards backing and 150mm mild steel finish 3No. 750mm x 450mm x 250mm deep drawers with knobs and locks at each component with all necessary ironmongery to client's approval and satisfaction	NO	1		
C	Aluminium Partition Supply, assemble and fix powder coated Aluminium framed partition with opens left for Glazing (ms) and MDF boards including all necessary beadings and rubber as described in the following 100mm x 76mm x 1.2mm thick natural anodized aluminium framing, base piece screwed at bottom and top, grooved to receive glazing (ms)	LM	25		
D	76mm x 44mm x 1.2mm thick natural anodized framing; horizontal grooved to approval at both top and bottom to receive glazing (ms)	LM	11		
E	76mm x 44mm x 1.2mm thick natural anodized framing; vertical piece grooved to approval at both sides to receive glazing (ms)	LM	35		
CARRIED FORWARD					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
	Aluminium beadings				
A	43mm x 20mm x 1.6mm thick beading member riveted to aluminium hollow section frames to receive glass (ms)	LM	40		
B	27.5mm x 17.25mm x 1.5mm thick beading to receive boards (ms)	LM	40		
C	38mm x 38mm x 3.5mm thick angle section beading to glazing (M.S)	LM	50		
D	18mm thick MDF boards laminated both sides to partitions	SM	15		
	Aluminium door				
	Supply and fix Alluminium doors complete with frames stiles beadings with 6mm clear glass (M.S)				
E	Size 900mm x 2400mm high	NO	3		
	GLAZING				
	Supply and fix the following approved quality glass including fixing and approved quality rubber and including all necessary fixing materials				
F	6mm thick approved pattern clear glass and glazing with approved quality rubber in panels over 0.1 to 0.5 square meters	SM	15		
G	Supply and fix in position louver frames of 8 no. louvers	NO	8		
H	150mm high 6mm thick louver glasses 750mm long	NO	32		
I	Prepare and Spray paint both internal and external surfaces of Private Letter Boxes with fast dry paint (QAD) Posta colours as directed by the client	SET	1		
J	Numbering of both Internally and externally sides of Boxes with appropriate stencil as directed by the client on site	SET	1		
	CARRIED FORWARD				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
A	<p>BROUGHT FORWARD</p> <p>Steel Door</p> <p>Supply and fix mild steel door complete with frames, stiles, rails and hinges 2mm thick lock plate 3 lever mortice lock and one coat red oxide primer before fixing:</p> <p>Size 1200 x 2400mm</p>				
B	<p>Flush Doors</p> <p>Solid core flush doors; Finished with scratch proof mahogany laminate; hardwood lipped on all edges and machine pressed to look like framed door;</p> <p>Complete with solid blocking for ironmongery:</p> <p>Size 900 x 2350mm high</p>	NO	1		
C	IRONMONGERY				
D	Supply and fix the following ironmongery with matching screws all as per specified catalogue;				
E	3-lever Mortise lock ; 'LEB-270' complete with a pair of polished brass handles ref. LP 404	NO	3		
F	100mm Pressed steel stainless butt hinges EA. NT 831	PRS	5		
G	Heavy duty Door closer Union catalogue No. 8747/194 with closing speed control latch action.	NO	1		
H	PAINTING AND DECORATIONS				
I	Prepare and apply three coats clear polyurethane varnish on woodwork				
G	General surfaces	SM	10		
H	Prepare and apply 3 coats of silk vinyl to: Plastered to:-				
I	Internal surfaces	SM	265		
I	External surfaces	SM	180		
	CARRIED FORWARD				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT

					KSHS
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
A	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	64		
B	Ditto timber surfaces	SM	40		
C	Floor Finishes Hack existing floor to receive 25mm screed (ms)	SM	60		
D	Floor screed 25mm thick (1:4) cement sand backing to receive ceramic tiles	SM	60		
E	Supply and fix approved 8mm ceramic floor tiles fixed by specialist with and including cement mortar and grouting joints with approved epoxy based grout 300 x 300 non slip ceramic floor tiles.	SM	60		
F	Water tank Base Construct water tank base including excavation of base, including 200mm thick wall raised at 450mm above ground level. Size 2000mm diameter	NO	1		
G	Water Tank Supply and install 5000 Litres capacity cylindrical water tank made of High quality, food-grade polyethylene and UV –stabilized complete with necessary backnut and overflow, tap and all necessary fittings	NO	1		
H	ELECTRICAL INSTALLATION Supply and fix the following electrical fittings 4Ft LED Fitting complete with tube and all accessories	NO	10		
I	Double metallic Pole 13A Socket	NO	3		
J	Single metallic Pole15A Socket	NO	3		
	CARRIED FORWARD				

					KSHS
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	BROUGHT FORWARD				
A	2 GANG 2 WAY Switch	NO	2		
B	1 WAY Switch	NO	2		
C	Flex Cable	LM	1		
D	Single Core 2.5 sq.mm	LM	50		
	FURNITURE				
	Supply the following furniture to detail				
	Supply rectangular office table made of engineered Wood with laminate finish 25mm thick with cable Management cut with plastic cover, with three no. drawers compete with drawer keys				
E	Size 1500mm long x 700mm high x 750mm width	NO	2		
F	Counter stools made of mild steel or powder coated Metal with seats cushioned with high density polyurethane foam	NO	2		
G	Office chairs made of mild steel or powder coated metal with seats and backrest cushioned with high density polyurethane foam	NO	5		
H	Office Steel cabinets made from galvanized steel sheets with four drawers Size 132mm x 38mm x 71mm	NO	1		
I	Ditto size 71mm x 38mm x 71mm	NO	1		
J	Supply and fix backlight branding with Posta colours Posta Logo, Post office Name, and size Post office Code Size 3000mm x 500mm	NO	1		
	WALL CLOCK				
K	Supply and fix 1 No. 300mm circular wall clock to details	No.	1		
	NOTICE BOARDS				
L	Supply and fix a modern Notice Board size 1800mm x 1200mm	No.	1		
	Carried Forward to Summary Page				

				KSHS
	PRIME COSTS (PC) & PROVISIONAL SUMS (PS)			
A	Provide a Prime Cost of Kenya Shillings Twenty Five Thousand for obtaining County Government Permit	ITEM		
B	Provide a Provisional Sum of Kenya Shillings Two Hundred Thousand (200,000) for Contingencies	ITEM		
	Carried to Summary Page			
	SUMMARY PAGE			
	PRELIMINARIES			
	BUILD UP WORKS			
	PRIME COSTS & PROVISIONAL SUMS			
	SUB - TOTAL AMOUNT			
	ADD 16% VAT			
	Total (To be transferred to Summary Table)			

Item	Description	Kshs	Cts
A.	<p><u>GENERAL MATTERS</u></p> <p><u>SUFFICIENCY OF TENDER</u></p> <p>The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced 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 and maintenance of the works.</p>		
B.	<p><u>STAMP CHARGES</u></p> <p>The contractor shall allow for the payment of all stamp charges in connection with the surety bond.</p>		
C.	<p><u>DEFINITIONS AND ABBREVIATIONS</u></p> <p>Terms used in this Bills of Quantities shall be interpreted as follows:-</p> <p>Approved" Shall mean approved by the Architect</p> <p>As directed " Shall mean as directed by the Architect.</p> <p>B.S" Shall mean the current British Standard specification published by the British Standards Institution, 2 Park Street, London, W.I. England</p> <p>CM Shall mean cubic Metres</p> <p>SM shall mean Square Metres</p> <p>LM Shall mean Linear metres</p> <p>mm Shall mean Millimetres</p> <p>KG Shall mean Kilogrammes</p> <p>No Shall mean numbers</p>		
D.	<p><u>FIGURED DIMENSIONS</u></p> <p>Figured dimensions are to be followed in preference to dimensions scaled from the drawings; but whenever possible dimensions are to be taken on the site or from the Buildings. Before any work is commenced by sub-contractors or specialists firms, dimensions must be checked on the site and/or buildings and agreed with the contractor, irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.</p> <p>Carried to collection Kshs</p>		

Item	Description	.	Kshs	Cts
A.	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>PROVISIONAL WORK</u></p> <p>All “provisional” and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measurement, the Contractor shall give notice to the Quantity Surveyor. If the contractor makes default in this respect he shall if the Architect so directs, Uncover the work at his own expense to enable the measurements be taken.</p>			
B.	<p><u>PLANT, TOOLS AND SCAFFOLDING</u></p> <p>The contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the works and shall remove same on completion.</p> <p>The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works, including sub-contract works, provide special scaffolding as and when required during the Works and remove on completion and make good.</p> <p>Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guard-rails to approval.</p> <p>All such plant, tools and scaffolding shall comply with all regulations whether general or local, in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.</p> <p>Scaffolding is not measured hereinafter and the Contractor must allow here or in his rates for the above if applicable.</p>			
C.	<p><u>HOARDING</u></p> <p>The contractor shall enclose the site with hording with opening and gate as required. The hording shall be 2500mm high constructed with timber to approval and covered with galvanised iron corrugated sheets painted to approval</p>			
D	<p><u>PROGRESS CHART</u></p> <p>The contractor shall upon receiving instructions to proceed with the work, draw up a time and progress schedule setting out the order in which the works are to be carried out with the appropriate dates thereof. This time and progress schedule is to be agreed with the architect and no deviations from the order set out in this schedule will be permitted without the written consent of the architect. The main contractor will be responsible for arranging the above programme with all sub-contractors including the nominated sub-contractors and nominated suppliers.</p>			
	Carried to collection Kshs			

Item	Description	A. Kshs	Cts
A.	<p><u>EXISTING SERVICES</u></p> <p>Prior to commencement of any work, the contractor is to ascertain from the relevant authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant authority and shall be made good to their satisfaction at the Contractor's expenses.</p>		
B.	<p><u>TRANSPORT TO AND FROM THE SITE</u></p> <p>The Contractor shall include in his prices for the transport of materials, workmen, etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the Authorities.</p>		
C.	<p><u>PUBLIC AND PRIVATE ROADS, PAVEMENTS ETC</u></p> <p>The Contractor will be required to make good, at his own expense, any damage he may cause to the present road surfaces and pavements within or beyond the boundary of the site, during the period of the Works. In particular, all existing trees, shrubs, plants, etc., which may be destroyed or damaged during the progress of the Works are to be made good by the Contractor to the approval of the Architect.</p>		
D.	<p><u>POLICE REGULATIONS</u></p> <p>The contractor is to allow for complying with all instructions and regulations of the Police Authorities.</p>		
E.	<p><u>CONTRACTORS SUPERINTENDENCE</u></p> <p>The contractor shall constantly keep on the Works a literate English speaking agent or representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. Such agent or representative shall receive on behalf of the contractor, directions and instructions from the Architect and such directions and instructions shall be deemed to have been given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Architect.</p>		
F.	<p><u>SIGN FOR MATERIALS SUPPLIED</u></p> <p>The contractor will be required to sign for all materials supplied by the employer at the time of taking delivery thereof, as having received them in good order and condition and will thereafter be responsible for any loss or damage of materials which will be supplied by the employer at current market prices including Customs Duty, VAT and all government taxes all at the contractors own cost and expenses to the satisfaction of the employer.</p>		
Carried to collection Kshs.			

Item	Description	B.	Kshs	Cts
	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>CONTRACTORS SUPERITENDENCE (CONT)</u></p> <p>It is to be a specific condition of this Contract that the successful tenderer shall provide on the site throughout the period up to the date for practical completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the drawings, and shall ensure that upon any termination of employment, a suitable replacement is found.</p> <p>Before the Tenderers offer is accepted the Architect will personally interview the Contractor's proposed representative. A curriculum vitae of past experience and qualifications must be provided for the Architect's scrutiny.</p> <p>The Architect's decision will be final regarding the suitability of the proposed representative.</p> <p>A. <u>WATER</u></p> <p>All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension.</p> <p>The contractor shall provide at his own risk and cost all water for use in connection with the Works (including the work of sub-contractors). The contractor shall provide at his own expense all temporary distribution pipes, storage tanks, meters, etc., and he shall clear away same upon completion of the Works.</p> <p>B. <u>LIGHTING AND POWER</u></p> <p>The contractor shall provide at his own risk and cost all artificial lighting and power for use on the works, including all sub-contractors and specialists requirements and including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.</p> <p>C. <u>SAFETY</u></p> <p>The Contractor shall comply at all times with the requirements of the Factory Act (Cap 514) Building Construction Rules, Supplement 18, Legal Notice No. 40 dated 5th April, 1984 and ensure that the safety of his workpeople and authorized visitors to the site is protected at all times. In particular, there shall be proper provision of planked footways and guard-rails to scaffolding etc., protection against falling materials and tools and the site shall be kept tidy and clear of dangerous rubbish.</p>			

	Carried to collection Kshs.	
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Item	Description	Kshs.	Cts
	<p><u>GENERAL MATTES (CONT'D)</u></p> <p><u>SAFETY (CONT'D)</u></p> <p>The contractor shall appoint a Safety Officer as required by the Factory Act and notify the Factory Inspector of his name. The Safety officer shall be on site at all times and all directions given by the Architect to the Safety Officer shall be deemed to be Architect's Instructions, and shall be complied with promptly without additional cost to the contract. The Architect shall be empowered to suspend work on the Site should he consider these conditions are not being observed, and no claim arising from such a suspension will be allowed.</p>		
A.	<p><u>PROTECTIVE CLOTHING</u></p> <p>The contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, overalls, etc., according to the type of work. The contractor shall ensure that safety helmets are worn by all staff on site at all times.</p> <p><u>MATERIALS AND WORKMANSHIP</u></p> <p><u>GENERALLY</u></p> <p>All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.</p> <p>All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standards Institution Specification current at the date of Tender. 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 such materials are on site when required for use in the works.</p> <p>The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.</p> <p>The works throughout shall be executed by skilled workmen well versed in their respective trades.</p>		

	Carried to collection Kshs		
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Item	Description	Kshs	Cts
A.	<p><u>MATERIALS AND WORKMANSHIP (CONT)</u></p> <p><u>REJECTED WORKMANSHIP OR MATERIALS</u></p> <p>Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must immediately be removed from the site and replaced at the Contractor's expenses, as required.</p>		
B.	<p><u>PROPRIETARY MATERIALS</u></p> <p>Where proprietary materials are specified herein-after the Contractor may propose the use of materials of other manufacture but equal quality for approval by the Architect.</p> <p>All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used or fixed strictly in accordance with their instructions.</p>		

C.	<p><u>CONCRETE TESTS</u></p> <p>Concrete test cubes, i.e. per set of three as later described, including testing fee, labour and materials, making moulds, transport and handling etc</p> <p>Successful tests only (Provisional) set of three No. 12 @ Kshs-----</p> <p>(Tenderer must insert rate and extend)</p>	
D.	<p><u>TEMPORARY WORKS</u></p> <p><u>OFFICE AND SHEDS</u></p> <p>The Contractor shall erect and maintain temporary office accommodation for his own use and ample temporary watertight sheds for the proper storage and protection of materials and for the use of artisans and remove when ordered. Floors of sheds shall be at least 150mm above ground level.</p>	
E.	<p><u>SANITATION</u></p> <p>The Contractor shall provide the necessary latrines for his staff and workmen to the requirements and satisfaction of the Health authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.</p>	

Carried to collection Kshs

Item	Description	Kshs	Cts
A.	<p><u>OFFICES AND SERVICES FOR THE ARCHITECT</u></p> <p>The contractor shall provide, erect and maintain where directed on the site, an approved weather and sun-proof lock-up office for the sole use of the Architect and his representatives with a total floor area of not less than 20 square metres. The office shall be constructed with stone, concrete or Timber and the walls and ceilings internally lined with soft board. Glazed windows of not less than 1.5 square metres and a stout door with lock and fastenings shall be provided and the office furnished with wooden stools, tables and chairs and drawing table along the full length of one side, complete with drawers of sufficient size to carry the drawings laid flat. The contractor shall also provide, erect and maintain a lock-up European type latrine for the sole use of the Architect and his representatives and to the satisfaction of the Local Authorities and shall provide the services of a sweeper, pay all charges and keep both</p>		

	<p>office and latrine in a clean and sanitary condition during the whole period of the Works. The office and latrine shall be removed on completion. The contractor shall keep on site and maintain in good condition one dumpy or quickest level and levelling staff and one 30 metre steel tape for the use of the Architect and his representatives.</p>		
B.	<p><u>EXISTING AND ADJACENT PROPERTY</u></p> <p>The site is located within a busy shopping centre with operating business and the contractor will have been deemed to have visited the site to ascertain the working conditions; The contractor must take all necessary steps to safeguard existing and adjacent property, make good at his own expense any damage to persons or property caused thereon, and hold the Employer indemnified against any such claim arising. The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these Works. He must reinstate all damages at his own expenses and indemnify the Employer against any loss.</p> <p>The contractor must take such steps and exercise such care and diligence as to minimize nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property. In particular the contractor will be required to protect his works with dust proof material to prevent dust interfering with adjacent business.</p>		
C.	<p><u>WATCHING AND LIGHTING</u></p> <p>The contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, plant and materials against damage and theft.</p>		
D.	<p><u>SAMPLES</u></p> <p>The contractor shall furnish at the earliest possible opportunity at his own cost any samples of materials or workmanship that may be called for by the architect for his approval or rejection and any further samples in case of rejection, until such samples are approved. Such samples when approved shall be the minimum standard for the work to which they apply.</p>		
Carried to collection Kshs			

Item	Description	Kshs	Cts
A.	<p><u>TEMPORARY ROADS</u></p> <p>The contractor shall provide where directed all temporary access roads, tracks and paths necessary for the execution of the works, including making good when no longer required.</p>		
B.	<p><u>SIGNBOARD</u></p> <p>The main contractor shall apply and obtain permission from the City Council and prepare and fix on site a signboard and lettering on same for the display of the main contractor and Sub-contractors' names. Same shall be of an approved size with the</p>		

Employers name printed thereon. The Architect's, Quantity Surveyors and other Consultants names shall be printed in 50mm letters all to the Architect's design and approval. The approval plan number and NEMA approval number shall be printed thereon. No other signboard or advertising will be permitted. The signboard shall be well maintained throughout the construction Period and removed upon completion of the works. The contractor shall pay for all the charges and expenses in connection with the above.

NOMINATED SUB-CONTRACTORS AND SUPPLIERS
(See also under FORM OF CONTRACT Clauses 31.0 and 32.0)

C. NOMINATED SUB-CONTRACTORS

The contractor shall be responsible for Nominated Sub-Contractors in every respect and in particular it shall be the contractor's responsibility to ensure that each sub-contractor commences and completes the work in such manner and is ready on the Site with his materials, labour and special plant at such times so as to conform with the progress Schedule, as specified previously, and to ensure satisfactory progress.

The contractor shall also accept liability for and bear the cost of General Attendance on Nominated Sub-contractors which shall be deemed to include for:-

Allowing the use of standing scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant sub-contractors works are complete and removal of all scaffolding on completion. Providing space for office accommodation, and for storage of plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, and lighting, and clearing away all rubbish.

The items for "General Attendance" given herein-after following Prime Cost sums in respect of sub-contractors work shall be deemed to include all the above.

The contractor shall also accept liability for and bear the cost of Special Attendance on Nominated sub-contractors which shall include for one or more of the following:

Unloading, storing, hoisting, and placing in position, providing power, provision of special scaffolding

The items for "Special Attendance" given herein-after following Prime Cost sums shall include any one or more of the above items as set out in the particular reference. Cutting away for and making good after the work of sub-contractors as may be required will be measured and valued separately by the Quantity Surveyor

Carried to collection Kshs

Item	Description	Kshs	Cts
A.	<p><u>NOMINATED SUPPLIERS</u></p> <p>The cost of "Fix Only" materials to be obtained from Nominated Suppliers which are covered by prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been</p>		

received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described.

Before placing any orders with Nominated sub-Contractors or Nominated Suppliers the contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of contract and the Progress Schedule.

B. **PRIME COST RATES**

Where descriptions of items include a Prime Cost rate per unit this rate is to cover the net supply cost of the unit only. The Contractor's price must include for the cost of the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads.

The actual net cost per unit will be adjusted within the Final Account against the prime Cost rate stated.

C. **PROTECTION AND CLEANING**

PROTECTION

The Contractor shall cover and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of sub-contractors, etc., to the satisfaction of the Architect until the completion of the Contract, and carefully preserve all trees or bushes on or near the site.

CLEANING

The Contractor shall, upon completion of the Works, at his own expense, remove and clear way all surplus excavated materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of temporary access roads, offices, shed, camps, etc. Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains. He shall also, at the discretion of the Architect, remove all rubbish and dirt as it accumulates. The Contractor is to find own dump and shall pay all charges in connection therewith.

Carried to collection Kshs

Item	Description	Kshs	Cts
A.	<u>TRAINING LEVY</u> The Contractor's attention is drawn to Legal Notice 237 of October, 1971, which requires payment by the contractor of Training Levy on all contracts of more than		

B	<p>Kshs 50,000/= in value and his Tender shall include for all cost arising or resulting thereof.</p> <p><u>STANDARD LEVY</u> The Contractor's attention is drawn to Legal Notice No. 267 of 22nd June, 1990 which requires payment by the Contractor of Standard levy. His tender must include for all costs arising or resulting thereof</p>	
C	<p><u>VALUE ADDED TAX</u></p> <p>The Contractor shall comply with the VAT ACT Cap 476 Laws of Kenya which requires that Value Added Tax shall be charged on the value added in Provision of building services. The Contractor is advised that the pricing of their rates should be <u>Inclusive</u> of V.A.T. on inputs. The amount of V.A.T shall be assumed to be at the current statutory rate applicable at the time of tendering.</p>	
D	<p><u>NATIONAL CONSTRUCTION AUTHORITY</u></p> <p>The Contractor's attention is drawn to section 31 of the National Construction Authority Act which provides for imposition of the national construction levy payable to the Authority not exceeding 0.5% of the value of any contract whose value exceeds five million shillings. The tenderer should therefore take this into consideration when pricing this tender. His tender sum must therefore include for all costs arising or resulting thereof.</p>	
	<p>Carried to collection Kshs</p>	

Item	Description	Kshs	Cts
	<p><u>SITE ATTENDANCE</u></p> <p>Allow ...% for site office for contract attendance and profits for inspection and all necessary statutory bodies</p>		
	Carried to collection Kshs		

C. Item	Description	Kshs
	<p><u>COLLECTION</u></p> <p>Brought forward from Page No. --</p> <p>Brought forward from Page No. ---</p> <p>Section No. 1, Preliminaries, Carried to Main Summary Kshs.</p>	

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	SUB-STRUCTURE WORKS “ALL PROVISIONAL” Remove existing roof cover and keep as directed Supply and Fix the following four metres above ground level	ITEM			
B	Supply and fix Gauge 28 Box Profile colour blue laid with a minimum of 200mm on slope and 100mm minimum in end lap. Iron sheets are nailed on the timber purlins (ms) with help of steel nails (Measured net allow for the overlap)	SM	720		
C	Ditto Ridge caps	LM	50		
D	Ditto valleys The following trusses to be hoisted between 4.0m and 8.0m high above ground level (Provisional) Pressure impregnated sawn Cypress	LM	15		
E	100mm x 50mm Rafters	LM	685		
F	50mm x 50mm purlins	LM	930		
G	Ditto brandering	LM			
H	250mm x 25mm fascia and verge boards	LM	125		
I	150 x 200mm wide box shaped galvanized pressed steel gutter gauge 16 well supported and placed with a slope and a downpipe placed at the end to transfer water to the ground.	LM	75		
J	Extra Over for making 75mm diameter holes for downpipes in gutter	NO	12		
K	Carefully hack existing plaster to soffits of suspended slab to receive new plaster	ITEM			
L	12mm thick plastering(1:3)cement sand mortar to soffits of suspended slab and gable	SM	155		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
A	Supply and installation 100mm PVC down pipes including of all sundries/accessories, e.g brackets, sandals, connectors etc	LM	60		
B	Supply and fix 100mm bends	NO	12		
	Ceiling				
C	Supply and fix 12mm soft board ceiling nailed to existing timber brandering	SM	370		
	Cornice				
	Supply and fix 150mm cornice to detail				
	SERVICE COUNTERS				
D	Service counters 6000mm long comprising of three cubicals; 200mm thick masonry wall 1000mm high plastered and painted on both sides including, 6000mm long x 1500mm high Aluminium frame partitions with glass panels 18mm x 450mm wide granite top with upper transaction lower recessed 20mm thick top blockboard anchored with vertical aluminium stands 1000mm high 20mm thick block board sides divisions, shelves with s.s skirting on block boards backing and 150mm mild steel finish 3No. 750mm x 450mm x 250mm deep drawers with knobs and locks at each component with all necessary ironmongery to client's approval and satisfaction	NO	1		
	Aluminium Partition				
	Supply, assemble and fix powder coated Aluminiu framed partition with opens left for Glazing (ms) and MDF boards including all necessary beadings and rubber as described in the following				
E	100mm x 76mm x 1.2mm thick natural anodised aluminium framing, base piece screwed at bottom and top, grooved to receive glazing (M.S)	LM	50		
F	76mm x 44mm x 1.2mm thick natural anodised framing; horizontal grooved to approval at both				

	top and bottom to receive glazing (M.S) CARRIED FORWARD	LM	25		
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
A	76mm x 44mm x 1.2mm thick natural anodised framing; vertical piece grooved to approval at both sides to receive glazing (M.S)	LM	65		
	Aluminium beadings				
B	43mm x 20mm x 1.6mm thick beading member riveted to aluminium hollow section frames to receive glass (ms)	LM	110		
C	27.5mm x 17.25mm x 1.5mm thick beading to receive boards (ms)	LM	110		
D	38mm x 38mm x 3.5mm thick angle section beading to glazing (M.S)	LM	190		
E	18mm thick MDF boards laminated both sides to partitions	SM	40		
	Aluminium Door				
	Supply and fix Aluminium doors complete with frames stiles beadings with 6mm clear glass (ms) complete with aluminium door lock				
F	Size 900mm x 2400mm high	NO	4		
	GLAZING				
	Supply and fix the following approved quality glass including fixing and approved quality rubber and including all necessary fixing materials				
G	6mm thick approved pattern clear glass and glazing with approved quality rubber in panels over 0.1 to 0.5 square meters	SM	40		
H	150mm thick natural stone sub walling bedded and jointed in cement and sand mortar (1:3) with 20swg x 25mm wide hoop irons in alternate courses	SM	15		
I	Allow for repair major cracks to wall surfaces and Terrazzo floor finish	ITEM			

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
	PORTABLE FIRE EXTINGUISHERS				
A	Supply 9Kg Portable Dry powder fire extinguisher	NO	2		
B	Supply 9Kg Portable Carbon dioxide fire extinguisher	NO	2		
	Water tank Base				
C	Construct water tank base including excavation of base, including 200mm thick wall raised at 450mm above ground level. Size 2000mm diameter	NO	1		
	Water tank				
D	Supply and install 5000 Litres capacity cylindrical water tank made of High quality, food-grade polyethylene and UV –stabilized complete with necessary backnut and overflow, tap and all necessary fittings	NO	1		
E	Prepare and Spray paint both internal and external surfaces of Private Letter Boxes with fast dry paint (QAD) Posta colours as directed by the client	NO	2		
F	Numbering of both Internally and externally sides of boxes with appropriate stencil as directed by the client	NO	2		
	Prepare and apply 3 coats of Silk Vinyl to plastered surfaces:-				
G	Internal surfaces	SM	960		
H	External surfaces	SM	450		
J	Prepare and apply three coats to soffits of ceiling boards	SM	370		
K	Ditto suspended slab	SM	150		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
A	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	70		
B	Ditto timber surfaces	SM	50		
C	Apply hydrochloric acid to clean existing terazzo surfaces and apply polish	SM	370		
	ELECTRICAL INSTALLATION				
	Supply and fix the following electrical fittings				
D	4Ft LED Fitting complete with tube and all accessories	NO	10		
E	Double metallic Pole 13A Socket	NO	4		
F	Single metallic Pole15A Socket	NO	5		
G	2 GANG 2 WAY Switch	NO	1		
H	1 WAY Switch	NO	5		
I	Single Core 1.5 sq.mm	LM	60		
	FURNITURE				
	Supply the following furniture to detail				
	Supply rectangular office table made of engineered Wood with laminate finish 25mm thick with cable Management cut with plastic cover, with three no. drawers compete with drawer keys				
K	Size 1500mm long x 700mm high x 750mm width	NO	4		
L	Counter stools made of mild steel or powder coated metal with seats cushioned with high density polyurethane foam	NO	3		
M	Office chairs made of mild steel or powder coated metal with seats and backrest cushioned with high density polyurethane foam	NO	6		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	BROUGHT FORWARD Office Steel cabinets made from galvanized steel sheets with four drawers size 132mm x 38mm x 71mm	NO	3		
B	Ditto size 71mm x 38mm x 71mm	NO	2		
C	BRANDING Supply and fix backlight branding with Posta colours Posta Logo, Post office Name, and size Post office Code Size 3000mm x 500mm	NO	1		
D	WALL CLOCK Supply and fix 1 No. 300mm circular wall clock to details	No.	1		
E	NOTICE BOARDS Supply and fix a modern Notice Board size 1800mm x 1200mm	No.	4		
F	Supply and fix in position louver frames of 8 no. louvers	PRS	20		
G	150mm high 6mm thick louver glasses 750mm long	NO	60		
H	Solid core flush doors; Finished with scratch proof mahogany laminate; hardwood lipped on all edges and machine pressed to look like framed door; Complete with solid blocking for ironmongery: Size 900 x 2350mm high	NO	3		
I	IRONMONGERY Supply and fix the following ironmongery with matching screws all as per specified catalogue; 3-lever Mortise lock ; 'LEB-270' complete with a pair of polished brass handles	NO	11		
J	Heavy duty Door closer Union catalogue No.				

	8747/194 with closing speed control latch action. CARRIED FORWARD	NO	4		
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
	PIT LATRINE				
A	Excavate for pit latrine from ground level but not exceeding 1.5m deep	CM	5		
B	Ditto commencing from 1.5m deep but not exceeding 3.0m deep	CM	5		
C	Ditto commencing from 3.0m deep but not exceeding 4.5m deep	CM	5		
D	Ditto commencing from 4.5m deep but not exceeding 6.0m deep	CM	5		
E	Allow for keeping the whole of excavations free from all water	ITEM			
F	Allow for maintaining and upholding sides of excavations and keeping clear from all fallen materials.	ITEM			
G	Load and cart away excess material from site	CM	20		
	Mass concrete class 15/20(1:2:4)				
H	50mm thick blinding concrete under strip footing	SM	3		
I	150mm thick natural stone sub walling bedded and jointed in cement and sand mortar (1:3) with 20swg x 25mm wide hoop irons in alternate courses	SM	70		
J	Steel mesh fabric reinforcement to B.S 4483 Mesh fabric reinforcement ref: A142 weighing 2.22 kgs per square meter				
	Vibrated reinforced concrete Class 20/20 (1:2:4) in:				
K	150mm floor bed	SM	8		

CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
	SUPER WALLING				
	Machine cut stone walling and bedded and jointed in cement/ sand (1:3) mortar as described in:				
A	150mm thick walling reinforced with and including 20swq x 25mm wide and hoop iron in every alternate courses	SM	20		
B	Damp proof course 3ply bituminous felt or other equal and approved 200mm wide horizontal	LM	5		
C	Supply and fix Gauge 28 Box Profile colour blue laid with a minimum of 200mm on slope and 100mm minimum in end lap. Iron sheets are nailed on the timber purlins (ms) with help of steel nails (Measured net allow for the overlap)	SM	10		
	The following trusses to be hoisted between 4.0m and 8.0m high above ground level (Provisional) Pressure impregnated sawn Cypress				
D	75mm x 50mm Rafters	LM	20		
E	75mm x 50mm purlins	LM	10		
F	250mm x 25mm fascia	LM	12		
	Super Structure works Vibrated Reinforced insitu concrete class 20/20 (1:2:4) as described in:				
G	Ring beam	CM	0.5		
	Flush doors				
H	900 x 2400mm high solid cored flush doors lined with mahogany veeneder both sides hardwood ll lipped around with fanlight	NO	2		

	CARRIED FORWARD				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
	Door Frame				
A	Wrot mahogany to door frames and finishes 150x50mm door frame with three labours plugged to wall	LM	14		
	Ironmongery				
B	100mm pressed steel brass hinges	PRS	3		
C	2 Lever mortice lock ref 2295 complete with brass handles	NO	2		
D	12mm thick plastering(1:4)cement sand mortar to walls	SM	40		
	Prepare and apply 3 coats of silk vinyl to plastered:				
E	Wall surfaces	SM	40		
F	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on timber surfaces	SM	10		
	BUILD WORKS CARRIED TO SUMMARY PAGE				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PRIME COSTS (PC) & PROVISIONAL SUMS (PS)				
A	Provide a Provisional Sum of Kenya Shillings Thirty Thousand for obtaining County Government Permit	ITE M			
B	Allow Provisional Cost Sum of Kenya Shillings Two Hundred Thousand (200,000.00) for Contingencies	ITE M			
	Carried to Summary Page				

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
]	<p>SUMMARY PAGE</p> <p>Elements Brought Forward</p> <p>General Preliminaries</p> <p>Build works</p> <p>Prime Costs & Provisional Sum</p> <p>Sub Total</p> <p>16% VAT</p> <p>Total (To be transferred to Summary Table)</p>				

6.2.8 KITUI POST OFFICE

Item	Description	Kshs	Cts
A.	<p><u>GENERAL MATTERS</u></p> <p><u>SUFFICIENCY OF TENDER</u></p> <p>The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced 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 and maintenance of the works.</p>		
B.	<p><u>STAMP CHARGES</u></p> <p>The contractor shall allow for the payment of all stamp charges in connection with the surety bond.</p>		
C.	<p><u>DEFINITIONS AND ABBREVIATIONS</u></p> <p>Terms used in this Bills of Quantities shall be interpreted as follows:-</p> <p>Approved" Shall mean approved by the Architect</p> <p>As directed " Shall mean as directed by the Architect.</p> <p>B.S" Shall mean the current British Standard specification published by the British Standards Institution, 2 Park Street, London, W.I. England</p> <p>CM Shall mean cubic Metres</p> <p>SM shall mean Square Metres</p> <p>LM Shall mean Linear metres</p> <p>mm Shall mean Millimetres</p> <p>KG Shall mean Kilogrammes</p> <p>No Shall mean numbers</p>		
D.	<p><u>FIGURED DIMENSIONS</u></p> <p>Figured dimensions are to be followed in preference to dimensions scaled from the drawings; but whenever possible dimensions are to be taken on the site or from the Buildings. Before any work is commenced by sub-contractors or specialists firms, dimensions must be checked on the site and/or buildings and agreed with the contractor, irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.</p>		

	Carried to collection Kshs		

Item	Description	D. Kshs	Cts
A.	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>PROVISIONAL WORK</u></p> <p>All “provisional” and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measurement, the Contractor shall give notice to the Quantity Surveyor. If the contractor makes default in this respect he shall if the Architect so directs, Uncover the work at his own expense to enable the measurements be taken.</p>		
B.	<u>PLANT, TOOLS AND SCAFFOLDING</u>		

The contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the works and shall remove same on completion.

The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works, including sub-contract works, provide special scaffolding as and when required during the Works and remove on completion and make good.

Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guard-rails to approval.

All such plant, tools and scaffolding shall comply with all regulations whether general or local, in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.

Scaffolding is not measured hereinafter and the Contractor must allow here or in his rates for the above if applicable.

C. HOARDING

The contractor shall enclose the site with hording with opening and gate as required.

The hording shall be 2500mm high constructed with timber to approval and covered with galvanised iron corrugated sheets painted to approval

D. PROGRESS CHART

The contractor shall upon receiving instructions to proceed with the work, draw up a time and progress schedule setting out the order in which the works are to be carried out with the appropriate dates thereof. This time and progress schedule is to be agreed with the architect and no deviations from the order set out in this schedule will be permitted without the written consent of the architect. The main contractor will be responsible for arranging the above programme with all sub-contractors including the nominated sub-contractors and nominated suppliers.

Carried to collection Kshs

Item	Description	E.	Kshs	Cts
A.	<u>EXISTING SERVICES</u> Prior to commencement of any work, the contractor is to ascertain from the relevant authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant authority and shall be made good to their satisfaction at the Contractor's expenses.			
B.	<u>TRANSPORT TO AND FROM THE SITE</u>			

The Contractor shall include in his prices for the transport of materials, workmen, etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the Authorities.

C. PUBLIC AND PRIVATE ROADS, PAVEMENTS ETC

The Contractor will be required to make good, at his own expense, any damage he may cause to the present road surfaces and pavements within or beyond the boundary of the site, during the period of the Works. In particular, all existing trees, shrubs, plants, etc., which may be destroyed or damaged during the progress of the Works are to be made good by the Contractor to the approval of the Architect.

D. POLICE REGULATIONS

The contractor is to allow for complying with all instructions and regulations of the Police Authorities.

E. CONTRACTORS SUPERINTENDENCE

The contractor shall constantly keep on the Works a literate English speaking agent or representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. Such agent or representative shall receive on behalf of the contractor, directions and instructions from the Architect and such directions and instructions shall be deemed to have been given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Architect.

F. SIGN FOR MATERIALS SUPPLIED

The contractor will be required to sign for all materials supplied by the employer at the time of taking delivery thereof, as having received them in good order and condition and will thereafter be responsible for any loss or damage of materials which will be supplied by the employer at current market prices including Customs Duty, VAT and all government taxes all at the contractors own cost and expenses to the satisfaction of the employer.

Carried to collection Kshs.

Item	Description	F.	Kshs	Cts
	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>CONTRACTORS SUPERINTENDENCE (CONT)</u></p> <p>It is to be a specific condition of this Contract that the successful tenderer shall provide on the site throughout the period up to the date for practical completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the drawings,</p>			

and shall ensure that upon any termination of employment, a suitable replacement is found.

Before the Tenderers offer is accepted the Architect will personally interview the Contractor's proposed representative. A curriculum vitae of past experience and qualifications must be provided for the Architect's scrutiny.

The Architect's decision will be final regarding the suitability of the proposed representative.

A. **WATER**

All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension.

The contractor shall provide at his own risk and cost all water for use in connection with the Works (including the work of sub-contractors). The contractor shall provide at his own expense all temporary distribution pipes, storage tanks, meters, etc., and he shall clear away same upon completion of the Works.

B. **LIGHTING AND POWER**

The contractor shall provide at his own risk and cost all artificial lighting and power for use on the works, including all sub-contractors and specialists requirements and including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.

C. **SAFETY**

The Contractor shall comply at all times with the requirements of the Factory Act (Cap 514) Building Construction Rules, Supplement 18, Legal Notice No. 40 dated 5th April, 1984 and ensure that the safety of his workpeople and authorized visitors to the site is protected at all times. In particular, there shall be proper provision of planked footways and guard-rails to scaffolding etc., protection against falling materials and tools and the site shall be kept tidy and clear of dangerous rubbish.

Carried to collection Kshs.

Item	Description	Kshs.	Cts
	<u>GENERAL MATTES (CONT'D)</u> <u>SAFETY (CONT'D)</u> The contractor shall appoint a Safety Officer as required by the Factory Act and notify the Factory Inspector of his name. The Safety officer shall be on site at all times and		

all directions given by the Architect to the Safety Officer shall be deemed to be Architect's Instructions, and shall be complied with promptly without additional cost to the contract. The Architect shall be empowered to suspend work on the Site should he consider these conditions are not being observed, and no claim arising from such a suspension will be allowed.

A. **PROTECTIVE CLOTHING**

The contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, overalls, etc., according to the type of work. The contractor shall ensure that safety helmets are worn by all staff on site at all times.

B. **MATERIALS AND WORKMANSHIP**
GENERALLY

All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.

All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standards Institution Specification current at the date of Tender. 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 such materials are on site when required for use in the works.

The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.

The works throughout shall be executed by skilled workmen well versed in their respective trades.

Carried to collection Kshs

Item	Description	Kshs	Cts
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A.	<p><u>MATERIALS AND WORKMANSHIP (CONT)</u></p> <p><u>REJECTED WORKMANSHIP OR MATERIALS</u></p> <p>Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must immediately be removed from the site and replaced at the Contractor's expenses, as required.</p>		
B.	<p><u>PROPRIETARY MATERIALS</u></p> <p>Where proprietary materials are specified herein-after the Contractor may propose the use of materials of other manufacture but equal quality for approval by the Architect.</p> <p>All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used or fixed strictly in accordance with their instructions.</p>		
C.	<p><u>CONCRETE TESTS</u></p> <p>Concrete test cubes, i.e. per set of three as later described, including testing fee, labour and materials, making moulds, transport and handling etc</p> <p>Successful tests only (Provisional) set of three No. 12 @ Kshs-----</p> <p>(Tenderer must insert rate and extend)</p>		
D.	<p><u>TEMPORARY WORKS</u></p> <p><u>OFFICE AND SHEDS</u></p> <p>The Contractor shall erect and maintain temporary office accommodation for his own use and ample temporary watertight sheds for the proper storage and protection of materials and for the use of artisans and remove when ordered. Floors of sheds shall be at least 150mm above ground level.</p>		
E.	<p><u>SANITATION</u></p> <p>The Contractor shall provide the necessary latrines for his staff and workmen to the requirements and satisfaction of the Health authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.</p>		
	Carried to collection Kshs		

Item	Description	Kshs	Cts
A.	<p><u>OFFICES AND SERVICES FOR THE ARCHITECT</u></p> <p>The contractor shall provide, erect and maintain where directed on the site, an approved weather and sun-proof lock-up office for the sole use of the Architect and his representatives with a total floor area of not less than 20 square metres. The office shall be constructed with stone, concrete or Timber and the walls and ceilings internally lined with soft board. Glazed windows of not less than 1.5 square metres and a stout door with lock and fastenings shall be provided and the office furnished with wooden stools, tables and chairs and drawing table along the full length of one side, complete with drawers of sufficient size to carry the drawings laid flat. The contractor shall also provide, erect and maintain a lock-up European type latrine for the sole use of the Architect and his representatives and to the satisfaction of the Local Authorities and shall provide the services of a sweeper, pay all charges and keep both office and latrine in a clean and sanitary condition during the whole period of the Works. The office and latrine shall be removed on completion. The contractor shall keep on site and maintain in good condition one dumpy or quickest level and levelling staff and one 30 metre steel tape for the use of the Architect and his representatives.</p>		
B.	<p><u>EXISTING AND ADJACENT PROPERTY</u></p> <p>The site is located within a busy shopping centre with operating business and the contractor will have been deemed to have visited the site to ascertain the working conditions; The contractor must take all necessary steps to safeguard existing and adjacent property, make good at his own expense any damage to persons or property caused thereon, and hold the Employer indemnified against any such claim arising. The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these Works. He must reinstate all damages at his own expenses and indemnify the Employer against any loss.</p> <p>The contractor must take such steps and exercise such care and diligence as to minimize nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property. In particular the contractor will be required to protect his works with dust proof material to prevent dust interfering with adjacent business.</p>		
C.	<p><u>WATCHING AND LIGHTING</u></p> <p>The contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, plant and materials against damage and theft.</p>		
D.	<p><u>SAMPLES</u></p> <p>The contractor shall furnish at the earliest possible opportunity at his own cost any samples of materials or workmanship that may be called for by the architect for his approval or rejection and any further samples in case of rejection, until such samples are approved. Such samples when approved shall be the minimum standard for the work to which they apply.</p>		
Carried to collection Kshs			

Item	Description	Kshs	Cts
A.	<p><u>TEMPORARY ROADS</u></p> <p>The contractor shall provide where directed all temporary access roads, tracks and paths necessary for the execution of the works, including making good when no longer required.</p>		
B.	<p><u>SIGNBOARD</u></p> <p>The main contractor shall apply and obtain permission from the City Council and prepare and fix on site a signboard and lettering on same for the display of the main contractor and Sub-contractors' names. Same shall be of an approved size with the Employers name printed thereon. The Architect's, Quantity Surveyors and other Consultants names shall be printed in 50mm letters all to the Architect's design and approval. The approval plan number and NEMA approval number shall be printed thereon. No other signboard or advertising will be permitted. The signboard shall be well maintained throughout the construction Period and removed upon completion of the works. The contractor shall pay for all the charges and expenses in connection with the above.</p> <p><u>NOMINATED SUB-CONTRACTORS AND SUPPLIERS</u> <u>(See also under FORM OF CONTRACT Clauses 31.0 and 32.0)</u></p>		
C.	<p><u>NOMINATED SUB-CONTRACTORS</u></p> <p>The contractor shall be responsible for Nominated Sub-Contractors in every respect and in particular it shall be the contractor's responsibility to ensure that each sub-contractor commences and completes the work in such manner and is ready on the Site with his materials, labour and special plant at such times so as to conform with the progress Schedule, as specified previously, and to ensure satisfactory progress.</p> <p>The contractor shall also accept liability for and bear the cost of General Attendance on Nominated Sub-contractors which shall be deemed to include for:-</p> <p>Allowing the use of standing scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant sub-contractors works are complete and removal of all scaffolding on completion. Providing space for office accommodation, and for storage of plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, and lighting, and clearing away all rubbish.</p> <p>The items for "General Attendance" given herein-after following Prime Cost sums in respect of sub-contractors work shall be deemed to include all the above.</p> <p>The contractor shall also accept liability for and bear the cost of Special Attendance on Nominated sub-contractors which shall include for one or more of the following:</p> <p>Unloading, storing, hoisting, and placing in position, providing power, provision of special scaffolding</p> <p>The items for "Special Attendance" given herein-after following Prime Cost sums shall include any one or more of the above items as set out in the particular reference.</p>		

	Cutting away for and making good after the work of sub-contractors as may be required will be measured and valued separately by the Quantity Surveyor		
	Carried to collection Kshs		
Item	Description	Kshs	Cts
A.	<p><u>NOMINATED SUPPLIERS</u></p> <p>The cost of “Fix Only” materials to be obtained from Nominated Suppliers which are covered by prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described.</p> <p>Before placing any orders with Nominated sub-Contractors or Nominated Suppliers the contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of contract and the Progress Schedule.</p>		
B.	<p><u>PRIME COST RATES</u></p> <p>Where descriptions of items include a Prime Cost rate per unit this rate is to cover the net supply cost of the unit only. The Contractor’s price must include for the cost of the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads.</p> <p>The actual net cost per unit will be adjusted within the Final Account against the prime Cost rate stated.</p>		
C.	<p><u>PROTECTION AND CLEANING</u></p> <p><u>PROTECTION</u></p> <p>The Contractor shall cover and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of sub-contractors, etc., to the satisfaction of the Architect until the completion of the Contract, and carefully preserve all trees or bushes on or near the site.</p> <p><u>CLEANING</u></p> <p>The Contractor shall, upon completion of the Works, at his own expense, remove and clear way all surplus excavated materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of temporary access roads, offices, shed, camps, etc. Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains. He shall also, at the discretion of the Architect, remove all rubbish and dirt as it accumulates. The Contractor is to find own dump and shall pay all charges in connection therewith.</p>		

	Carried to collection	Kshs		
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Item	Description	Kshs	Cts
A.	<p>TRAINING LEVY The Contractor's attention is drawn to Legal Notice 237 of October, 1971, which requires payment by the contractor of Training Levy on all contracts of more than Kshs 50,000/= in value and his Tender shall include for all cost arising or resulting thereof.</p>		
B	<p>STANDARD LEVY The Contractor's attention is drawn to Legal Notice No. 267 of 22nd June, 1990 which requires payment by the Contractor of Standard levy. His tender must include for all costs arising or resulting thereof</p>		
C	<p>VALUE ADDED TAX The Contractor shall comply with the VAT ACT Cap 476 Laws of Kenya which requires that Value Added Tax shall be charged on the value added in Provision of building services. The Contractor is advised that the pricing of their rates should be <u>Inclusive</u> of V.A.T. on inputs. The amount of V.A.T shall be assumed to be at the current statutory rate applicable at the time of tendering.</p>		
D	<p>NATIONAL CONSTRUCTION AUTHORITY The Contractor's attention is drawn to section 31 of the National Construction Authority Act which provides for imposition of the national construction levy payable to the Authority not exceeding 0.5% of the value of any contract whose value exceeds five million shillings. The tenderer should therefore take this into consideration when pricing this tender. His tender sum must therefore include for all costs arising or resulting thereof.</p>		
	Carried to collection Kshs		

Item	Description	Kshs	Cts
	<p><u>SITE ATTENDANCE</u></p> <p>Allow ...% for site office for contract attendance and profits for inspection and all necessary statutory bodies</p>		
	<p>Carried to collection</p>	Kshs	

Section No. 1, Preliminaries, Carried to Main Summary Kshs.

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	ELEMENT NO. 1 SUB-STRUCTURE WORKS “ALL PROVISIONAL”				
A	Remove existing roof cover and keep as directed	ITEM			
B	Remove existing Private Letter Boxes and keep as directed for re-use	ITEM			
	Supply and Fix the following three metres above ground level				
C	Supply and fix Gauge 28 Box Profile colour blue laid with a minimum of 200mm on slope and 100mm minimum in end lap. Iron sheets are nailed on the timber purlins (ms) with help of steel nails (Measured net allow for the overlap)	SM	220		
D	Ditto Ridge caps	LM	25		
E	Ditto valleys	LM	10		
	The following trusses to be hoisted between 4.0m and 8.0m high above ground level (Provisional) Pressure impregnated sawn Cypress				
F	75mm x 50mm Rafters	LM	380		
G	50mm x 50mm purlins	LM	320		
H	Ditto brandering	LM	420		

I	250mm x 25mm fascia and verge boards	LM	70		
J	150 x 200 mm wide box shaped galvanized pressed steel gutter gauge 16 well supported and placed with a slope and a downpipe placed at the end to transfer water to the ground.	LM	40		
K	Extra Over for making 75mm diameter holes for downpipes in gutter	NO	8		
CARRIED FORWARD					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
A	Supply and installation 75mm PVC down pipes including of all sundries/accessories, e.g brackets, sandals, connectors etc	LM	60		
B	Supply and fix 75mm bends	NO	8		
	Ceiling				
C	Supply and fix 12mm soft board ceiling nailed to existing timber brandering	SM	220		
D	150mm cornice	LM	120		
	PORTABLE FIRE EXTINGUISHERS				
E	Supply 9Kg Portable Dry powder fire extinguisher	NO	2		
F	Supply 9Kg Portable Carbon dioxide fire extinguisher	NO	2		
G	Repair major cracks to wall	ITEM			
H	200mm high machine cut natural stone bedded and jointed in cement sand 1:3 mortar to form plinth to receive Private Letter Boxes	SM	15		
I	450mm x 450mm natural stone piers bedded and jointed in cement sand 1:3 mortar 2400mm high	NO	10		
	Installation Boxes				
J	Fix in position Private Letter boxes to plinth				

	including placing recovered windows above boxes	SET	17		
K	Supply and weld Gauge 16 mild steel plate for ceiling above boxes	SM	35		
L	Prepare and Spray paint both internal and external surfaces of Private Letter Boxes with fast dry paint (QAD) Posta colours as directed by the client	NO	17		
M	Numbering of both Internally and externally sides of boxes with appropriate stencil as directed by the client	NO	17		
CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
	Prepare and apply 3 coats of Silk Vinyl to plastered surfaces:-				
A	Internal surfaces	SM	465		
B	External surfaces	SM	920		
C	Prepare and apply three coats to soffits of ceiling boards	SM	220		
D	Ditto suspended slab	SM	90		
E	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	70		
F	Floor Finishes Hack existing floor to receive 25mm screed (ms)	SM	150		
G	Floor screed 25mm thick (1:3) cement sand screed backing to receive ceramic tiles	SM	150		
	Supply and fix approved 8mm ceramic floor tiles fixed by specialist with and including cement mortar and grouting joints with approved epoxy based grout				
H	300 x 300 non slip ceramic floor tiles.	SM	150		
I	Ditto 150 mm skirting	LM	160		

	ELECTRICAL INSTALLATION Supply and fix the following electrical fittings 4Ft LED Fitting complete with tube and all accessories				
J		NO	10		
K	Double metallic Pole 13A Socket	NO	4		
L	Single metallic Pole15A Socket	NO	5		
M	2 GANG 2 WAY Switch	NO	1		
N	1 WAY Switch	NO	5		
O	Single Core 1.5 sq.mm	LM	60		
CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
	FURNITURE Supply the following furniture to detail Supply rectangular office table made of engineered Wood with laminate finish 25mm thick with cable Management cut with plastic cover, with three no. drawers compete with drawer keys				
A	Size 1500mm long x 700mm high x 750mm width	NO	6		
B	Counter stools made of mild steel or powder coated metal with seats cushioned with high density polyurethane foam	NO	3		
C	Office chairs made of mild steel or powder coated metal with seats and backrest cushioned with high density polyurethane foam	NO	6		
D	Office Steel cabinets made from galvanized steel sheets with four drawers size 132mm x 38mm x 71mm	NO	3		
E	Ditto size 71mm x 38mm x 71mm	NO	2		
	BRANDING				
F	Supply and fix backlight branding with Posta colours Posta LOGO, Post office Name, and size Post office Code Size 3000mm x 500mm	NO	1		

	WALL CLOCK				
G	Supply and fix 1 No. 300mm circular wall clock to details	No.	1		
	NOTICE BOARDS				
H	Supply and fix a modern Notice Board size 1800mm x 1200mm	No.	4		
I	Supply and fix in position louver frames of 8 no. louvers	PRS	20		
J	150mm high 6mm thick louver glasses 750mm long	NO	120		
	CARRIED FORWARD				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
	Flush Doors				
	Solid core flush doors; Finished with scratch proof mahogany laminate; hardwood lipped on all edges and machine pressed to look like framed door; Complete with solid blocking for ironmongery;				
A	Size 900 x 2350mm high	NO	5		
	IRONMONGERY				
	Supply and fix the following ironmongery with matching screws all as per specified catalogue;				
B	3-lever Mortise lock ; 'LEB-270' complete with a pair of polished brass handles	NO	5		
C	Heavy duty Door closer Union catalogue No. 8747/194 with closing speed control latch action.	NO	4		
D	Allow for Re arrangement of Private Letter Boxes	ITEM			
	BUILD WORKS CARRIED TO SUMMARY PAGE				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PRIME COSTS (PC) & PROVISIONAL SUMS (PS)				
A	Provide a Prime Cost of Kenya Shillings Thirty Thousand for obtaining County Government Permit	ITEM			
	Allow Provisional Sum of Kenya Shillings of Two Hundred Thousand(Kshs. 200,000) for Contingencies	ITEM			
	Carried to Summary Page				
ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	SUMMARY PAGE				
	Elements Brought Forward				
	General Preliminaries				
	Build works				
	Prime Costs & Provisional Sum				
	Sub Total				
	16% VAT				
	Total (To be transferred to Summary Table)				

6.2.9 NAROK POST OFFICE

Item	Description	Kshs	Cts
A.	<p><u>GENERAL MATTERS</u></p> <p><u>SUFFICIENCY OF TENDER</u></p> <p>The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced 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 and maintenance of the works.</p> <p><u>STAMP CHARGES</u></p> <p>The contractor shall allow for the payment of all stamp charges in connection with the surety bond.</p> <p><u>DEFINITIONS AND ABBREVIATIONS</u></p> <p>Terms used in this Bills of Quantities shall be interpreted as follows:-</p> <p>Approved" Shall mean approved by the Architect</p> <p>As directed " Shall mean as directed by the Architect.</p> <p>B.S" Shall mean the current British Standard specification published by the British Standards Institution, 2 Park Street, London, W.I. England</p> <p>CM Shall mean cubic Metres</p> <p>SM shall mean Square Metres</p> <p>LM Shall mean Linear metres</p> <p>mm Shall mean Millimetres</p> <p>KG Shall mean Kilogrammes</p>		

	No Shall mean numbers		
D.	<p><u>FIGURED DIMENSIONS</u></p> <p>Figured dimensions are to be followed in preference to dimensions scaled from the drawings; but whenever possible dimensions are to be taken on the site or from the Buildings. Before any work is commenced by sub-contractors or specialists firms, dimensions must be checked on the site and/or buildings and agreed with the contractor, irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.</p> <p>Carried to collection Kshs</p>		

Item	Description	H. Kshs	Cts
A.	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>PROVISIONAL WORK</u></p> <p>All “provisional” and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measurement, the Contractor shall give notice to the Quantity Surveyor. If the contractor makes default in this respect he shall if the Architect so directs, Uncover the work at his own expense to enable the measurements be taken.</p>		
B.	<u>PLANT, TOOLS AND SCAFFOLDING</u>		

The contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the works and shall remove same on completion.

The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works, including sub-contract works, provide special scaffolding as and when required during the Works and remove on completion and make good.

Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guard-rails to approval.

All such plant, tools and scaffolding shall comply with all regulations whether general or local, in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.

Scaffolding is not measured hereinafter and the Contractor must allow here or in his rates for the above if applicable.

C. HOARDING

The contractor shall enclose the site with hording with opening and gate as required.

The hording shall be 2500mm high constructed with timber to approval and covered with galvanised iron corrugated sheets painted to approval

D. PROGRESS CHART

The contractor shall upon receiving instructions to proceed with the work, draw up a time and progress schedule setting out the order in which the works are to be carried out with the appropriate dates thereof. This time and progress schedule is to be agreed with the architect and no deviations from the order set out in this schedule will be permitted without the written consent of the architect. The main contractor will be responsible for arranging the above programme with all sub-contractors including the nominated sub-contractors and nominated suppliers.

Carried to collection Kshs

Item	Description	I.	Kshs	Cts
A.	<u>EXISTING SERVICES</u> Prior to commencement of any work, the contractor is to ascertain from the relevant authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant authority and shall be made good to their satisfaction at the Contractor's expenses.			
B.	<u>TRANSPORT TO AND FROM THE SITE</u>			

The Contractor shall include in his prices for the transport of materials, workmen, etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the Authorities.

C. PUBLIC AND PRIVATE ROADS, PAVEMENTS ETC

The Contractor will be required to make good, at his own expense, any damage he may cause to the present road surfaces and pavements within or beyond the boundary of the site, during the period of the Works. In particular, all existing trees, shrubs, plants, etc., which may be destroyed or damaged during the progress of the Works are to be made good by the Contractor to the approval of the Architect.

D. POLICE REGULATIONS

The contractor is to allow for complying with all instructions and regulations of the Police Authorities.

E. CONTRACTORS SUPERINTENDENCE

The contractor shall constantly keep on the Works a literate English speaking agent or representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. Such agent or representative shall receive on behalf of the contractor, directions and instructions from the Architect and such directions and instructions shall be deemed to have been given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Architect.

F. SIGN FOR MATERIALS SUPPLIED

The contractor will be required to sign for all materials supplied by the employer at the time of taking delivery thereof, as having received them in good order and condition and will thereafter be responsible for any loss or damage of materials which will be supplied by the employer at current market prices including Customs Duty, VAT and all government taxes all at the contractors own cost and expenses to the satisfaction of the employer.

Carried to collection Kshs.

Item	Description	J.	Kshs	Cts
	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>CONTRACTORS SUPERITENDENCE (CONT)</u></p> <p>It is to be a specific condition of this Contract that the successful tenderer shall provide on the site throughout the period up to the date for practical completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the drawings,</p>			

and shall ensure that upon any termination of employment, a suitable replacement is found.

Before the Tenderers offer is accepted the Architect will personally interview the Contractor's proposed representative. A curriculum vitae of past experience and qualifications must be provided for the Architect's scrutiny.

The Architect's decision will be final regarding the suitability of the proposed representative.

A. **WATER**

All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension.

The contractor shall provide at his own risk and cost all water for use in connection with the Works (including the work of sub-contractors). The contractor shall provide at his own expense all temporary distribution pipes, storage tanks, meters, etc., and he shall clear away same upon completion of the Works.

B. **LIGHTING AND POWER**

The contractor shall provide at his own risk and cost all artificial lighting and power for use on the works, including all sub-contractors and specialists requirements and including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.

C. **SAFETY**

The Contractor shall comply at all times with the requirements of the Factory Act (Cap 514) Building Construction Rules, Supplement 18, Legal Notice No. 40 dated 5th April, 1984 and ensure that the safety of his workpeople and authorized visitors to the site is protected at all times. In particular, there shall be proper provision of planked footways and guard-rails to scaffolding etc., protection against falling materials and tools and the site shall be kept tidy and clear of dangerous rubbish.

Carried to collection Kshs.

Item	Description	Kshs.	Cts
	<u>GENERAL MATTES (CONT'D)</u> <u>SAFETY (CONT'D)</u> The contractor shall appoint a Safety Officer as required by the Factory Act and notify the Factory Inspector of his name. The Safety officer shall be on site at all times and		

all directions given by the Architect to the Safety Officer shall be deemed to be Architect's Instructions, and shall be complied with promptly without additional cost to the contract. The Architect shall be empowered to suspend work on the Site should he consider these conditions are not being observed, and no claim arising from such a suspension will be allowed.

A. **PROTECTIVE CLOTHING**

The contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, overalls, etc., according to the type of work. The contractor shall ensure that safety helmets are worn by all staff on site at all times.

B. **MATERIALS AND WORKMANSHIP**
GENERALLY

All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.

All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standards Institution Specification current at the date of Tender. 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 such materials are on site when required for use in the works.

The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.

The works throughout shall be executed by skilled workmen well versed in their respective trades.

Carried to collection Kshs

Item	Description	Kshs	Cts
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A.	<p><u>MATERIALS AND WORKMANSHIP (CONT)</u></p> <p><u>REJECTED WORKMANSHIP OR MATERIALS</u></p> <p>Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must immediately be removed from the site and replaced at the Contractor's expenses, as required.</p>		
B.	<p><u>PROPRIETARY MATERIALS</u></p> <p>Where proprietary materials are specified herein-after the Contractor may propose the use of materials of other manufacture but equal quality for approval by the Architect.</p> <p>All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used or fixed strictly in accordance with their instructions.</p>		
C.	<p><u>CONCRETE TESTS</u></p> <p>Concrete test cubes, i.e. per set of three as later described, including testing fee, labour and materials, making moulds, transport and handling etc</p> <p>Successful tests only (Provisional) set of three No. 12 @ Kshs-----</p> <p>(Tenderer must insert rate and extend)</p>		
D.	<p><u>TEMPORARY WORKS</u></p> <p><u>OFFICE AND SHEDS</u></p> <p>The Contractor shall erect and maintain temporary office accommodation for his own use and ample temporary watertight sheds for the proper storage and protection of materials and for the use of artisans and remove when ordered. Floors of sheds shall be at least 150mm above ground level.</p>		
E.	<p><u>SANITATION</u></p> <p>The Contractor shall provide the necessary latrines for his staff and workmen to the requirements and satisfaction of the Health authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.</p>		
	Carried to collection Kshs		

Item	Description	Kshs	Cts
A.	<p><u>OFFICES AND SERVICES FOR THE ARCHITECT</u></p> <p>The contractor shall provide, erect and maintain where directed on the site, an approved weather and sun-proof lock-up office for the sole use of the Architect and his representatives with a total floor area of not less than 20 square metres. The office shall be constructed with stone, concrete or Timber and the walls and ceilings internally lined with soft board. Glazed windows of not less than 1.5 square metres and a stout door with lock and fastenings shall be provided and the office furnished with wooden stools, tables and chairs and drawing table along the full length of one side, complete with drawers of sufficient size to carry the drawings laid flat. The contractor shall also provide, erect and maintain a lock-up European type latrine for the sole use of the Architect and his representatives and to the satisfaction of the Local Authorities and shall provide the services of a sweeper, pay all charges and keep both office and latrine in a clean and sanitary condition during the whole period of the Works. The office and latrine shall be removed on completion. The contractor shall keep on site and maintain in good condition one dumpy or quickest level and levelling staff and one 30 metre steel tape for the use of the Architect and his representatives.</p>		
B.	<p><u>EXISTING AND ADJACENT PROPERTY</u></p> <p>The site is located within a busy shopping centre with operating business and the contractor will have been deemed to have visited the site to ascertain the working conditions; The contractor must take all necessary steps to safeguard existing and adjacent property, make good at his own expense any damage to persons or property caused thereon, and hold the Employer indemnified against any such claim arising. The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these Works. He must reinstate all damages at his own expenses and indemnify the Employer against any loss.</p> <p>The contractor must take such steps and exercise such care and diligence as to minimize nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property. In particular the contractor will be required to protect his works with dust proof material to prevent dust interfering with adjacent business.</p>		
C.	<p><u>WATCHING AND LIGHTING</u></p> <p>The contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, plant and materials against damage and theft.</p>		
D.	<p><u>SAMPLES</u></p> <p>The contractor shall furnish at the earliest possible opportunity at his own cost any samples of materials or workmanship that may be called for by the architect for his approval or rejection and any further samples in case of rejection, until such samples are approved. Such samples when approved shall be the minimum standard for the work to which they apply.</p>		
Carried to collection Kshs			

Item	Description	Kshs	Cts
A.	<p><u>TEMPORARY ROADS</u></p> <p>The contractor shall provide where directed all temporary access roads, tracks and paths necessary for the execution of the works, including making good when no longer required.</p>		
B.	<p><u>SIGNBOARD</u></p> <p>The main contractor shall apply and obtain permission from the City Council and prepare and fix on site a signboard and lettering on same for the display of the main contractor and Sub-contractors' names. Same shall be of an approved size with the Employers name printed thereon. The Architect's, Quantity Surveyors and other Consultants names shall be printed in 50mm letters all to the Architect's design and approval. The approval plan number and NEMA approval number shall be printed thereon. No other signboard or advertising will be permitted. The signboard shall be well maintained throughout the construction Period and removed upon completion of the works. The contractor shall pay for all the charges and expenses in connection with the above.</p> <p><u>NOMINATED SUB-CONTRACTORS AND SUPPLIERS</u> <u>(See also under FORM OF CONTRACT Clauses 31.0 and 32.0)</u></p>		
C.	<p><u>NOMINATED SUB-CONTRACTORS</u></p> <p>The contractor shall be responsible for Nominated Sub-Contractors in every respect and in particular it shall be the contractor's responsibility to ensure that each sub-contractor commences and completes the work in such manner and is ready on the Site with his materials, labour and special plant at such times so as to conform with the progress Schedule, as specified previously, and to ensure satisfactory progress.</p> <p>The contractor shall also accept liability for and bear the cost of General Attendance on Nominated Sub-contractors which shall be deemed to include for:-</p> <p>Allowing the use of standing scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant sub-contractors works are complete and removal of all scaffolding on completion. Providing space for office accommodation, and for storage of plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, and lighting, and clearing away all rubbish.</p> <p>The items for "General Attendance" given herein-after following Prime Cost sums in respect of sub-contractors work shall be deemed to include all the above.</p> <p>The contractor shall also accept liability for and bear the cost of Special Attendance on Nominated sub-contractors which shall include for one or more of the following:</p> <p>Unloading, storing, hoisting, and placing in position, providing power, provision of special scaffolding</p> <p>The items for "Special Attendance" given herein-after following Prime Cost sums shall include any one or more of the above items as set out in the particular reference.</p>		

	Cutting away for and making good after the work of sub-contractors as may be required will be measured and valued separately by the Quantity Surveyor		
	Carried to collection Kshs		
Item	Description	Kshs	Cts
A.	<p><u>NOMINATED SUPPLIERS</u></p> <p>The cost of “Fix Only” materials to be obtained from Nominated Suppliers which are covered by prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described.</p> <p>Before placing any orders with Nominated sub-Contractors or Nominated Suppliers the contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of contract and the Progress Schedule.</p>		
B.	<p><u>PRIME COST RATES</u></p> <p>Where descriptions of items include a Prime Cost rate per unit this rate is to cover the net supply cost of the unit only. The Contractor’s price must include for the cost of the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads.</p> <p>The actual net cost per unit will be adjusted within the Final Account against the prime Cost rate stated.</p>		
C.	<p><u>PROTECTION AND CLEANING</u></p> <p><u>PROTECTION</u></p> <p>The Contractor shall cover and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of sub-contractors, etc., to the satisfaction of the Architect until the completion of the Contract, and carefully preserve all trees or bushes on or near the site.</p> <p><u>CLEANING</u></p> <p>The Contractor shall, upon completion of the Works, at his own expense, remove and clear way all surplus excavated materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of temporary access roads, offices, shed, camps, etc. Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains. He shall also, at the discretion of the Architect, remove all rubbish and dirt as it accumulates. The Contractor is to find own dump and shall pay all charges in connection therewith.</p>		

	Carried to collection	Kshs		
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Item	Description	Kshs	Cts
A.	<p>TRAINING LEVY The Contractor's attention is drawn to Legal Notice 237 of October, 1971, which requires payment by the contractor of Training Levy on all contracts of more than Kshs 50,000/= in value and his Tender shall include for all cost arising or resulting thereof.</p>		
B	<p>STANDARD LEVY The Contractor's attention is drawn to Legal Notice No. 267 of 22nd June, 1990 which requires payment by the Contractor of Standard levy. His tender must include for all costs arising or resulting thereof</p>		
C	<p>VALUE ADDED TAX The Contractor shall comply with the VAT ACT Cap 476 Laws of Kenya which requires that Value Added Tax shall be charged on the value added in Provision of building services. The Contractor is advised that the pricing of their rates should be <u>Inclusive</u> of V.A.T. on inputs. The amount of V.A.T shall be assumed to be at the current statutory rate applicable at the time of tendering.</p>		
D	<p>NATIONAL CONSTRUCTION AUTHORITY The Contractor's attention is drawn to section 31 of the National Construction Authority Act which provides for imposition of the national construction levy payable to the Authority not exceeding 0.5% of the value of any contract whose value exceeds five million shillings. The tenderer should therefore take this into consideration when pricing this tender. His tender sum must therefore include for all costs arising or resulting thereof.</p>		
	Carried to collection Kshs		

Item	Description	Kshs	Cts
	<p><u>SITE ATTENDANCE</u></p> <p>Allow ...% for site office for contract attendance and profits for inspection and all necessary statutory bodies</p>		
	<p>Carried to collection</p>	Kshs	

K.	Item	Description	Kshs
	<u>COLLECTION</u>		
	Brought forward from Page	No. --	
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Section No. 1, Preliminaries, Carried to Main Summary Kshs.

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
A	<p>SUB-STRUCTURE WORKS “ALL PROVISIONAL” SUB-STRUCTURE WORKS</p> <p>SERVICE COUNTERS</p> <p>Service counters 9000mm long comprising of five cubicals; 200mm thick masonry wall 1000mm high plastered and painted on both sides including, 9000mm long x 1500mm high Aluminium frame partitions with glass panels 18mm x 450mm wide granite top with upper transaction lower recessed 20mm thick top blockboard anchored with vertical aluminium stands 1000mm high 20mm thick block board sides divisions, shelves with s.s skirting on block boards backing and 150mm mild steel finish 3No. 750mm x 450mm x 250mm deep drawers with knobs and locks at each component with all necessary ironmongery to client's approval and satisfaction</p> <p>Supply, assemble and fix powder coated Aluminium framed partition with opens left for Glazing (ms) and MDF boards including all necessary beadings and rubber as described in the following</p>	NO	1		
B	100mm x 76mm x 1.2mm thick natural anodized aluminium framing, base piece				

	screwed at bottom and top, grooved to receive glazing (ms)	LM	50		
C	76mm x 44mm x 1.2mm thick natural anodized framing; horizontal grooved to approval at both top and bottom to receive glazing (ms)	LM	25		
D	76mm x 44mm x 1.2mm thick natural anodized framing; vertical piece grooved to approval at both sides to receive glazing (ms)	LM	90		
CARRIED FORWARD					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Aluminium beadings 43mm x 20mm x 1.6mm thick beading member riveted to aluminium hollow section frames to receive glass (ms)	LM	96		
B	27.5mm x 17.25mm x 1.5mm thick beading to receive boards (ms)	LM	96		
C	38mm x 38mm x 3.5mm thick angle section beading to glazing (ms)	LM	96		
D	18mm thick MDF boards laminated both sides to partitions	SM	30		
E	Aluminium Door Supply and fix Aluminium doors complete with frames stiles beadings with 6mm clear glass (ms) complete with aluminium door lock Size 900mm x 2400mm high	NO	5		
GLAZING					
Supply and fix the following approved quality glass including fixing and approved quality rubber and including all necessary fixing materials					
F	6mm thick approved pattern clear glass and glazing with approved quality rubber in panels				

	over 0.1 to 0.5 square meters	SM	30		
G	Repair Main Gate	ITEM			
	Prepare and apply 3 coats of silk vinyl to plastered surfaces:-				
H	Internal surfaces	SM	575		
I	External surfaces	SM	1135		
J	Prepare and apply three coats to soffits of suspended slab	SM	650		
	CARRIED FORWARD				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Prepare and apply three coats clear polyurethane varnish timber surfaces	SM	10		
B	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	45		
	Floor Finishes				
C	Sand and vanish wood parquet floor finish	SM	230		
	ELECTRICAL INSTALLATION				
	Supply and fix the following electrical fittings				
D	4Ft LED Fitting complete with tube and all accessories	NO	10		
E	Double metallic Pole 13A Socket	NO	4		
F	Single metallic Pole15A Socket	NO	5		
G	2 GANG 2 WAY Switch	NO	1		
H	1 WAY Switch	NO	5		
I	Single Core 2.5 sq.mm	LM	60		
	PORTABLE FIRE EXTINGUISHERS				
J	Supply 9Kg Portable Dry powder fire extinguisher	NO	2		
K	Supply 9Kg Portable Carbon dioxide fire				

	extinguisher	NO	2		
	FURNITURE Supply the following furniture to detail Supply rectangular office table made of engineered Wood with laminate finish 25mm thick with cable Management cut with plastic cover, with three no. drawers compete with drawer keys				
L	Size 1500mm long x 700mm high x 750mm width	NO	6		
M	Counter stools made of mild steel or powder coated metal with seats cushioned with high density polyurethane foam	NO	4		
	CARRIED FORWARD				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Office chairs made of mild steel or powder coated metal with seats and backrest cushioned with high density polyurethane foam	NO	8		
B	Office Steel cabinets made from galvanized steel sheets with four drawers Size 132mm x 38mm x 71mm	NO	3		
C	Ditto size 71mm x 38mm x 71mm	NO	2		
	BRANDING				
D	Supply and fix backlight branding with POSTA Logo, Name of Office and Post Code Size 3000mm x 500mm	NO	1		
	WALL CLOCK				
E	Supply and fix circular wall clock 300mm	No.	2		
	NOTICE BOARD				
F	Supply and fix a modern Notice Board size 1800mm x 1200mm	No.	2		
G	Prepare and Spray paint both internal and external surfaces of Private Letter Boxes with fast dry paint (QAD) Posta colours as directed by the client	SET	15		
H	Numbering of both Internally and externally				

I	sides of boxes with appropriate stencil as directed by the client on site	SET	15	
	Flush Doors Solid core flush doors; Finished with scratch proof mahogany laminate; hardwood lipped on all edges and machine pressed to look like framed door; Complete with solid blocking for ironmongery:			
	Size 900 x 2350mm high			
CARRIED FORWARD				
ITEM	DESCRIPTION	UNIT	QTY	RATE
	BROUGHT FORWARD			
	IRONMONGERY Supply and fix the following ironmongery with matching screws all as per specified catalogue;			
A	3-lever Mortise lock ; 'LEB-270' complete with a pair of polished brass handles ref. LP 404	NO	4	
B	100mm Pressed steel stainless butt hinges EA. NT 831	NO	3	
C	Heavy duty Door closer Union catalogue No. 8747/194 with closing speed control latch action.	NO	2	
	CABRO PAVING			
D	Prepare existing surface to reduced levels not exceeding 100mm deep from existing ground level to falls and cross - falls and compact by an approved roller and cart away surplus materials	SM	360	
E	Supply, and appropriately spread quarry dust blinding not exceeding 50mm thick and prepare surface to receive cabro pavings (ms)	SM	360	
E	Insecticide treatment to blinded surfaces with an approved persistent herbicide in accordance with manufacturers specifications	SM	360	
Concrete Paving Blocks				

F	Provide and lay to falls 60mm heavy duty interlocking pre- cast concrete paving blocks with (minimum strength of 50N per square mm to BS 6717 part 1 of 1986 including surface vibration with an approved plate compactor	SM	360		
CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Provide road kerbs and all associated haunching, mouldings and accessories	LM	60		
B	PIT LATRINE Excavate for pit latrine from ground level but not exceeding 1.5m deep	CM	6		
C	Ditto commencing from 1.5m deep but not exceeding 3.0m deep	CM	6		
D	Ditto commencing from 3.0m deep but not exceeding 4.5m deep	CM	6		
E	Ditto commencing from 4.5m deep but not exceeding 6.0m deep	CM	6		
F	Allow for keeping the whole of excavations free from all water	ITEM			
G	Allow for maintaining and upholding sides of excavations and keeping clear from all fallen materials.	ITEM			
H	Backfill selected material	CM	4		
I	Load and cart away excess material from site	CM	20		
Sawn formwork as described in :					
J	Edges of floor slab (75 -150mm) high	LM	10		
K	150mm thick natural stone sub walling bedded				

	and jointed in cement and sand mortar (1:3) with 20swg x 25mm wide hoop irons in alternate courses	SM	45	
L	Damp proof course			
M	3ply bituminous felt or other equal and approved 200mm wide horizontal	LM	12	
CARRIED FORWARD				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
A	BROUGHT FORWARD				
A	Steel mesh fabric reinforcement to B.S 4483 Mesh fabric reinforcement ref: A142 weighing 2.22 kgs per square meter	SM	6		
B	Vibrated reinforced concrete Class 20/20 (1:2:4) in: 150mm floor bed	SM	6		
C	SUPER WALLING				
C	Machine dressed stone walling and bedded and jointed in cement/ sand (1:3) mortar as described in: 150mm thick walling reinforced with and including 20swg x 25mm wide and hoop iron in every alternate	SM	15		
D	Supply and fix G 28 prepainted boxed profile sheets roof cover nailed to timber purlins	SM	9		
E	75 x 50mm timber Trusses	LM	10		
F	50x 50mm purlins	LM	10		
G	Super Structure works Vibrated Reinforced insitu concrete class 20/20 (1:2:4) as described in: Ring beam	CM	0.5		
	Flush doors				

H	900 x 2400mm high solid cored flush doors lined with mahogany veenered both sides hardwood lipped all round with fanlight	NO	2	
I	Wrot mahogany to door frames and finishes 150x50mm door frame with three labours plugged to wall	LM	15	
CARRIED FORWARD				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
	Ironmongery as per 'union' catalogue or other equal and approved				
A	100mm pressed steel brass hinges	PRS	3		
B	2 Lever mortice lock ref 2295 complete with brass handles	NO	2		
C	12mm thick plastering(1:4)cement sand mortar to walls	SM	80		
	Prepare and apply 3 coats of silk vinyl to:				
	Plastered to:-				
D	Internal surfaces	SM	45		
E	External surfaces	SM	45		
F	Touch up primed surfaces and apply one and finishing coats gloss oil paint on metal surfaces	SM	10		
G	Ditto timber surfaces	SM	10		
BUILD WORKS CARRIED TO SUMMARY PAGE					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	PRIME COSTS (PC) & PROVISIONAL SUMS (PS)				
A	Provide a Provisional Sum of Kenya Shillings				

	Thirty Thousand for obtaining relevant County Government	ITEM			
B	Provide a Provisional Sum of Kenya Shillings Two Hundred Thousand (Kshs. 200,000) for Contingencies	ITEM			
	Carried to Summary Page				
ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	SUMMARY PAGE				
	General Preliminaries				
	Build Works				
	Prime Costs & Provisional Sums				
	SUB TOTAL				
	ADD 16% VAT				
	Total (To be transferred to Summary Table)				

6.2.10 LODWAR POST OFFICE

Item	Description	Kshs	Cts
A.	<p><u>GENERAL MATTERS</u></p> <p><u>SUFFICIENCY OF TENDER</u></p> <p>The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced 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 and maintenance of the works.</p>		
B.	<p><u>STAMP CHARGES</u></p> <p>The contractor shall allow for the payment of all stamp charges in connection with the surety bond.</p>		
C.	<p><u>DEFINITIONS AND ABBREVIATIONS</u></p> <p>Terms used in this Bills of Quantities shall be interpreted as follows:-</p> <p>Approved" Shall mean approved by the Architect</p> <p>As directed " Shall mean as directed by the Architect.</p> <p>B.S" Shall mean the current British Standard specification published by the British Standards Institution, 2 Park Street, London, W.I. England</p> <p>CM Shall mean cubic Metres</p> <p>SM shall mean Square Metres</p> <p>LM Shall mean Linear metres</p> <p>mm Shall mean Millimetres</p> <p>KG Shall mean Kilogrammes</p> <p>No Shall mean numbers</p>		
D.	<u>FIGURED DIMENSIONS</u>		

	Figured dimensions are to be followed in preference to dimensions scaled from the drawings; but whenever possible dimensions are to be taken on the site or from the Buildings. Before any work is commenced by sub-contractors or specialists firms, dimensions must be checked on the site and/or buildings and agreed with the contractor, irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.		
	Carried to collection Kshs		

Item	Description	L.	Kshs	Cts
A.	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>PROVISIONAL WORK</u></p> <p>All “provisional” and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measurement, the Contractor shall give notice to the Quantity Surveyor. If the contractor makes default in this respect he shall if the Architect so directs, Uncover the work at his own expense to enable the measurements be taken.</p>			
B.	<u>PLANT, TOOLS AND SCAFFOLDING</u>			

The contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the works and shall remove same on completion.

The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works, including sub-contract works, provide special scaffolding as and when required during the Works and remove on completion and make good.

Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guard-rails to approval.

All such plant, tools and scaffolding shall comply with all regulations whether general or local, in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.

Scaffolding is not measured hereinafter and the Contractor must allow here or in his rates for the above if applicable.

C. HOARDING

The contractor shall enclose the site with hording with opening and gate as required.

The hording shall be 2500mm high constructed with timber to approval and covered with galvanised iron corrugated sheets painted to approval

D. PROGRESS CHART

The contractor shall upon receiving instructions to proceed with the work, draw up a time and progress schedule setting out the order in which the works are to be carried out with the appropriate dates thereof. This time and progress schedule is to be agreed with the architect and no deviations from the order set out in this schedule will be permitted without the written consent of the architect. The main contractor will be responsible for arranging the above programme with all sub-contractors including the nominated sub-contractors and nominated suppliers.

Carried to collection Kshs

Item	Description	IM.	Kshs	Cts
A.	<u>EXISTING SERVICES</u> Prior to commencement of any work, the contractor is to ascertain from the relevant authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant authority and shall be made good to their satisfaction at the Contractor's expenses.			
B.	<u>TRANSPORT TO AND FROM THE SITE</u>			

The Contractor shall include in his prices for the transport of materials, workmen, etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the Authorities.

C. PUBLIC AND PRIVATE ROADS, PAVEMENTS ETC

The Contractor will be required to make good, at his own expense, any damage he may cause to the present road surfaces and pavements within or beyond the boundary of the site, during the period of the Works. In particular, all existing trees, shrubs, plants, etc., which may be destroyed or damaged during the progress of the Works are to be made good by the Contractor to the approval of the Architect.

D. POLICE REGULATIONS

The contractor is to allow for complying with all instructions and regulations of the Police Authorities.

E. CONTRACTORS SUPERINTENDENCE

The contractor shall constantly keep on the Works a literate English speaking agent or representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. Such agent or representative shall receive on behalf of the contractor, directions and instructions from the Architect and such directions and instructions shall be deemed to have been given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Architect.

F. SIGN FOR MATERIALS SUPPLIED

The contractor will be required to sign for all materials supplied by the employer at the time of taking delivery thereof, as having received them in good order and condition and will thereafter be responsible for any loss or damage of materials which will be supplied by the employer at current market prices including Customs Duty, VAT and all government taxes all at the contractors own cost and expenses to the satisfaction of the employer.

Carried to collection Kshs.

Item	Description	N.	Kshs	Cts
	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>CONTRACTORS SUPERINTENDENCE (CONT)</u></p> <p>It is to be a specific condition of this Contract that the successful tenderer shall provide on the site throughout the period up to the date for practical completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the drawings,</p>			

and shall ensure that upon any termination of employment, a suitable replacement is found.

Before the Tenderers offer is accepted the Architect will personally interview the Contractor's proposed representative. A curriculum vitae of past experience and qualifications must be provided for the Architect's scrutiny.

The Architect's decision will be final regarding the suitability of the proposed representative.

A. **WATER**

All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension.

The contractor shall provide at his own risk and cost all water for use in connection with the Works (including the work of sub-contractors). The contractor shall provide at his own expense all temporary distribution pipes, storage tanks, meters, etc., and he shall clear away same upon completion of the Works.

B. **LIGHTING AND POWER**

The contractor shall provide at his own risk and cost all artificial lighting and power for use on the works, including all sub-contractors and specialists requirements and including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.

C. **SAFETY**

The Contractor shall comply at all times with the requirements of the Factory Act (Cap 514) Building Construction Rules, Supplement 18, Legal Notice No. 40 dated 5th April, 1984 and ensure that the safety of his workpeople and authorized visitors to the site is protected at all times. In particular, there shall be proper provision of planked footways and guard-rails to scaffolding etc., protection against falling materials and tools and the site shall be kept tidy and clear of dangerous rubbish.

Carried to collection Kshs.

Item	Description	Kshs.	Cts
	<u>GENERAL MATTES (CONT'D)</u> <u>SAFETY (CONT'D)</u> The contractor shall appoint a Safety Officer as required by the Factory Act and notify the Factory Inspector of his name. The Safety officer shall be on site at all times and		

all directions given by the Architect to the Safety Officer shall be deemed to be Architect's Instructions, and shall be complied with promptly without additional cost to the contract. The Architect shall be empowered to suspend work on the Site should he consider these conditions are not being observed, and no claim arising from such a suspension will be allowed.

A. **PROTECTIVE CLOTHING**

The contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, overalls, etc., according to the type of work. The contractor shall ensure that safety helmets are worn by all staff on site at all times.

B. **MATERIALS AND WORKMANSHIP**
GENERALLY

All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.

All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standards Institution Specification current at the date of Tender. 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 such materials are on site when required for use in the works.

The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.

The works throughout shall be executed by skilled workmen well versed in their respective trades.

Carried to collection Kshs

Item	Description	Kshs	Cts
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A.	<p><u>MATERIALS AND WORKMANSHIP (CONT)</u></p> <p><u>REJECTED WORKMANSHIP OR MATERIALS</u></p> <p>Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must immediately be removed from the site and replaced at the Contractor's expenses, as required.</p>		
B.	<p><u>PROPRIETARY MATERIALS</u></p> <p>Where proprietary materials are specified herein-after the Contractor may propose the use of materials of other manufacture but equal quality for approval by the Architect.</p> <p>All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used or fixed strictly in accordance with their instructions.</p>		
C.	<p><u>CONCRETE TESTS</u></p> <p>Concrete test cubes, i.e. per set of three as later described, including testing fee, labour and materials, making moulds, transport and handling etc</p> <p>Successful tests only (Provisional) set of three No. 12 @ Kshs-----</p> <p>(Tenderer must insert rate and extend)</p> <p><u>TEMPORARY WORKS</u></p>		
D.	<p><u>OFFICE AND SHEDS</u></p> <p>The Contractor shall erect and maintain temporary office accommodation for his own use and ample temporary watertight sheds for the proper storage and protection of materials and for the use of artisans and remove when ordered. Floors of sheds shall be at least 150mm above ground level.</p>		
E.	<p><u>SANITATION</u></p> <p>The Contractor shall provide the necessary latrines for his staff and workmen to the requirements and satisfaction of the Health authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.</p>		
	<p>Carried to collection Kshs</p>		

Item	Description	Kshs	Cts
A.	<p><u>OFFICES AND SERVICES FOR THE ARCHITECT</u></p> <p>The contractor shall provide, erect and maintain where directed on the site, an approved weather and sun-proof lock-up office for the sole use of the Architect and his representatives with a total floor area of not less than 20 square metres. The office shall be constructed with stone, concrete or Timber and the walls and ceilings internally lined with soft board. Glazed windows of not less than 1.5 square metres and a stout door with lock and fastenings shall be provided and the office furnished with wooden stools, tables and chairs and drawing table along the full length of one side, complete with drawers of sufficient size to carry the drawings laid flat. The contractor shall also provide, erect and maintain a lock-up European type latrine for the sole use of the Architect and his representatives and to the satisfaction of the Local Authorities and shall provide the services of a sweeper, pay all charges and keep both office and latrine in a clean and sanitary condition during the whole period of the Works. The office and latrine shall be removed on completion. The contractor shall keep on site and maintain in good condition one dumpy or quickest level and levelling staff and one 30 metre steel tape for the use of the Architect and his representatives.</p>		
B.	<p><u>EXISTING AND ADJACENT PROPERTY</u></p> <p>The site is located within a busy shopping centre with operating business and the contractor will have been deemed to have visited the site to ascertain the working conditions; The contractor must take all necessary steps to safeguard existing and adjacent property, make good at his own expense any damage to persons or property caused thereon, and hold the Employer indemnified against any such claim arising. The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these Works. He must reinstate all damages at his own expenses and indemnify the Employer against any loss.</p> <p>The contractor must take such steps and exercise such care and diligence as to minimize nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property. In particular the contractor will be required to protect his works with dust proof material to prevent dust interfering with adjacent business.</p>		
C.	<p><u>WATCHING AND LIGHTING</u></p> <p>The contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, plant and materials against damage and theft.</p>		
D.	<p><u>SAMPLES</u></p> <p>The contractor shall furnish at the earliest possible opportunity at his own cost any samples of materials or workmanship that may be called for by the architect for his approval or rejection and any further samples in case of rejection, until such samples are approved. Such samples when approved shall be the minimum standard for the work to which they apply.</p>		
Carried to collection Kshs			

Item	Description	Kshs	Cts
A.	<p><u>TEMPORARY ROADS</u></p> <p>The contractor shall provide where directed all temporary access roads, tracks and paths necessary for the execution of the works, including making good when no longer required.</p>		
B.	<p><u>SIGNBOARD</u></p> <p>The main contractor shall apply and obtain permission from the City Council and prepare and fix on site a signboard and lettering on same for the display of the main contractor and Sub-contractors' names. Same shall be of an approved size with the Employers name printed thereon. The Architect's, Quantity Surveyors and other Consultants names shall be printed in 50mm letters all to the Architect's design and approval. The approval plan number and NEMA approval number shall be printed thereon. No other signboard or advertising will be permitted. The signboard shall be well maintained throughout the construction Period and removed upon completion of the works. The contractor shall pay for all the charges and expenses in connection with the above.</p> <p><u>NOMINATED SUB-CONTRACTORS AND SUPPLIERS</u> <u>(See also under FORM OF CONTRACT Clauses 31.0 and 32.0)</u></p>		
C.	<p><u>NOMINATED SUB-CONTRACTORS</u></p> <p>The contractor shall be responsible for Nominated Sub-Contractors in every respect and in particular it shall be the contractor's responsibility to ensure that each sub-contractor commences and completes the work in such manner and is ready on the Site with his materials, labour and special plant at such times so as to conform with the progress Schedule, as specified previously, and to ensure satisfactory progress.</p> <p>The contractor shall also accept liability for and bear the cost of General Attendance on Nominated Sub-contractors which shall be deemed to include for:-</p> <p>Allowing the use of standing scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant sub-contractors works are complete and removal of all scaffolding on completion. Providing space for office accommodation, and for storage of plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, and lighting, and clearing away all rubbish.</p> <p>The items for "General Attendance" given herein-after following Prime Cost sums in respect of sub-contractors work shall be deemed to include all the above.</p> <p>The contractor shall also accept liability for and bear the cost of Special Attendance on Nominated sub-contractors which shall include for one or more of the following:</p> <p>Unloading, storing, hoisting, and placing in position, providing power, provision of special scaffolding</p> <p>The items for "Special Attendance" given herein-after following Prime Cost sums shall include any one or more of the above items as set out in the particular reference.</p>		

	Cutting away for and making good after the work of sub-contractors as may be required will be measured and valued separately by the Quantity Surveyor		
	Carried to collection Kshs		
Item	Description	Kshs	Cts
A.	<p><u>NOMINATED SUPPLIERS</u></p> <p>The cost of “Fix Only” materials to be obtained from Nominated Suppliers which are covered by prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described.</p> <p>Before placing any orders with Nominated sub-Contractors or Nominated Suppliers the contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of contract and the Progress Schedule.</p>		
B.	<p><u>PRIME COST RATES</u></p> <p>Where descriptions of items include a Prime Cost rate per unit this rate is to cover the net supply cost of the unit only. The Contractor’s price must include for the cost of the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads.</p> <p>The actual net cost per unit will be adjusted within the Final Account against the prime Cost rate stated.</p>		
C.	<p><u>PROTECTION AND CLEANING</u></p> <p><u>PROTECTION</u></p> <p>The Contractor shall cover and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of sub-contractors, etc., to the satisfaction of the Architect until the completion of the Contract, and carefully preserve all trees or bushes on or near the site.</p> <p><u>CLEANING</u></p> <p>The Contractor shall, upon completion of the Works, at his own expense, remove and clear way all surplus excavated materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of temporary access roads, offices, shed, camps, etc. Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains. He shall also, at the discretion of the Architect, remove all rubbish and dirt as it accumulates. The Contractor is to find own dump and shall pay all charges in connection therewith.</p>		

	Carried to collection	Kshs		
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Item	Description	Kshs	Cts
A.	<p>TRAINING LEVY The Contractor's attention is drawn to Legal Notice 237 of October, 1971, which requires payment by the contractor of Training Levy on all contracts of more than Kshs 50,000/= in value and his Tender shall include for all cost arising or resulting thereof.</p>		
B	<p>STANDARD LEVY The Contractor's attention is drawn to Legal Notice No. 267 of 22nd June, 1990 which requires payment by the Contractor of Standard levy. His tender must include for all costs arising or resulting thereof</p>		
C	<p>VALUE ADDED TAX The Contractor shall comply with the VAT ACT Cap 476 Laws of Kenya which requires that Value Added Tax shall be charged on the value added in Provision of building services. The Contractor is advised that the pricing of their rates should be <u>Inclusive</u> of V.A.T. on inputs. The amount of V.A.T shall be assumed to be at the current statutory rate applicable at the time of tendering.</p>		
D	<p>NATIONAL CONSTRUCTION AUTHORITY The Contractor's attention is drawn to section 31 of the National Construction Authority Act which provides for imposition of the national construction levy payable to the Authority not exceeding 0.5% of the value of any contract whose value exceeds five million shillings. The tenderer should therefore take this into consideration when pricing this tender. His tender sum must therefore include for all costs arising or resulting thereof.</p>		
	Carried to collection Kshs		

Item	Description	Kshs	Cts
	<p><u>SITE ATTENDANCE</u></p> <p>Allow ...% for site office for contract attendance and profits for inspection and all necessary statutory bodies</p>		
	<p>Carried to collection</p>	Kshs	

O.	Item	Description	Kshs
	<u>COLLECTION</u>		
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Section No. 1, Preliminaries, Carried to Main Summary Kshs.

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
A	<p>SUB-STRUCTURE WORKS “ALL PROVISIONAL”</p> <p>Carefully remove existing Asbestos roof cover and dispose in accordance to NEMA guidelines and regulations</p>	SM	442		
B	<p>Supply and Fix the following Five metres above ground level</p> <p>Supply and fix Gauge 28 Box Profile colour blue laid with a minimum of 200mm on slope and 100mm minimum in end lap. Iron sheets are nailed on the timber purlins (ms) with help of steel nails (measured net allow for the overlap)</p>	SM	520		
C	Ditto Ridge caps	LM	50		
D	Ditto valleys	LM	35		
E	<p>APP APPLICATION</p> <p>Hack existing flat roof membrane and cart away arising debris</p>	ITEM			
F	25mm screed to flat roof to required slope	SM	50		
G	<p>Prepare, apply collar and fix APP membrane to make surface waterproof (measured net allow for the overlap)</p> <p>The following trusses to be hoisted between 4.0m and 8.0m high above ground level (Provisional) Pressure impregnated sawn</p>	SM	50		

	Cypress				
H	100mm x 50mm Rafters	LM	110		
I	75mm x 50mm purlins	LM	320		
J	250mm x 25mm fascia and berge boards	LM	80		
K	150x 200mm wide box shaped galvanized pressed steel gutter gauge 16 welded firmly together CARRIED FORWARD	LM	60		
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Extra Over for making 100mm diameter holes for downpipes in gutter	NO	12		
B	Allow for hacking wall to get way through for down pipe connections.	ITEM			
C	Supply and installation 150mm PVC down pipes including of all sundries/accessories, e.g brackets, sandals connectors etc	LM	80		
D	Supply and fix 100mm bends	NO	12		
	Ceiling				
E	Supply and fix 12mm soft board ceiling nailed to existing timber brandering	SM	360		
F	Prepare and apply three coats to soffits of ceiling boards	SM	360		
	SERVICE COUNTERS				
	Service counters 6000mm long comprising of four cubicals; 200mm thick masonry wall 1000mm high plastered and painted on both sides including, 6000mm long x 1500mm high Aluminium frame partitions with glass panels 18mm x 450mm wide granite top with upper transaction lower recessed 20mm thick top blockboard anchored with vertical aluminium stands				

	1000mm high 20mm thick block board sides divisions, shelves with s.s skirting on block boards backing and 150mm mild steel finish 3No. 750mm x 450mm x 250mm deep drawers with knobs and locks at each component with all necessary ironmongery to client's approval and satisfaction	NO	1	
CARRIED FORWARD				
ITEM	DESCRIPTION	UNIT	QTY	RATE
BROUGHT FORWARD				
	Aluminium Partition Supply, assemble and fix powder coated Aluminium framed partition with opens left for Glazing (ms) and MDF boards including all necessary beadings and rubber as described in the following			
A	100mm x 76mm x 1.2mm thick natural anodized aluminium framing, base piece screwed at bottom and top, grooved to receive glazing (ms)	LM	40	
B	76mm x 44mm x 1.2mm thick natural anodized framing; horizontal grooved to approval at both top and bottom to receive glazing (ms)	LM	20	
C	76mm x 44mm x 1.2mm thick natural anodized framing; vertical piece grooved to approval at both sides to receive glazing (ms)	LM	60	
D	Aluminium beadings 43mm x 20mm x 1.6mm thick beading member riveted to aluminium hollow section frames to receive glass (ms)	LM	72	
E	27.5mm x 17.25mm x 1.5mm thick beading to receive boards (ms)	LM	72	
F	38mm x 38mm x 3.5mm thick angle section			

	beading to glazing (ms)	LM	72		
G	18mm thick MDF boards laminated both sides to partitions	SM	30		
H	<p>Aluminium Door</p> <p>Supply and fix Aluminium doors complete with frames stiles beadings with 6mm clear glass (ms) complete with aluminium door lock</p> <p>Size 900mm x 2400mm high</p>	NO	5		
	CARRIED FORWARD				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
	GLAZING				
	Supply and fix the following approved quality glass including fixing and approved quality rubber and including all necessary fixing materials				
A	6mm thick approved pattern clear glass and glazing with approved quality rubber in panels over 0.1 to 0.5 square meters	SM	30		
	Flush Doors				
	Solid core flush doors; Finished with scratch proof mahogany laminate; hardwood lipped on all edges and machine pressed to look like framed door; Complete with solid blocking for ironmongery:				
B	Size 900 x 2350mm high	NO	4		
	Frames finishes wrot mahogany				
C	150 x 50mm	LM	28		
	IRONMONGERY				
	Supply and fix the following ironmongery with matching screws all as per specified catalogue;				
D	3-lever Mortise lock ; 'LEB-270' complete with a pair of polished brass handles ref. LP 404	NO	7		

E	100mm Pressed steel stainless butt hinges EA. NT 831	PRS	8	
F	Allow for Repair major cracks to wall and floor	ITEM		
G	Repair Main Gate	NO	1	
G	Prepare and apply 3 coats of silk vinyl to plastered surfaces:-			
H	External surfaces	SM	935	
I	Internal surfaces	SM	475	
CARRIED FORWARD				
ITEM	DESCRIPTION	UNIT	QTY	RATE
	BROUGHT FORWARD			AMOUNT KSHS
A	Prepare and apply 3 coats of silk vinyl to soffits of suspended slab	SM	120	
B	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	70	
C	Apply hydrochloric acid to clean existing terazzo surfaces and apply polish	SM	360	
D	Watertank Base Construct water tank base including excavation of base, including 200mm thick wall raised at 450mm above ground level. Size 2000mm diameter	NO	1	
E	Water tank Supply and install 5000 Litres capacity cylindrical water tank made of High quality, food-grade polyethylene and UV –stabilized complete with necessary back nut and overflow, tap and all necessary fittings	NO	1	
ELECTRICAL INSTALLATION				
Supply and fix the following electrical fittings				
F	4Ft LED Fitting complete with tube and all accessories	NO	15	

G	Double metallic Pole 13A Socket	NO	6		
H	Single metallic Pole15A Socket	NO	5		
I	2 GANG 2 WAY Switch	NO	3		
J	1 WAY Switch	NO	5		
K	Single Core 2.5 sq.mm	LM	120		
CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
BROUGHT FORWARD					
FURNITURE					
Supply the following furniture to detail Supply rectangular office table made of engineered Wood with laminate finish 25mm thick with cable Management cut with plastic cover, with three no. drawers compete with drawer keys					
A	Size 1500mm long x 700mm high x 750mm width	NO	5		
B	Counter stools made of mild steel or powder coated metal with seats cushioned with high density polyurethane foam	NO	4		
C	Office chairs made of mild steel or powder coated metal with seats and backrest cushioned with high density polyurethane foam	NO	6		
D	Office Steel cabinets made from galvanized steel sheets with four drawers Size 132mm x 38mm x 71mm	NO	4		
E	Ditto size 71mm x 38mm x 71mm	NO	2		
BRANDING					
F	Supply and fix backlight branding with POSTA LOGO Name of Office and Post Code Size 3000mm x 500mm	NO	1		

G	WALL CLOCK Supply and fix circular wall clock 300mm diameter	NO	2	
H	NOTICE BOARDS Supply and fix a modern Notice Board size 1800mm x 1200mm	No.	2	
I	Supply and fix in position louver frames of 8 no. louvers	PRS	20	
J	150mm high 6mm thick louver glasses 750mm long	NO	60	
	CARRIED FORWARD			
ITEM	DESCRIPTION	UNIT	QTY	RATE
	BROUGHT FORWARD			AMOUNT KSHS
A	Prepare and Spray paint both internal and external surfaces of Private Letter Boxes with fast dry paint (QAD) Posta colours as directed by the client	SET	11	
B	Numbering of both Internally and externally sides of boxes with appropriate stencil as directed by the client on site	SET	11	
	PORTABLE FIRE EXTINGUISHERS			
C	Supply 9Kg Portable Dry powder fire extinguisher	NO	2	
D	Supply 9Kg Portable Carbon dioxide fire extinguisher	NO	2	
	PIT LATRINE			
E	Excavate for pit latrine from ground level but not exceeding 1.5m deep	CM	6	
F	Ditto commencing from 1.5m deep but not exceeding 3.0m deep	CM	6	
G	Ditto commencing from 3.0m deep but not exceeding 4.5m deep	CM	6	
H	Ditto commencing from 4.5m deep but not			

	exceeding 6.0m deep	CM	6	
H	Allow for keeping the whole of excavations free from all water	ITEM		
I	Allow for maintaining and upholding sides of excavations and keeping clear from all fallen materials.	ITEM		
	Backfill selected material	CM	4	
	Load and cart away excess material from site	CM	20	
	Backfill selected material	CM	4	
	CARRIED FORWARD			
ITEM	DESCRIPTION	UNIT	QTY	RATE
	BROUGHT FORWARD			
A	150mm thick natural stone sub walling bedded and jointed in cement and sand mortar (1:3) with 20swg x 25mm wide hoop irons in alternate courses	SM	45	
B	Damp proof course			
B	3ply bituminous felt or other equal and approved 200mm wide horizontal	LM	12	
C	Steel mesh fabric reinforcement to B.S 4483 Mesh fabric reinforcement ref: A142 weighing 2.22 kgs per square meter	SM	6	
D	Vibrated reinforced concrete Class 20/20 (1:2:4) in: 150mm floor bed	SM	6	
	SUPER WALLING			
	Machine dressed stone walling and bedded and jointed in cement/ sand (1:3) mortar as described in:			
E	150mm thick walling reinforced with and including 20swg x 25mm wide and hoop iron in every alternate courses	SM	15	
F	Supply and fix G 28 prepainted boxed profile sheets roof cover nailed to timber purlins	SM	9	

G	75 x 50mm timber Trusses	LM	10		
H	50x 50mm purlins	LM	10		
I	Super Structure works Vibrated Reinforced insitu concrete class 20/20 (1:2:4) as described in:				
J	Ring beam	CM	0.5		
CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
BROUGHT FORWARD					
A	Flush doors 900 x 2400mm high solid cored flush doors lined with mahogany veenered both sides hardwood lipped all round with fanlight	NO	2		
B	Wrot mahogany to door frames and finishes 150 x 50mm door frame with three labours plugged to wall	LM	15		
Ironmongery as per 'union' catalogue or other equal and approved					
C	100mm pressed steel brass hinges	PRS	3		
D	2 Lever mortice lock ref 2295 complete with brass handles	NO	2		
E	12mm thick plastering(1:4)cement sand mortar to walls	SM	80		
Prepare and apply 3 coats of silk vinyl to: Plastered to:-					
F	Internal surfaces	SM	45		
G	External surfaces	SM	45		
H	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	10		
I	Ditto timber surfaces	SM	10		

	BUILD WORKS CARRIED TO SUMMARY PAGE				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PRIME COSTS (PC) & PROVISIONAL SUMS (PS)				
A	Provide a Provisional Sum of Kenya Shillings Twenty Five Thousand for obtaining County Government Permit	ITEM			
B	Provide a Provisional Sum of Kenya Shillings Two Hundred Thousand (200,000) for Contingencies	ITEM			
	Carried to Summary Page				
ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	SUMMARY PAGE				
	Elements Brought Forward				
	General Preliminaries				
	Build works				
	Prime Costs & Provisional Sum				
	Sub Total				
	Total (To be transferred to Summary Table)				

6.2.11 ITEN POST OFFICE

Item	Description	Kshs	Cts
A.	<p><u>GENERAL MATTERS</u></p> <p><u>SUFFICIENCY OF TENDER</u></p> <p>The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced 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 and maintenance of the works.</p>		
B.	<p><u>STAMP CHARGES</u></p> <p>The contractor shall allow for the payment of all stamp charges in connection with the surety bond.</p>		
C.	<p><u>DEFINITIONS AND ABBREVIATIONS</u></p> <p>Terms used in this Bills of Quantities shall be interpreted as follows:-</p> <p>Approved" Shall mean approved by the Architect</p> <p>As directed " Shall mean as directed by the Architect.</p> <p>B.S" Shall mean the current British Standard specification published by the British Standards Institution, 2 Park Street, London, W.I. England</p> <p>CM Shall mean cubic Metres</p> <p>SM shall mean Square Metres</p> <p>LM Shall mean Linear metres</p> <p>mm Shall mean Millimetres</p> <p>KG Shall mean Kilogrammes</p> <p>No Shall mean numbers</p>		
D.	<u>FIGURED DIMENSIONS</u>		

	Figured dimensions are to be followed in preference to dimensions scaled from the drawings; but whenever possible dimensions are to be taken on the site or from the Buildings. Before any work is commenced by sub-contractors or specialists firms, dimensions must be checked on the site and/or buildings and agreed with the contractor, irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.		
	Carried to collection Kshs		

Item	Description	P.	Kshs	Cts
A.	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>PROVISIONAL WORK</u></p> <p>All “provisional” and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measurement, the Contractor shall give notice to the Quantity Surveyor. If the contractor makes default in this respect he shall if the Architect so directs, Uncover the work at his own expense to enable the measurements be taken.</p>			
B.	<u>PLANT, TOOLS AND SCAFFOLDING</u>			

The contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the works and shall remove same on completion.

The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works, including sub-contract works, provide special scaffolding as and when required during the Works and remove on completion and make good.

Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guard-rails to approval.

All such plant, tools and scaffolding shall comply with all regulations whether general or local, in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.

Scaffolding is not measured hereinafter and the Contractor must allow here or in his rates for the above if applicable.

C. HOARDING

The contractor shall enclose the site with hording with opening and gate as required.

The hording shall be 2500mm high constructed with timber to approval and covered with galvanised iron corrugated sheets painted to approval

D. PROGRESS CHART

The contractor shall upon receiving instructions to proceed with the work, draw up a time and progress schedule setting out the order in which the works are to be carried out with the appropriate dates thereof. This time and progress schedule is to be agreed with the architect and no deviations from the order set out in this schedule will be permitted without the written consent of the architect. The main contractor will be responsible for arranging the above programme with all sub-contractors including the nominated sub-contractors and nominated suppliers.

Carried to collection Kshs

Item	Description	Q.	Kshs	Cts
A.	<u>EXISTING SERVICES</u> Prior to commencement of any work, the contractor is to ascertain from the relevant authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant authority and shall be made good to their satisfaction at the Contractor's expenses.			
B.	<u>TRANSPORT TO AND FROM THE SITE</u>			

The Contractor shall include in his prices for the transport of materials, workmen, etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the Authorities.

C. PUBLIC AND PRIVATE ROADS, PAVEMENTS ETC

The Contractor will be required to make good, at his own expense, any damage he may cause to the present road surfaces and pavements within or beyond the boundary of the site, during the period of the Works. In particular, all existing trees, shrubs, plants, etc., which may be destroyed or damaged during the progress of the Works are to be made good by the Contractor to the approval of the Architect.

D. POLICE REGULATIONS

The contractor is to allow for complying with all instructions and regulations of the Police Authorities.

E. CONTRACTORS SUPERINTENDENCE

The contractor shall constantly keep on the Works a literate English speaking agent or representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. Such agent or representative shall receive on behalf of the contractor, directions and instructions from the Architect and such directions and instructions shall be deemed to have been given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Architect.

F. SIGN FOR MATERIALS SUPPLIED

The contractor will be required to sign for all materials supplied by the employer at the time of taking delivery thereof, as having received them in good order and condition and will thereafter be responsible for any loss or damage of materials which will be supplied by the employer at current market prices including Customs Duty, VAT and all government taxes all at the contractors own cost and expenses to the satisfaction of the employer.

Carried to collection Kshs.

Item	Description	R.	Kshs	Cts
	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>CONTRACTORS SUPERINTENDENCE (CONT)</u></p> <p>It is to be a specific condition of this Contract that the successful tenderer shall provide on the site throughout the period up to the date for practical completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the drawings,</p>			

and shall ensure that upon any termination of employment, a suitable replacement is found.

Before the Tenderers offer is accepted the Architect will personally interview the Contractor's proposed representative. A curriculum vitae of past experience and qualifications must be provided for the Architect's scrutiny.

The Architect's decision will be final regarding the suitability of the proposed representative.

A. **WATER**

All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension.

The contractor shall provide at his own risk and cost all water for use in connection with the Works (including the work of sub-contractors). The contractor shall provide at his own expense all temporary distribution pipes, storage tanks, meters, etc., and he shall clear away same upon completion of the Works.

B. **LIGHTING AND POWER**

The contractor shall provide at his own risk and cost all artificial lighting and power for use on the works, including all sub-contractors and specialists requirements and including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.

C. **SAFETY**

The Contractor shall comply at all times with the requirements of the Factory Act (Cap 514) Building Construction Rules, Supplement 18, Legal Notice No. 40 dated 5th April, 1984 and ensure that the safety of his workpeople and authorized visitors to the site is protected at all times. In particular, there shall be proper provision of planked footways and guard-rails to scaffolding etc., protection against falling materials and tools and the site shall be kept tidy and clear of dangerous rubbish.

Carried to collection Kshs.

Item	Description	Kshs.	Cts
	<u>GENERAL MATTES (CONT'D)</u> <u>SAFETY (CONT'D)</u> The contractor shall appoint a Safety Officer as required by the Factory Act and notify the Factory Inspector of his name. The Safety officer shall be on site at all times and		

all directions given by the Architect to the Safety Officer shall be deemed to be Architect's Instructions, and shall be complied with promptly without additional cost to the contract. The Architect shall be empowered to suspend work on the Site should he consider these conditions are not being observed, and no claim arising from such a suspension will be allowed.

A. **PROTECTIVE CLOTHING**

The contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, overalls, etc., according to the type of work. The contractor shall ensure that safety helmets are worn by all staff on site at all times.

B. **MATERIALS AND WORKMANSHIP**
GENERALLY

All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.

All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standards Institution Specification current at the date of Tender. 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 such materials are on site when required for use in the works.

The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.

The works throughout shall be executed by skilled workmen well versed in their respective trades.

Carried to collection Kshs

Item	Description	Kshs	Cts
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	<p><u>MATERIALS AND WORKMANSHIP (CONT)</u></p> <p><u>REJECTED WORKMANSHIP OR MATERIALS</u></p> <p>Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must immediately be removed from the site and replaced at the Contractor's expenses, as required.</p> <p><u>PROPRIETARY MATERIALS</u></p> <p>Where proprietary materials are specified herein-after the Contractor may propose the use of materials of other manufacture but equal quality for approval by the Architect.</p> <p>All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used or fixed strictly in accordance with their instructions.</p> <p><u>CONCRETE TESTS</u></p> <p>Concrete test cubes, i.e. per set of three as later described, including testing fee, labour and materials, making moulds, transport and handling etc</p> <p>Successful tests only (Provisional) set of three No. 12 @ Kshs-----</p> <p>(Tenderer must insert rate and extend)</p> <p><u>TEMPORARY WORKS</u></p> <p><u>OFFICE AND SHEDS</u></p> <p>The Contractor shall erect and maintain temporary office accommodation for his own use and ample temporary watertight sheds for the proper storage and protection of materials and for the use of artisans and remove when ordered. Floors of sheds shall be at least 150mm above ground level.</p> <p><u>SANITATION</u></p> <p>The Contractor shall provide the necessary latrines for his staff and workmen to the requirements and satisfaction of the Health authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.</p> <p>Carried to collection Kshs</p>	
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Item	Description	Kshs	Cts
A.	<p><u>OFFICES AND SERVICES FOR THE ARCHITECT</u></p> <p>The contractor shall provide, erect and maintain where directed on the site, an approved weather and sun-proof lock-up office for the sole use of the Architect and his representatives with a total floor area of not less than 20 square metres. The office shall be constructed with stone, concrete or Timber and the walls and ceilings internally lined with soft board. Glazed windows of not less than 1.5 square metres and a stout door with lock and fastenings shall be provided and the office furnished with wooden stools, tables and chairs and drawing table along the full length of one side, complete with drawers of sufficient size to carry the drawings laid flat. The contractor shall also provide, erect and maintain a lock-up European type latrine for the sole use of the Architect and his representatives and to the satisfaction of the Local Authorities and shall provide the services of a sweeper, pay all charges and keep both office and latrine in a clean and sanitary condition during the whole period of the Works. The office and latrine shall be removed on completion. The contractor shall keep on site and maintain in good condition one dumpy or quickest level and levelling staff and one 30 metre steel tape for the use of the Architect and his representatives.</p>		
B.	<p><u>EXISTING AND ADJACENT PROPERTY</u></p> <p>The site is located within a busy shopping centre with operating business and the contractor will have been deemed to have visited the site to ascertain the working conditions; The contractor must take all necessary steps to safeguard existing and adjacent property, make good at his own expense any damage to persons or property caused thereon, and hold the Employer indemnified against any such claim arising. The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these Works. He must reinstate all damages at his own expenses and indemnify the Employer against any loss.</p> <p>The contractor must take such steps and exercise such care and diligence as to minimize nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property. In particular the contractor will be required to protect his works with dust proof material to prevent dust interfering with adjacent business.</p>		
C.	<p><u>WATCHING AND LIGHTING</u></p> <p>The contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, plant and materials against damage and theft.</p>		
D.	<p><u>SAMPLES</u></p> <p>The contractor shall furnish at the earliest possible opportunity at his own cost any samples of materials or workmanship that may be called for by the architect for his approval or rejection and any further samples in case of rejection, until such samples are approved. Such samples when approved shall be the minimum standard for the work to which they apply.</p>		
Carried to collection Kshs			

Item	Description	Kshs	Cts
A.	<p><u>TEMPORARY ROADS</u></p> <p>The contractor shall provide where directed all temporary access roads, tracks and paths necessary for the execution of the works, including making good when no longer required.</p>		
B.	<p><u>SIGNBOARD</u></p> <p>The main contractor shall apply and obtain permission from the City Council and prepare and fix on site a signboard and lettering on same for the display of the main contractor and Sub-contractors' names. Same shall be of an approved size with the Employers name printed thereon. The Architect's, Quantity Surveyors and other Consultants names shall be printed in 50mm letters all to the Architect's design and approval. The approval plan number and NEMA approval number shall be printed thereon. No other signboard or advertising will be permitted. The signboard shall be well maintained throughout the construction Period and removed upon completion of the works. The contractor shall pay for all the charges and expenses in connection with the above.</p> <p><u>NOMINATED SUB-CONTRACTORS AND SUPPLIERS</u> <u>(See also under FORM OF CONTRACT Clauses 31.0 and 32.0)</u></p>		
C.	<p><u>NOMINATED SUB-CONTRACTORS</u></p> <p>The contractor shall be responsible for Nominated Sub-Contractors in every respect and in particular it shall be the contractor's responsibility to ensure that each sub-contractor commences and completes the work in such manner and is ready on the Site with his materials, labour and special plant at such times so as to conform with the progress Schedule, as specified previously, and to ensure satisfactory progress.</p> <p>The contractor shall also accept liability for and bear the cost of General Attendance on Nominated Sub-contractors which shall be deemed to include for:-</p> <p>Allowing the use of standing scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant sub-contractors works are complete and removal of all scaffolding on completion. Providing space for office accommodation, and for storage of plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, and lighting, and clearing away all rubbish.</p> <p>The items for "General Attendance" given herein-after following Prime Cost sums in respect of sub-contractors work shall be deemed to include all the above.</p> <p>The contractor shall also accept liability for and bear the cost of Special Attendance on Nominated sub-contractors which shall include for one or more of the following:</p> <p>Unloading, storing, hoisting, and placing in position, providing power, provision of special scaffolding</p> <p>The items for "Special Attendance" given herein-after following Prime Cost sums shall include any one or more of the above items as set out in the particular reference.</p>		

	Cutting away for and making good after the work of sub-contractors as may be required will be measured and valued separately by the Quantity Surveyor		
	Carried to collection Kshs		
Item	Description	Kshs	Cts
A.	<p>NOMINATED SUPPLIERS The cost of “Fix Only” materials to be obtained from Nominated Suppliers which are covered by prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described.</p> <p>Before placing any orders with Nominated sub-Contractors or Nominated Suppliers the contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of contract and the Progress Schedule.</p>		
B.	<p>PRIME COST RATES</p> <p>Where descriptions of items include a Prime Cost rate per unit this rate is to cover the net supply cost of the unit only. The Contractor’s price must include for the cost of the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads.</p> <p>The actual net cost per unit will be adjusted within the Final Account against the prime Cost rate stated.</p>		
C.	<p>PROTECTION AND CLEANING</p> <p>PROTECTION</p> <p>The Contractor shall cover and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of sub-contractors, etc., to the satisfaction of the Architect until the completion of the Contract, and carefully preserve all trees or bushes on or near the site.</p> <p>CLEANING</p> <p>The Contractor shall, upon completion of the Works, at his own expense, remove and clear way all surplus excavated materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of temporary access roads, offices, shed, camps, etc. Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains. He shall also, at the discretion of the Architect, remove all rubbish and dirt as it accumulates. The Contractor is to find own dump and shall pay all charges in connection therewith.</p>		

	Carried to collection	Kshs		
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Item	Description	Kshs	Cts
A.	<p>TRAINING LEVY The Contractor's attention is drawn to Legal Notice 237 of October, 1971, which requires payment by the contractor of Training Levy on all contracts of more than Kshs 50,000/= in value and his Tender shall include for all cost arising or resulting thereof.</p>		
B	<p>STANDARD LEVY The Contractor's attention is drawn to Legal Notice No. 267 of 22nd June, 1990 which requires payment by the Contractor of Standard levy. His tender must include for all costs arising or resulting thereof</p>		
C	<p>VALUE ADDED TAX The Contractor shall comply with the VAT ACT Cap 476 Laws of Kenya which requires that Value Added Tax shall be charged on the value added in Provision of building services. The Contractor is advised that the pricing of their rates should be <u>Inclusive</u> of V.A.T. on inputs. The amount of V.A.T shall be assumed to be at the current statutory rate applicable at the time of tendering.</p>		
D	<p>NATIONAL CONSTRUCTION AUTHORITY The Contractor's attention is drawn to section 31 of the National Construction Authority Act which provides for imposition of the national construction levy payable to the Authority not exceeding 0.5% of the value of any contract whose value exceeds five million shillings. The tenderer should therefore take this into consideration when pricing this tender. His tender sum must therefore include for all costs arising or resulting thereof.</p>		
	Carried to collection Kshs		

Item	Description	Kshs	Cts
	<p><u>SITE ATTENDANCE</u></p> <p>Allow ...% for site office for contract attendance and profits for inspection and all necessary statutory bodies</p>		
	<p>Carried to collection</p>	Kshs	

Section No. 1, Preliminaries, Carried to Main Summary Kshs.

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
A	SUB-STRUCTURE WORKS “ALL PROVISIONAL” Repair existing roof cover	ITEM			
B	RAMP 150mm thick VRC ramp Ramp Vibrated reinforced concrete Class 20/20 (1:2:4) in:	SM	40		
C	150mm thick ramp to fall	SM	35		
D	900mm high balustrade comprising of 50mm diameter hand rail, 50mm diameter bottom rail 18mm square infill balusters spaced at 150mm centres	LM	40		
E	SERVICE COUNTERS Service counters 4000mm long comprising of three cubicals; 200mm thick masonry wall 1000mm high plastered and painted on both sides including, 4000mm long x 1500mm high Aluminium frame partitions with glass panels 18mm x 450mm wide granite top with upper transactionlower recessed 20mm thick top blockboard anchored with vertical aluminium stands1000mm high 20mm thick block board sides divisions, shelves with s.s skirting on block boards backing and 150mm mild steel finish 3No.				

	750mm x 450mm x 250mm deep drawers with a knobs and locks to each component with all necessary ironmongery to client's approval and satisfaction	NO	1		
	Aluminium Partition Supply, assemble and fix powder coated Aluminium framed partition with opens left for Glazing (ms) and MDF boards including all necessary beadings and rubber as described in the following				
F	100mm x 76mm x 1.2mm thick natural anodized aluminium framing, base piece screwed at bottom and top, grooved to receive glazing (ms) CARRIED FORWARD	LM	35		
ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
A	76mm x 44mm x 1.2mm thick natural anodized framing; horizontal grooved to approval at both top and bottom to receive glazing (ms)	LM	16		
B	76mm x 44mm x 1.2mm thick natural anodized framing; vertical piece grooved to approval at both sides to receive glazing (ms)	LM	40		
C	27.5mm x 17.25mm x 1.5mm thick beading to receive boards (ms)	LM	65		
D	38mm x 38mm x 3.5mm thick angle section beading to glazing (ms)	LM	65		
E	18mm thick MDF boards laminated both sides to partitions	SM	18		
	Aluminium Door Supply and fix Aluminium doors complete with frames stiles beadings with 6mm clear glass (ms) complete with aluminium door lock				
F	Size 900mm x 2400mm high	NO	3		
	GLAZING				
	Supply and fix the following approved quality glass including fixing and approved quality rubber and including all necessary fixing materials				

G	6mm thick approved pattern clear glass and glazing with approved quality rubber in panels over 0.1 to 0.5 square meters	SM	5		
IRONMONGERY					
Supply and fix the following ironmongery with matching screws all as per specified catalogue					
H	3-lever Mortise lock ; 'LEB-270' complete with a pair of polished brass handles ref. LP 404	NO	4		
I	100mm Pressed steel stainless butt hinges EA. NT 831	PRS	5		
J	Allow for major Repair to wall wall cracks	ITEM			
CARRIED FORWARD					

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
A	Allow for Repair Main Gate	ITEM			
B	Allow for Repair of soft board ceiling	ITEM			
	Prepare and apply 3 coats of silk vinyl to plastered surfaces:-				
C	Internal surfaces	SM	510		
D	External surfaces	SM	965		
E	Prepare and apply three coats to soffits of suspended slab	SM	120		
F	Ditto soffits of ceiling	SM	160		
G	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	65		
	Floor Finishes				
H	Apply hydrochloric acid to clean existing terrazzo surfaces and apply polish	SM	450		
	APP APPLICATION				
I	Hack existing flat roof membrane and cart away arising debris	ITEM			
J	25mm screed to flat roof to required slope	SM	120		

K	Prepare, apply collar and fix APP membrane to make surface waterproof (measured net allow for the overlap)	SM	120		
ELECTRICAL INSTALLATION					
L	Supply and fix the following electrical fittings				
M	4Ft LED Fitting complete with tube and all accessories	NO	10		
N	Double metallic Pole 13A Socket	NO	4		
O	Single metallic Pole15A Socket	NO	5		
CARRIED FORWARD					
ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
BROUGHT FORWARD					
A	2 GANG 2 WAY Switch	NO	1		
B	1 WAY Switch	NO	5		
C	Single Core 2.5 sq.mm	LM	90		
PORTABLE FIRE EXTINGUISHERS					
D	Supply 9Kg Portable Dry powder fire extinguisher	NO	2		
E	Supply 9Kg Portable Carbon dioxide fire extinguisher	NO	2		
FURNITURE					
Supply the following furniture to detail					
Supply rectangular office table made of engineered Wood with laminate finish 25mm thick with cable Management cut with plastic cover, with three no. drawers compete with drawer keys					
F	Size 1500mm long x 700mm high x 750mm width	NO	4		
G	Counter stools made of mild steel or powder coated metal with seats cushioned with high density polyurethane foam	NO	4		
H	Office chairs made of mild steel or powder coated Metal with seats and backrest cushioned with high density polyurethane foam	NO	8		

I	Office Steel cabinets made from galvanized steel sheets with four drawers Size 132mm x 38mm x 71mm	NO	3		
J	Ditto size 71mm x 38mm x 71mm	NO	2		
K	BRANDING Supply and fix backlight branding with POSTA LOGO Name of Office and Post Code Size 3000mm x 500mm	NO	1		
L	WALL CLOCK Supply and fix circular wall clock 300mm diameter	NO	2		
	CARRIED FORWARD				

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
A	NOTICE BOARDS Supply and fix a modern Notice Board size 1800mm x 1200mm	No.	1		
B	Water tank Base Construct water tank base including excavation of base, including 200mm thick wall raised at 450mm above ground level. Size 2000mm diameter	NO	1		
C	Water tank Supply and install 5000 Litres capacity cylindrical water tank made of High quality, food-grade polyethylene and UV –stabilized complete with necessary back nut and overflow, tap and all necessary fittings	NO	1		
D	Prepare and Spray paint both internal and external surfaces of Private Letter Boxes with fast dry paint (QAD) Posta colours as directed by the client	SET	8		
E	Numbering of both Internally and externally sides of boxes with appropriate stencil as directed by the client on site	SET	8		
F	Flush Doors Solid core flush doors; finished with scratch				

G	proof mahogany laminate; hardwood lipped on all edges and machine pressed to look like framed door; complete with solid blocking for ironmongery	NO	4	
	Size 900 x 2350mm high			

CARRIED FORWARD

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
	IRONMONGERY				
	Supply and fix the following ironmongery with matching screws all as per specified				
A	3-lever Mortise lock ; 'LEB-270' complete with a pair of polished brass handles ref. LP 404	NO	4		
B	100mm Pressed steel stainless butt hinges EA. NT 831	NO	3		
C	Heavy duty Door closer Union catalogue No. 8747/194 with closing speed control latch action.	NO	2		
	PLUMBING & DRAINAGE INSTALLATION				
	Internal Plumbing and Drainage				
	Note: The rates inserted should include for				
	(i) Fixing complete with all necessary cuttings and jointing along the running lengths, waste, shorts and support				
	(ii) Forming chases mortice holes in walls and concrete structures including making good surfaces				
D	Remove existing WC keep as directed and make good all disturbed areas	NO	4		

E	Ditto WHB Supply and fix in position the following sanitary appliances including hacking wall to in order to fix and make good all disturbed area	NO	2		
F	Penedestral Wash Hand Basin	NO	2		
G	Arsian WC complete with cistern	NO	4		
H	WC pan complete with cistern	NO	4		
I	Mirrow size 1200mm x 400mm	NO	1		

CARRIED FORWARD

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
	Supply and fix the following fittings PN 25				
A	32 mm PPR	LM	50		
B	32mm PPR Elbows	NO	12		
C	32mm socket	NO	12		
D	32mm Tee	NO	6		
E	25mm PPR Elbows	NO	20		
F	25mm socket	NO	7		
G	25mm Tee	NO	7		
H	25mm female adaptors	NO	10		
I	25mm male adaptors	NO	20		
J	32mm female adaptors	NO	8		
K	32mm male adaptors	NO	8		
L	WHB waste 11/4"	LM	10		
M	Bottle trap 11/4" x 11/4"	NO	2		

A	Bottle trap 11/2" x 11/2"	NO	1		
B	Angle valve 25mm as "docol"	NO	10		
C	Pressuried Flex tube 2ft	NO	4		
D	Arabic shower tap	NO	2		
E	Hand drier	NO	2		
F	Soap dispenser	NO	2		
	Male and Female door signs	NO	2		
	Tissue holder Mettalic	NO	4		

CARRIED FORWARD

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
I	Magic connector 4"	NO	4		
J	Indicator door locks 'Engaged/ Vacant'	NO	4		
	CARRIED TO SUMMARY PAGE				

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PRIME COSTS (PC) & PROVISIONAL SUMS (PS)				
A	Provide a Prime Cost of Kenya Shillings Twenty Five Thousand for obtaining relevant County Government permits	ITEM			
B	Provide a Provisional Sum of Kenya Shillings Two Hundred Thousand (Kshs.200,000) for Contingencies	ITEM			
	Carried to Summary Page				

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	SUMMARY PAGE				
	Elements Brought Forward				

General Preliminaries				
Build Works				
Prime Costs & Provisional Sums				
Sub Total				
16% VAT				
Total (To be transferred to Summary Table)				

6.2.12 ELDAMA RAVINE POST OFFICE

Item	Description	Kshs	Cts
A.	<p><u>GENERAL MATTERS</u></p> <p><u>SUFFICIENCY OF TENDER</u></p> <p>The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced 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 and maintenance of the works.</p>		
B.	<p><u>STAMP CHARGES</u></p> <p>The contractor shall allow for the payment of all stamp charges in connection with the surety bond.</p>		
C.	<p><u>DEFINITIONS AND ABBREVIATIONS</u></p> <p>Terms used in this Bills of Quantities shall be interpreted as follows:-</p> <p>Approved" Shall mean approved by the Architect</p> <p>As directed " Shall mean as directed by the Architect.</p> <p>B.S" Shall mean the current British Standard specification published by the British Standards Institution, 2 Park Street, London, W.I. England</p> <p>CM Shall mean cubic Metres</p> <p>SM shall mean Square Metres</p> <p>LM Shall mean Linear metres</p> <p>mm Shall mean Millimetres</p> <p>KG Shall mean Kilogrammes</p>		

D.	<p>No Shall mean numbers</p> <p><u>FIGURED DIMENSIONS</u></p> <p>Figured dimensions are to be followed in preference to dimensions scaled from the drawings; but whenever possible dimensions are to be taken on the site or from the Buildings. Before any work is commenced by sub-contractors or specialists firms, dimensions must be checked on the site and/or buildings and agreed with the contractor, irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.</p> <p>Carried to collection Kshs</p>	
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Item	Description	T. Kshs	Cts
A.	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>PROVISIONAL WORK</u></p> <p>All “provisional” and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measurement, the Contractor shall give notice to the Quantity Surveyor. If the contractor makes default in this respect he shall if the Architect so directs, Uncover the work at his own expense to enable the measurements be taken.</p>		
B.	<p><u>PLANT, TOOLS AND SCAFFOLDING</u></p>		

The contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the works and shall remove same on completion.

The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works, including sub-contract works, provide special scaffolding as and when required during the Works and remove on completion and make good.

Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guard-rails to approval.

All such plant, tools and scaffolding shall comply with all regulations whether general or local, in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.

Scaffolding is not measured hereinafter and the Contractor must allow here or in his rates for the above if applicable.

C. HOARDING

The contractor shall enclose the site with hording with opening and gate as required.

The hording shall be 2500mm high constructed with timber to approval and covered with galvanised iron corrugated sheets painted to approval

D. PROGRESS CHART

The contractor shall upon receiving instructions to proceed with the work, draw up a time and progress schedule setting out the order in which the works are to be carried out with the appropriate dates thereof. This time and progress schedule is to be agreed with the architect and no deviations from the order set out in this schedule will be permitted without the written consent of the architect. The main contractor will be responsible for arranging the above programme with all sub-contractors including the nominated sub-contractors and nominated suppliers.

Carried to collection Kshs

Item	Description	U.	Kshs	Cts
A.	<u>EXISTING SERVICES</u> Prior to commencement of any work, the contractor is to ascertain from the relevant authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant authority and shall be made good to their satisfaction at the Contractor's expenses.			
B.	<u>TRANSPORT TO AND FROM THE SITE</u>			

The Contractor shall include in his prices for the transport of materials, workmen, etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the Authorities.

C. PUBLIC AND PRIVATE ROADS, PAVEMENTS ETC

The Contractor will be required to make good, at his own expense, any damage he may cause to the present road surfaces and pavements within or beyond the boundary of the site, during the period of the Works. In particular, all existing trees, shrubs, plants, etc., which may be destroyed or damaged during the progress of the Works are to be made good by the Contractor to the approval of the Architect.

D. POLICE REGULATIONS

The contractor is to allow for complying with all instructions and regulations of the Police Authorities.

E. CONTRACTORS SUPERINTENDENCE

The contractor shall constantly keep on the Works a literate English speaking agent or representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. Such agent or representative shall receive on behalf of the contractor, directions and instructions from the Architect and such directions and instructions shall be deemed to have been given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Architect.

F. SIGN FOR MATERIALS SUPPLIED

The contractor will be required to sign for all materials supplied by the employer at the time of taking delivery thereof, as having received them in good order and condition and will thereafter be responsible for any loss or damage of materials which will be supplied by the employer at current market prices including Customs Duty, VAT and all government taxes all at the contractors own cost and expenses to the satisfaction of the employer.

Carried to collection Kshs.

Item	Description	V.	Kshs	Cts
	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>CONTRACTORS SUPERINTENDENCE (CONT)</u></p> <p>It is to be a specific condition of this Contract that the successful tenderer shall provide on the site throughout the period up to the date for practical completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the drawings,</p>			

and shall ensure that upon any termination of employment, a suitable replacement is found.

Before the Tenderers offer is accepted the Architect will personally interview the Contractor's proposed representative. A curriculum vitae of past experience and qualifications must be provided for the Architect's scrutiny.

The Architect's decision will be final regarding the suitability of the proposed representative.

A. **WATER**

All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension.

The contractor shall provide at his own risk and cost all water for use in connection with the Works (including the work of sub-contractors). The contractor shall provide at his own expense all temporary distribution pipes, storage tanks, meters, etc., and he shall clear away same upon completion of the Works.

B. **LIGHTING AND POWER**

The contractor shall provide at his own risk and cost all artificial lighting and power for use on the works, including all sub-contractors and specialists requirements and including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.

C. **SAFETY**

The Contractor shall comply at all times with the requirements of the Factory Act (Cap 514) Building Construction Rules, Supplement 18, Legal Notice No. 40 dated 5th April, 1984 and ensure that the safety of his workpeople and authorized visitors to the site is protected at all times. In particular, there shall be proper provision of planked footways and guard-rails to scaffolding etc., protection against falling materials and tools and the site shall be kept tidy and clear of dangerous rubbish.

Carried to collection Kshs.

Item	Description	Kshs.	Cts
	<u>GENERAL MATTES (CONT'D)</u> <u>SAFETY (CONT'D)</u> The contractor shall appoint a Safety Officer as required by the Factory Act and notify the Factory Inspector of his name. The Safety officer shall be on site at all times and		

all directions given by the Architect to the Safety Officer shall be deemed to be Architect's Instructions, and shall be complied with promptly without additional cost to the contract. The Architect shall be empowered to suspend work on the Site should he consider these conditions are not being observed, and no claim arising from such a suspension will be allowed.

A. **PROTECTIVE CLOTHING**

The contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, overalls, etc., according to the type of work. The contractor shall ensure that safety helmets are worn by all staff on site at all times.

B. **MATERIALS AND WORKMANSHIP**
GENERALLY

All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.

All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standards Institution Specification current at the date of Tender. 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 such materials are on site when required for use in the works.

The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.

The works throughout shall be executed by skilled workmen well versed in their respective trades.

Carried to collection Kshs

Item	Description	Kshs	Cts
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A.	<p><u>MATERIALS AND WORKMANSHIP (CONT)</u></p> <p><u>REJECTED WORKMANSHIP OR MATERIALS</u></p> <p>Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must immediately be removed from the site and replaced at the Contractor's expenses, as required.</p>		
B.	<p><u>PROPRIETARY MATERIALS</u></p> <p>Where proprietary materials are specified herein-after the Contractor may propose the use of materials of other manufacture but equal quality for approval by the Architect.</p> <p>All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used or fixed strictly in accordance with their instructions.</p>		
C.	<p><u>CONCRETE TESTS</u></p> <p>Concrete test cubes, i.e. per set of three as later described, including testing fee, labour and materials, making moulds, transport and handling etc</p> <p>Successful tests only (Provisional) set of three No. 12 @ Kshs-----</p> <p>(Tenderer must insert rate and extend)</p> <p><u>TEMPORARY WORKS</u></p>		
D.	<p><u>OFFICE AND SHEDS</u></p> <p>The Contractor shall erect and maintain temporary office accommodation for his own use and ample temporary watertight sheds for the proper storage and protection of materials and for the use of artisans and remove when ordered. Floors of sheds shall be at least 150mm above ground level.</p>		
E.	<p><u>SANITATION</u></p> <p>The Contractor shall provide the necessary latrines for his staff and workmen to the requirements and satisfaction of the Health authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.</p>		
	<p>Carried to collection Kshs</p>		

Item	Description	Kshs	Cts
A.	<p><u>OFFICES AND SERVICES FOR THE ARCHITECT</u></p> <p>The contractor shall provide, erect and maintain where directed on the site, an approved weather and sun-proof lock-up office for the sole use of the Architect and his representatives with a total floor area of not less than 20 square metres. The office shall be constructed with stone, concrete or Timber and the walls and ceilings internally lined with soft board. Glazed windows of not less than 1.5 square metres and a stout door with lock and fastenings shall be provided and the office furnished with wooden stools, tables and chairs and drawing table along the full length of one side, complete with drawers of sufficient size to carry the drawings laid flat. The contractor shall also provide, erect and maintain a lock-up European type latrine for the sole use of the Architect and his representatives and to the satisfaction of the Local Authorities and shall provide the services of a sweeper, pay all charges and keep both office and latrine in a clean and sanitary condition during the whole period of the Works. The office and latrine shall be removed on completion. The contractor shall keep on site and maintain in good condition one dumpy or quickest level and levelling staff and one 30 metre steel tape for the use of the Architect and his representatives.</p>		
B.	<p><u>EXISTING AND ADJACENT PROPERTY</u></p> <p>The site is located within a busy shopping centre with operating business and the contractor will have been deemed to have visited the site to ascertain the working conditions; The contractor must take all necessary steps to safeguard existing and adjacent property, make good at his own expense any damage to persons or property caused thereon, and hold the Employer indemnified against any such claim arising. The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these Works. He must reinstate all damages at his own expenses and indemnify the Employer against any loss.</p> <p>The contractor must take such steps and exercise such care and diligence as to minimize nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property. In particular the contractor will be required to protect his works with dust proof material to prevent dust interfering with adjacent business.</p>		
C.	<p><u>WATCHING AND LIGHTING</u></p> <p>The contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, plant and materials against damage and theft.</p>		
D.	<p><u>SAMPLES</u></p> <p>The contractor shall furnish at the earliest possible opportunity at his own cost any samples of materials or workmanship that may be called for by the architect for his approval or rejection and any further samples in case of rejection, until such samples are approved. Such samples when approved shall be the minimum standard for the work to which they apply.</p>		
Carried to collection Kshs			

Item	Description	Kshs	Cts
A.	<p><u>TEMPORARY ROADS</u></p> <p>The contractor shall provide where directed all temporary access roads, tracks and paths necessary for the execution of the works, including making good when no longer required.</p>		
B.	<p><u>SIGNBOARD</u></p> <p>The main contractor shall apply and obtain permission from the City Council and prepare and fix on site a signboard and lettering on same for the display of the main contractor and Sub-contractors' names. Same shall be of an approved size with the Employers name printed thereon. The Architect's, Quantity Surveyors and other Consultants names shall be printed in 50mm letters all to the Architect's design and approval. The approval plan number and NEMA approval number shall be printed thereon. No other signboard or advertising will be permitted. The signboard shall be well maintained throughout the construction Period and removed upon completion of the works. The contractor shall pay for all the charges and expenses in connection with the above.</p> <p><u>NOMINATED SUB-CONTRACTORS AND SUPPLIERS</u> <u>(See also under FORM OF CONTRACT Clauses 31.0 and 32.0)</u></p>		
C.	<p><u>NOMINATED SUB-CONTRACTORS</u></p> <p>The contractor shall be responsible for Nominated Sub-Contractors in every respect and in particular it shall be the contractor's responsibility to ensure that each sub-contractor commences and completes the work in such manner and is ready on the Site with his materials, labour and special plant at such times so as to conform with the progress Schedule, as specified previously, and to ensure satisfactory progress.</p> <p>The contractor shall also accept liability for and bear the cost of General Attendance on Nominated Sub-contractors which shall be deemed to include for:-</p> <p>Allowing the use of standing scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant sub-contractors works are complete and removal of all scaffolding on completion. Providing space for office accommodation, and for storage of plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, and lighting, and clearing away all rubbish.</p> <p>The items for "General Attendance" given herein-after following Prime Cost sums in respect of sub-contractors work shall be deemed to include all the above.</p> <p>The contractor shall also accept liability for and bear the cost of Special Attendance on Nominated sub-contractors which shall include for one or more of the following:</p> <p>Unloading, storing, hoisting, and placing in position, providing power, provision of special scaffolding</p> <p>The items for "Special Attendance" given herein-after following Prime Cost sums shall include any one or more of the above items as set out in the particular reference.</p>		

	Cutting away for and making good after the work of sub-contractors as may be required will be measured and valued separately by the Quantity Surveyor		
	Carried to collection Kshs		
Item	Description	Kshs	Cts
A.	<p>NOMINATED SUPPLIERS The cost of “Fix Only” materials to be obtained from Nominated Suppliers which are covered by prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described.</p> <p>Before placing any orders with Nominated sub-Contractors or Nominated Suppliers the contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of contract and the Progress Schedule.</p>		
B.	<p>PRIME COST RATES</p> <p>Where descriptions of items include a Prime Cost rate per unit this rate is to cover the net supply cost of the unit only. The Contractor’s price must include for the cost of the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads.</p> <p>The actual net cost per unit will be adjusted within the Final Account against the prime Cost rate stated.</p>		
C.	<p>PROTECTION AND CLEANING</p> <p>PROTECTION</p> <p>The Contractor shall cover and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of sub-contractors, etc., to the satisfaction of the Architect until the completion of the Contract, and carefully preserve all trees or bushes on or near the site.</p> <p>CLEANING</p> <p>The Contractor shall, upon completion of the Works, at his own expense, remove and clear way all surplus excavated materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of temporary access roads, offices, shed, camps, etc. Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains. He shall also, at the discretion of the Architect, remove all rubbish and dirt as it accumulates. The Contractor is to find own dump and shall pay all charges in connection therewith.</p>		

	Carried to collection	Kshs		
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Item	Description	Kshs	Cts
A.	<p>TRAINING LEVY The Contractor's attention is drawn to Legal Notice 237 of October, 1971, which requires payment by the contractor of Training Levy on all contracts of more than Kshs 50,000/= in value and his Tender shall include for all cost arising or resulting thereof.</p>		
B	<p>STANDARD LEVY The Contractor's attention is drawn to Legal Notice No. 267 of 22nd June, 1990 which requires payment by the Contractor of Standard levy. His tender must include for all costs arising or resulting thereof</p>		
C	<p>VALUE ADDED TAX The Contractor shall comply with the VAT ACT Cap 476 Laws of Kenya which requires that Value Added Tax shall be charged on the value added in Provision of building services. The Contractor is advised that the pricing of their rates should be <u>Inclusive</u> of V.A.T. on inputs. The amount of V.A.T shall be assumed to be at the current statutory rate applicable at the time of tendering.</p>		
D	<p>NATIONAL CONSTRUCTION AUTHORITY The Contractor's attention is drawn to section 31 of the National Construction Authority Act which provides for imposition of the national construction levy payable to the Authority not exceeding 0.5% of the value of any contract whose value exceeds five million shillings. The tenderer should therefore take this into consideration when pricing this tender. His tender sum must therefore include for all costs arising or resulting thereof.</p>		
	Carried to collection Kshs		

Item	Description	Kshs	Cts
	<p><u>SITE ATTENDANCE</u></p> <p>Allow ...% for site office for contract attendance and profits for inspection and all necessary statutory bodies</p>		
	<p>Carried to collection</p>	Kshs	

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
A	ELEMENT NO. 1 SUB-STRUCTURE WORKS “ALL PROVISIONAL” Carefully remove existing roof clay tiles cover and keep as directed	ITEM			
B	Supply and Fix the following Five (5) metres above ground level Supply and fix Gauge 28 Box Profile colour blue laid with a minimum of 200mm on slope and 100mm minimum in end lap. Iron sheets are nailed on the timber purlins (ms) with help of steel nails (measured net allow for the overlap)	SM	510		
C	Ditto Ridge caps	LM	50		
D	Ditto valleys	LM	20		
APP APPLICATION					
E	Hack existing flat roof membrane and cart away arising debris	ITEM			
F	25mm screed to flat roof to required slope	SM	120		
G	Prepare, apply collar and fix APP membrane to make surface waterproof (measured net allow for the overlap)	SM	120		

	The following trusses to be hoisted between 4.0m and 8.0m high above ground level (Provisional) Pressure impregnated sawn Cypress				
H	100mm x 50mm Rafters	LM	110		
I	75mm x 50mm purlins	LM	420		
J	250mm x 25mm fascia and barge boards	LM	80		
K	150 x 200mm wide box shaped galvanized pressed steel gutter gauge 16 welded firmly together	LM	60		
CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Extra Over for making 100mm diameter holes for downpipes in gutter	NO	12		
B	Allow for hacking wall to get way through for down pipe connections.	ITEM			
C	Supply and installation 150mm PVC down pipes including of all sundries/accessories, e.g brackets, sandals connectors etc	LM	80		
D	Supply and fix 100mm bends	NO	12		
	Ceiling				
E	Supply and fix 12mm soft board ceiling nailed to existing timber brandering	SM	320		
F	Prepare and apply three coats to soffits of ceiling boards	SM	320		
	SERVICE COUNTERS				
G	Service counters 6000mm long comprising of four cubicals; 200mm thick masonry wall 1000mm high plastered and painted on both sides including, 6000mm long x 1500mm high Aluminium frame				

	<p>partitions with glass panels 18mm x 450mm</p> <p>wide granite top with upper transaction</p> <p>lower recessed 20mm thick top blockboard</p> <p>anchored with vertical aluminium stands</p> <p>1000mm high</p> <p>20mm thick block board sides divisions, shelves with s.s skirting on block boards backing and</p> <p>150mm mild steel finish 3No. 750mm x 450mm x 250mm deep drawers with knobs and locks at each component with all necessary</p> <p>ironmongery to client's approval and satisfaction</p>	NO	1		
CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
	Aluminium Partition				
	Supply, assemble and fix powder coated Aluminium framed partition with opens left for Glazing (ms) and MDF boards including all necessary beadings and rubber as described in the following				
A	100mm x 76mm x 1.2mm thick natural anodized aluminium framing, base piece screwed at bottom and top, grooved to receive glazing (ms)	LM	40		
B	76mm x 44mm x 1.2mm thick natural anodized framing; horizontal grooved to approval at both top and bottom to receive glazing (ms)	LM	20		
C	76mm x 44mm x 1.2mm thick natural anodized framing; vertical piece grooved to approval at both sides to receive glazing (ms)	LM	60		
D	Aluminium beadings 43mm x 20mm x 1.6mm thick beading member riveted to aluminium hollow section frames to receive glass (ms)	LM	72		

E	27.5mm x 17.25mm x 1.5mm thick beading to receive boards (ms)	LM	72		
F	38mm x 38mm x 3.5mm thick angle section beading to glazing (ms)	LM	72		
G	18mm thick MDF boards laminated both sides to partitions	SM	30		
	Aluminium Door Supply and fix Aluminium doors complete with frames stiles beadings with 6mm clear glass (ms) complete with aluminium door lock				
H	Size 900mm x 2400mm high	NO	5		
CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD GLAZING Supply and fix the following approved quality glass including fixing and approved quality rubber and including all necessary fixing materials				
A	6mm thick approved pattern clear glass and glazing with approved quality rubber in panels over 0.1 to 0.5 square meters	SM	30		
	Flush Doors Solid core flush doors; Finished with scratch proof mahogany laminate; hardwood lipped on all edges and machine pressed to look like framed door; Complete with solid blocking for ironmongery:				
B	Size 900 x 2350mm high	NO	4		
	Frames finishes wrot mahogany				
C	150 x 50mm	LM	28		
IRONMONGERY					

	Supply and fix the following ironmongery with matching screws all as per specified catalogue;				
D	3-lever Mortise lock ; 'LEB-270' complete with a pair of polished brass handles ref. LP 404	NO	7		
E	100mm Pressed steel stainless butt hinges EA. NT 831	PRS	8		
F	Allow for Repair major cracks to wall and floor	ITEM			
G	Repair Main Gate	NO	1		
	Prepare and apply 3 coats of silk vinyl to plastered surfaces:-				
H	External surfaces	SM	535		
I	Internal surfaces	SM	875		
	CARRIED FORWARD				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Prepare and apply 3 coats of silk vinyl to soffits of suspended slab	SM	60		
B	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	70		
C	Apply hydrochloric acid to clean existing terazzo surfaces and apply polish	SM	320		
	Water tank Base				
D	Construct water tank base including excavation of base, including 200mm thick wall raised at 450mm above ground level. Size 2000mm diameter	NO	1		
	Water tank				
E	Supply and install 5000 Litres capacity cylindrical water tank made of High quality, food-grade polyethylene and UV –stabilized complete with necessary back nut and overflow, tap and all necessary fittings	NO	1		

	ELECTRICAL INSTALLATION Supply and fix the following electrical fittings				
F	4Ft LED Fitting complete with tube and all accessories	NO	15		
G	Double metallic Pole 13A Socket	NO	6		
H	Single metallic Pole 15A Socket	NO	5		
I	2 GANG 2 WAY Switch	NO	3		
J	1 WAY Switch	NO	5		
K	Single Core 2.5 sq.mm	LM	120		
	CARRIED FORWARD				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
	FURNITURE Supply the following furniture to detail Supply rectangular office table made of engineered Wood with laminate finish 25mm thick with cable Management cut with plastic cover, with three no. drawers compete with drawer keys				
A	Size 1500mm long x 700mm high x 750mm width	NO	5		
B	Counter stools made of mild steel or powder coated metal with seats cushioned with high density polyurethane foam	NO	4		
C	Office chairs made of mild steel or powder coated metal with seats and backrest cushioned with high density polyurethane foam	NO	6		
D	Office Steel cabinets made from galvanized steel sheets with four drawers Size 132mm x 38mm x 71mm	NO	4		
E	Ditto size 71mm x 38mm x 71mm	NO	2		

	BRANDING				
F	Supply and fix backlight branding with POSTA LOGO Name of Office and Post Code Size 3000mm x 500mm	NO	1		
G	WALL CLOCK Supply and fix circular wall clock 300mm diameter	NO	2		
H	NOTICE BOARDS Supply and fix a modern Notice Board size 1800mm x 1200mm	No.	2		
I	Supply and fix in position louver frames of 8 no. louvers	PRS	20		
J	150mm high 6mm thick louver glasses 750mm long	NO	60		
	CARRIED FORWARD				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Prepare and Spray paint both internal and external surfaces of Private Letter Boxes with fast dry paint (QAD) Posta colours as directed by the client	SET	6		
B	Numbering of both Internally and externally sides of boxes with appropriate stencil as directed by the client on site	SET	6		
	PORTABLE FIRE EXTINGUISHERS				
C	Supply 9Kg Portable Dry powder fire extinguisher	NO	2		
D	Supply 9Kg Portable Carbon dioxide fire extinguisher	NO	2		
	PIT LATRINE				
E	Excavate for pit latrine from ground level but not exceeding 1.5m deep	CM	6		

F	Ditto commencing from 1.5m deep but not exceeding 3.0m deep	CM	6	
G	Ditto commencing from 3.0m deep but not exceeding 4.5m deep	CM	6	
H	Ditto commencing from 4.5m deep but not exceeding 6.0m deep	CM	6	
H	Allow for keeping the whole of excavations free from all water	ITEM		
I	Allow for maintaining and upholding sides of excavations and keeping clear from all fallen materials.	ITEM		
J	Backfill selected material	CM	4	
K	Load and cart away excess material from site	CM	20	

CARRIED FORWARD

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
A	BROUGHT FORWARD				
A	150mm thick natural stone sub walling bedded and jointed in cement and sand mortar (1:3) with 20swg x 25mm wide hoop irons in alternate courses	SM	45		
B	Damp proof course				
B	3ply bituminous felt or other equal and approved 200mm wide horizontal	LM	12		
C	Steel mesh fabric reinforcement to B.S 4483 Mesh fabric reinforcement ref: A142 weighing 2.22 kgs per square meter	SM	6		
D	Vibrated reinforced concrete Class 20/20 (1:2:4) in: 150mm floor bed	SM	6		
	SUPER WALLING				
	Machine dressed stone walling and bedded and jointed in cement/ sand (1:3) mortar as described in:				

E	150mm thick walling reinforced with and including 20swq x 25mm wide and hoop iron in every alternate courses	SM	15		
P	Supply and fix G 28 prepainted boxed profile sheets roof cover nailed to timber purlins	SM	9		
F	75 x 50mm timber Trusses	LM	10		
G	50x 50mm purlins	LM	10		
Super Structure works					
H	Vibrated Reinforced insitu concrete class 20/20 (1:2:4) as described in:				
I	Ring beam	CM	0.5		
Flush doors					
J	900 x 2400mm high solid cored flush doors lined with mahogany veeneder both sides hardwood lipped all round with fanlight	NO	2		
CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
BROUGHT FORWARD					
A	Wrot mahogany to door frames and finishes 150 x 50mm door frame with three labours plugged to wall	LM	15		
Ironmongery as per 'union' catalogue or other equal and approved					
B	100mm pressed steel brass hinges	PRS	3		
C	2 Lever mortice lock ref 2295 complete with brass handles	NO	2		
D	12mm thick plastering(1:4)cement sand mortar to walls	SM	80		
Prepare and apply 3 coats of silk vinyl to: Plastered to:-					
E	Internal surfaces	SM	45		

F	External surfaces	SM	45		
G	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	10		
H	Ditto timber surfaces	SM	10		
BUILD WORKS CARRIED TO SUMMARY PAGE					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
A	PRIME COSTS (PC) & PROVISIONAL SUMS (PS)				
A	Provide a Provisional Sum of Kenya Shillings Twenty Five Thousand for obtaining County Government Permit	ITEM			
B	Provide a Provisional Sum of Kenya Shillings Two Hundred Thousand (200,000) for Contingencies	ITEM			
	Carried to Summary Page				

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	SUMMARY PAGE				
	Elements Brought Forward				
	General Preliminaries				
	Build works				
	Prime Costs & Provisional Sum				
	Sub Total				
	16% VAT				
	Total (To be transferred to Summary Table)				

6.2.13 MOYALE POST OFFICE

Item	Description	Kshs	Cts
A.	<p><u>GENERAL MATTERS</u></p> <p><u>SUFFICIENCY OF TENDER</u></p> <p>The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced 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 and maintenance of the works.</p>		
B.	<p><u>STAMP CHARGES</u></p> <p>The contractor shall allow for the payment of all stamp charges in connection with the surety bond.</p>		
C.	<p><u>DEFINITIONS AND ABBREVIATIONS</u></p> <p>Terms used in this Bills of Quantities shall be interpreted as follows:-</p> <p>Approved" Shall mean approved by the Architect</p> <p>As directed " Shall mean as directed by the Architect.</p> <p>B.S" Shall mean the current British Standard specification published</p>		

	by the British Standards Institution, 2 Park Street, London, W.I. England		
	CM Shall mean cubic Metres		
	SM shall mean Square Metres		
	LM Shall mean Linear metres		
	mm Shall mean Millimetres		
	KG Shall mean Kilogrammes		
	No Shall mean numbers		
D.	<u>FIGURED DIMENSIONS</u>		
	Figured dimensions are to be followed in preference to dimensions scaled from the drawings; but whenever possible dimensions are to be taken on the site or from the Buildings. Before any work is commenced by sub-contractors or specialists firms, dimensions must be checked on the site and/or buildings and agreed with the contractor, irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.		
	Carried to collection Kshs		

Item	Description	X.	Kshs	Cts
A.	<u>GENERAL MATTERS (CONTD)</u> <u>PROVISIONAL WORK</u> All “provisional” and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measurement, the Contractor shall give notice to the Quantity Surveyor. If the contractor makes default in this respect he shall if the Architect so directs, Uncover the work at his own expense to enable the measurements be taken.			
B.	<u>PLANT, TOOLS AND SCAFFOLDING</u>			

The contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the works and shall remove same on completion.

The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works, including sub-contract works, provide special scaffolding as and when required during the Works and remove on completion and make good.

Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guard-rails to approval.

All such plant, tools and scaffolding shall comply with all regulations whether general or local, in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.

Scaffolding is not measured hereinafter and the Contractor must allow here or in his rates for the above if applicable.

C. HOARDING

The contractor shall enclose the site with hording with opening and gate as required.

The hording shall be 2500mm high constructed with timber to approval and covered with galvanised iron corrugated sheets painted to approval

D. PROGRESS CHART

The contractor shall upon receiving instructions to proceed with the work, draw up a time and progress schedule setting out the order in which the works are to be carried out with the appropriate dates thereof. This time and progress schedule is to be agreed with the architect and no deviations from the order set out in this schedule will be permitted without the written consent of the architect. The main contractor will be responsible for arranging the above programme with all sub-contractors including the nominated sub-contractors and nominated suppliers.

Carried to collection Kshs

Item	Description	Y. Kshs	Cts
A.	<u>EXISTING SERVICES</u> Prior to commencement of any work, the contractor is to ascertain from the relevant authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant authority and shall be made good to their satisfaction at the Contractor's expenses.		
B.	<u>TRANSPORT TO AND FROM THE SITE</u>		

The Contractor shall include in his prices for the transport of materials, workmen, etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the Authorities.

C. PUBLIC AND PRIVATE ROADS, PAVEMENTS ETC

The Contractor will be required to make good, at his own expense, any damage he may cause to the present road surfaces and pavements within or beyond the boundary of the site, during the period of the Works. In particular, all existing trees, shrubs, plants, etc., which may be destroyed or damaged during the progress of the Works are to be made good by the Contractor to the approval of the Architect.

D. POLICE REGULATIONS

The contractor is to allow for complying with all instructions and regulations of the Police Authorities.

E. CONTRACTORS SUPERINTENDENCE

The contractor shall constantly keep on the Works a literate English speaking agent or representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. Such agent or representative shall receive on behalf of the contractor, directions and instructions from the Architect and such directions and instructions shall be deemed to have been given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Architect.

F. SIGN FOR MATERIALS SUPPLIED

The contractor will be required to sign for all materials supplied by the employer at the time of taking delivery thereof, as having received them in good order and condition and will thereafter be responsible for any loss or damage of materials which will be supplied by the employer at current market prices including Customs Duty, VAT and all government taxes all at the contractors own cost and expenses to the satisfaction of the employer.

Carried to collection Kshs.

Item	Description	Z.	Kshs	Cts
	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>CONTRACTORS SUPERINTENDENCE (CONT)</u></p> <p>It is to be a specific condition of this Contract that the successful tenderer shall provide on the site throughout the period up to the date for practical completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the drawings,</p>			

and shall ensure that upon any termination of employment, a suitable replacement is found.

Before the Tenderers offer is accepted the Architect will personally interview the Contractor's proposed representative. A curriculum vitae of past experience and qualifications must be provided for the Architect's scrutiny.

The Architect's decision will be final regarding the suitability of the proposed representative.

A. **WATER**

All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension.

The contractor shall provide at his own risk and cost all water for use in connection with the Works (including the work of sub-contractors). The contractor shall provide at his own expense all temporary distribution pipes, storage tanks, meters, etc., and he shall clear away same upon completion of the Works.

B. **LIGHTING AND POWER**

The contractor shall provide at his own risk and cost all artificial lighting and power for use on the works, including all sub-contractors and specialists requirements and including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.

C. **SAFETY**

The Contractor shall comply at all times with the requirements of the Factory Act (Cap 514) Building Construction Rules, Supplement 18, Legal Notice No. 40 dated 5th April, 1984 and ensure that the safety of his workpeople and authorized visitors to the site is protected at all times. In particular, there shall be proper provision of planked footways and guard-rails to scaffolding etc., protection against falling materials and tools and the site shall be kept tidy and clear of dangerous rubbish.

Carried to collection Kshs.

Item	Description	Kshs.	Cts
	<u>GENERAL MATTES (CONT'D)</u> <u>SAFETY (CONT'D)</u> The contractor shall appoint a Safety Officer as required by the Factory Act and notify the Factory Inspector of his name. The Safety officer shall be on site at all times and		

all directions given by the Architect to the Safety Officer shall be deemed to be Architect's Instructions, and shall be complied with promptly without additional cost to the contract. The Architect shall be empowered to suspend work on the Site should he consider these conditions are not being observed, and no claim arising from such a suspension will be allowed.

A. **PROTECTIVE CLOTHING**

The contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, overalls, etc., according to the type of work. The contractor shall ensure that safety helmets are worn by all staff on site at all times.

B. **MATERIALS AND WORKMANSHIP**
GENERALLY

All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.

All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standards Institution Specification current at the date of Tender. 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 such materials are on site when required for use in the works.

The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.

The works throughout shall be executed by skilled workmen well versed in their respective trades.

Carried to collection Kshs

Item	Description	Kshs	Cts
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A.	<p><u>MATERIALS AND WORKMANSHIP (CONT)</u></p> <p><u>REJECTED WORKMANSHIP OR MATERIALS</u></p> <p>Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must immediately be removed from the site and replaced at the Contractor's expenses, as required.</p>		
B.	<p><u>PROPRIETARY MATERIALS</u></p> <p>Where proprietary materials are specified herein-after the Contractor may propose the use of materials of other manufacture but equal quality for approval by the Architect.</p> <p>All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used or fixed strictly in accordance with their instructions.</p>		
C.	<p><u>CONCRETE TESTS</u></p> <p>Concrete test cubes, i.e. per set of three as later described, including testing fee, labour and materials, making moulds, transport and handling etc</p> <p>Successful tests only (Provisional) set of three No. 12 @ Kshs-----</p> <p>(Tenderer must insert rate and extend)</p>		
D.	<p><u>TEMPORARY WORKS</u></p> <p><u>OFFICE AND SHEDS</u></p> <p>The Contractor shall erect and maintain temporary office accommodation for his own use and ample temporary watertight sheds for the proper storage and protection of materials and for the use of artisans and remove when ordered. Floors of sheds shall be at least 150mm above ground level.</p>		
E.	<p><u>SANITATION</u></p> <p>The Contractor shall provide the necessary latrines for his staff and workmen to the requirements and satisfaction of the Health authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.</p>		
	Carried to collection Kshs		

Item	Description	Kshs	Cts
A.	<p><u>OFFICES AND SERVICES FOR THE ARCHITECT</u></p> <p>The contractor shall provide, erect and maintain where directed on the site, an approved weather and sun-proof lock-up office for the sole use of the Architect and his representatives with a total floor area of not less than 20 square metres. The office shall be constructed with stone, concrete or Timber and the walls and ceilings internally lined with soft board. Glazed windows of not less than 1.5 square metres and a stout door with lock and fastenings shall be provided and the office furnished with wooden stools, tables and chairs and drawing table along the full length of one side, complete with drawers of sufficient size to carry the drawings laid flat. The contractor shall also provide, erect and maintain a lock-up European type latrine for the sole use of the Architect and his representatives and to the satisfaction of the Local Authorities and shall provide the services of a sweeper, pay all charges and keep both office and latrine in a clean and sanitary condition during the whole period of the Works. The office and latrine shall be removed on completion. The contractor shall keep on site and maintain in good condition one dumpy or quickest level and levelling staff and one 30 metre steel tape for the use of the Architect and his representatives.</p>		
B.	<p><u>EXISTING AND ADJACENT PROPERTY</u></p> <p>The site is located within a busy shopping centre with operating business and the contractor will have been deemed to have visited the site to ascertain the working conditions; The contractor must take all necessary steps to safeguard existing and adjacent property, make good at his own expense any damage to persons or property caused thereon, and hold the Employer indemnified against any such claim arising. The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these Works. He must reinstate all damages at his own expenses and indemnify the Employer against any loss.</p> <p>The contractor must take such steps and exercise such care and diligence as to minimize nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property. In particular the contractor will be required to protect his works with dust proof material to prevent dust interfering with adjacent business.</p>		
C.	<p><u>WATCHING AND LIGHTING</u></p> <p>The contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, plant and materials against damage and theft.</p>		
D.	<p><u>SAMPLES</u></p> <p>The contractor shall furnish at the earliest possible opportunity at his own cost any samples of materials or workmanship that may be called for by the architect for his approval or rejection and any further samples in case of rejection, until such samples are approved. Such samples when approved shall be the minimum standard for the work to which they apply.</p>		
Carried to collection Kshs			

Item	Description	Kshs	Cts
A.	<p><u>TEMPORARY ROADS</u></p> <p>The contractor shall provide where directed all temporary access roads, tracks and paths necessary for the execution of the works, including making good when no longer required.</p>		
B.	<p><u>SIGNBOARD</u></p> <p>The main contractor shall apply and obtain permission from the City Council and prepare and fix on site a signboard and lettering on same for the display of the main contractor and Sub-contractors' names. Same shall be of an approved size with the Employers name printed thereon. The Architect's, Quantity Surveyors and other Consultants names shall be printed in 50mm letters all to the Architect's design and approval. The approval plan number and NEMA approval number shall be printed thereon. No other signboard or advertising will be permitted. The signboard shall be well maintained throughout the construction Period and removed upon completion of the works. The contractor shall pay for all the charges and expenses in connection with the above.</p> <p><u>NOMINATED SUB-CONTRACTORS AND SUPPLIERS</u> <u>(See also under FORM OF CONTRACT Clauses 31.0 and 32.0)</u></p>		
C.	<p><u>NOMINATED SUB-CONTRACTORS</u></p> <p>The contractor shall be responsible for Nominated Sub-Contractors in every respect and in particular it shall be the contractor's responsibility to ensure that each sub-contractor commences and completes the work in such manner and is ready on the Site with his materials, labour and special plant at such times so as to conform with the progress Schedule, as specified previously, and to ensure satisfactory progress.</p> <p>The contractor shall also accept liability for and bear the cost of General Attendance on Nominated Sub-contractors which shall be deemed to include for:-</p> <p>Allowing the use of standing scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant sub-contractors works are complete and removal of all scaffolding on completion. Providing space for office accommodation, and for storage of plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, and lighting, and clearing away all rubbish.</p> <p>The items for "General Attendance" given herein-after following Prime Cost sums in respect of sub-contractors work shall be deemed to include all the above.</p> <p>The contractor shall also accept liability for and bear the cost of Special Attendance on Nominated sub-contractors which shall include for one or more of the following:</p> <p>Unloading, storing, hoisting, and placing in position, providing power, provision of special scaffolding</p> <p>The items for "Special Attendance" given herein-after following Prime Cost sums shall include any one or more of the above items as set out in the particular reference.</p>		

	Cutting away for and making good after the work of sub-contractors as may be required will be measured and valued separately by the Quantity Surveyor		
	Carried to collection Kshs		
Item	Description	Kshs	Cts
A.	<p>NOMINATED SUPPLIERS The cost of “Fix Only” materials to be obtained from Nominated Suppliers which are covered by prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described.</p> <p>Before placing any orders with Nominated sub-Contractors or Nominated Suppliers the contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of contract and the Progress Schedule.</p>		
B.	<p>PRIME COST RATES</p> <p>Where descriptions of items include a Prime Cost rate per unit this rate is to cover the net supply cost of the unit only. The Contractor’s price must include for the cost of the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads.</p> <p>The actual net cost per unit will be adjusted within the Final Account against the prime Cost rate stated.</p>		
C.	<p>PROTECTION AND CLEANING</p> <p>PROTECTION</p> <p>The Contractor shall cover and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of sub-contractors, etc., to the satisfaction of the Architect until the completion of the Contract, and carefully preserve all trees or bushes on or near the site.</p> <p>CLEANING</p> <p>The Contractor shall, upon completion of the Works, at his own expense, remove and clear way all surplus excavated materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of temporary access roads, offices, shed, camps, etc. Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains. He shall also, at the discretion of the Architect, remove all rubbish and dirt as it accumulates. The Contractor is to find own dump and shall pay all charges in connection therewith.</p>		

	Carried to collection	Kshs		
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Item	Description	Kshs	Cts
A.	<p>TRAINING LEVY The Contractor's attention is drawn to Legal Notice 237 of October, 1971, which requires payment by the contractor of Training Levy on all contracts of more than Kshs 50,000/= in value and his Tender shall include for all cost arising or resulting thereof.</p>		
B	<p>STANDARD LEVY The Contractor's attention is drawn to Legal Notice No. 267 of 22nd June, 1990 which requires payment by the Contractor of Standard levy. His tender must include for all costs arising or resulting thereof</p>		
C	<p>VALUE ADDED TAX The Contractor shall comply with the VAT ACT Cap 476 Laws of Kenya which requires that Value Added Tax shall be charged on the value added in Provision of building services. The Contractor is advised that the pricing of their rates should be <u>Inclusive</u> of V.A.T. on inputs. The amount of V.A.T shall be assumed to be at the current statutory rate applicable at the time of tendering.</p>		
D	<p>NATIONAL CONSTRUCTION AUTHORITY The Contractor's attention is drawn to section 31 of the National Construction Authority Act which provides for imposition of the national construction levy payable to the Authority not exceeding 0.5% of the value of any contract whose value exceeds five million shillings. The tenderer should therefore take this into consideration when pricing this tender. His tender sum must therefore include for all costs arising or resulting thereof.</p>		
	Carried to collection Kshs		

Item	Description	Kshs	Cts
	<p><u>SITE ATTENDANCE</u></p> <p>Allow ...% for site office for contract attendance and profits for inspection and all necessary statutory bodies</p>		
	<p>Carried to collection</p>	Kshs	

	Section No. 1, Preliminaries, Carried to Main Summary Kshs.	
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ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	MOYALE POST OFFICE (ALL PROVISIONAL)				
	EXTERNAL WORKS CONSTRUCTION OF DOUBLE PIT LATRINE				
A	Excavate for pit latrine from ground level but not exceeding 1.5m deep	CM	6		
B	Ditto commencing from 1.5m deep but not exceeding 3.0m deep	CM	6		
C	Ditto commencing from 3.0m deep but not exceeding 4.5m deep	CM	6		
D	Ditto commencing from 4.5m deep but not exceeding 6.0m deep	CM	6		
E	Backfill selected material	CM	4		
F	Load and cart away excess material from site	CM	20		
G	150mm thick natural stone sub walling bedded and jointed in cement and sand mortar (1:3) with 20swg x 25mm wide hoop irons in alternate courses	SM	45		
	Damp proof course				
H	3ply bituminous felt or other equal and approved 200mm wide horizontal	LM	12		

I	Steel mesh fabric reinforcement to B.S 4483 Mesh fabric reinforcement ref: A142 weighing 2.22 kgs per square meter	SM	6		
J	Vibrated reinforced concrete Class 20/20(1:2:4) in: 150mm floor bed	SM	6		
K	SUPER WALLING Machine dressed stone walling and bedded and jointed in cement/ sand (1:3) mortar as described in: 150mm thick walling reinforced with and including 20swg x 25mm wide and hoop iron in every alternate courses	SM	15		
	CARRIED FORWARD				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
A	Supply and fix G 28 pre painted boxed profile sheets roof cover nailed to timber purlins	SM	9		
B	75 x 50mm timber Trusses	LM	15		
C	75x 50mm purlins	LM	12		
	Super Structure works Vibrated Reinforced insitu concrete class 20/20 (1:2:4) as described in:				
D	Ring beam	CM	0.5		
	Flush doors				
E	900 x 2400mm high solid cored flush doors lined with mahogany veeneder both sides hardwood lipped all round with fanlight	NO	2		
F	Wrot mahogany to door frames and finishes 150x50mm door frame with three labours plugged to wall	LM	15		
	Ironmongery as per 'union' catalogue or other equal and approved				
G	100mm pressed steel brass hinges	PRS	3		
H	2 Lever mortice lock ref 2295 complete with brass handles	NO	2		

I	12mm thick plastering(1:4)cement sand mortar to walls	SM	45		
Prepare and apply 3 coats of silk vinyl to plastered:-					
J	Internal surfaces	SM	30		
K	External surfaces	SM	30		
L	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	10		
M	Ditto timber surfaces	SM	10		
CARRIED FORWARD					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
BROUGHT FORWARD					
ROOFING WORKS					
A	Allow for repair of existing mangalore roofing clay tiles complete with replacing galvanised plain sheet covering	ITEM			
B	150 x 200mm box shaped galvanised pressed steel gutter gauge 28 fixed to timber fascia (m.s) with and including metal brackets	LM	60		
C	Extra Over for making 100mm diameter holes for downpipes in gutter	NO	4		
D	Ditto for stopped ends	NO	4		
E	Supply and installation 100mm PVC down pipes including of all sundries and accessories, e.g brackets, sandals, connectors e.t.c	LM	30		
F	Extra over but for swan neck	NO	6		
G	Ditto but for horse shoe	NO	6		
H	Prepare and apply approved primer to surfaces of gutter and downpipes	SM	18		
Fascia Board					
I	250mm x 25mm thick fascia board	LM	60		

J	Remove existing double timber and keep as directed				
K	Remove existing soft board ceiling boards and cart away as directed on site	ITEM			
L	Supply and fix 12mm soft board ceiling nailed to existing timber brandering	SM	60		
M	Prepare and apply three coats to soffits of ceiling	SM	60		
N	Cornice Supply and fix 150mm cornice to detail	LM	40		
CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
BROUGHT FORWARD					
APP APPLICATION					
A	Hack existing flat roof membrane and cart away arising debris	ITEM			
B	25mm screed to flat roof to required slope	SM	40		
C	Prepare, apply collar and fix APP membrane to make surface waterproof (measured net allow for the overlap)	SM	40		
SERVICE COUNTERS					
D	Service counters 4000mm long comprising of three cubicals; 200mm thick masonry wall 1000mm high plastered and painted on both sides including, 4000mm long x 1500mm high Aluminium frame partitions with glass panels 18mm x 450mm wide granite top with upper transaction lower recessed 20mm thick top blockboard anchored with vertical aluminium stands 1000mm high 20mm thick block board sides divisions, shelves with s.s skirting on block boards backing and 150mm mild steel finish 3No. 750mm x 450mm x 250mm deep drawers with knobs and locks at each component with all necessary ironmongery to client's approval and satisfaction	NO	1		
Aluminium Partition					

	Supply, assemble and fix powder coated Aluminium framed partition with opens left for Glazing (ms) and MDF boards including all necessary beadings and rubber as described in the following				
E	100mm x 76mm x 1.2mm thick natural anodized aluminium framing, base piece screwed at bottom and top, grooved to receive glazing (ms)	LM	35		
F	76mm x 44mm x 1.2mm thick natural anodized framing; horizontal grooved to approval at both top and bottom to receive glazing (ms)	LM	16		
CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	76mm x 44mm x 1.2mm thick natural anodized framing; vertical piece grooved to approval at both sides to receive glazing (ms)	LM	40		
B	27.5mm x 17.25mm x 1.5mm thick beading to receive boards (ms)	LM	65		
C	38mm x 38mm x 3.5mm thick angle section beading to glazing (ms)	LM	65		
D	18mm thick MDF boards laminated both sides to partitions	SM	18		
	Aluminium Door				
	Supply and fix Aluminium doors complete with frames stiles beadings with 6mm clear glass (ms) complete with aluminium door lock				
E	Size 900mm x 2400mm high	NO	3		
	GLAZING				
	Supply and fix the following approved quality glass including fixing and approved quality rubber and including all necessary fixing materials				
F	6mm thick approved pattern clear glass and glazing with approved quality rubber in panels over 0.1 to 0.5 square meters	SM	5		
G	Prepare and Spray paint both internal and external				

	surfaces of Private Letter Boxes with fast dry paint (QAD) Posta colours as directed by the client	SET	4	
H	Numbering of both Internally and externally sides of boxes with appropriate stencil as directed by the client on site	SET	4	
Flush Doors				
I	Solid core flush doors; Finished with scratch proof mahogany laminate; hardwood lipped on all edges and machine pressed to look like framed door; Complete with solid blocking for ironmongery: Size 900 x 2350mm high	NO	1	
	CARRIED FORWARD			
ITEM	DESCRIPTION	UNIT	QTY	RATE
	BROUGHT FORWARD			AMOUNT KSHS
	Steel Door Supply and fix double mild steel door complete with frames, stiles, rails and hinges 2mm thick lock plate with 3 lever metallic lock and one coat red oxide primer before fixing: Size 1500 x 2400mm	NO	1	
A	IRONMONGERY Supply and fix the following ironmongery with matching screws all as per specified catalogue			
B	3-lever Mortise lock ; 'LEB-270' complete with a pair of polished brass handles ref. LP 404	NO	4	
C	100mm Pressed steel stainless butt hinges EA. NT 831	PRS	5	
	PAINTING AND DECORATIONS Prepare and apply three coats clear gloss paint to:-			
D	General surfaces	SM	5	
	Prepare and apply 3 coats of silk vinyl to:-			
E	Internal surfaces	SM	260	
F	Rough cast external surfaces	SM	450	

G	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	45		
H	Ditto timber surfaces	SM	15		
I	Ramp Vibrated reinforced concrete Class 20/20(1:2:4) in: 150mm thick ramp to fall	SM	50		
J	900mm high balustrade comprising of 50mm diameter hand rail, 50mm diameter bottom rail 18mm square infill balusters spaced at 150mm centres	LM	30		
	CARRIED FORWARD				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Terrazzo Floor Finishes Allow for grinding and polishing existing terrazzo floor finish	SM	60		
B	Water tank Base Construct water tank base including excavation of base, including 200mm thick wall raised at 450mm above ground level. Size 2000mm diameter	NO	1		
C	Water tank Supply and install 5000 Litres capacity cylindrical water tank made of High quality, food-grade polyethylene and UV –stabilized complete with necessary back nut and overflow, tap and all necessary fittings	NO	1		
	ELECTRICAL INSTALLATION				
	Supply and fix the following electrical fittings				
D	4Ft LED Fitting complete with tube and all accessories	NO	10		
E	Double metallic Pole 13A Socket	NO	3		
F	Single metallic Pole15A Socket	NO	3		
G	2 GANG 2 WAY Switch	NO	2		

H	1 WAY Switch	NO	2		
I	Flex Cable	LM	5		
J	Single Core 1.5 sq.mm	LM	30		
FURNITURE					
Supply the following furniture to detail Supply rectangular office table made of engineered Wood with laminate finish 25mm thick with cable Management cut with plastic cover, with three no. drawers compete with drawer keys					
K	Size 1500mm long x 700mm high x 750mm width	NO	4		
CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
 BROUGHT FORWARD					
A	Counter stools made of mild steel or powder coated metal with seats cushioned with high density polyurethane foam	NO	2		
B	Office chairs made of mild steel or powder coated metal with seats and backrest cushioned with high density polyurethane foam	NO	4		
C	Office Steel cabinets made from galvanized steel sheets with four drawers size 132mm x 38mm x 71mm	NO	2		
D	Office Steel cabinets made from galvanized steel sheets with drawers Size 71mm x 38mm x 71mm	NO	1		
BRANDING					
E	Supply and fix backlight branding with POSTA LOGO Name of Office and Post Code Size 3000mm x 500mm	NO	1		
PORATABLE EXTINGUISHERS					
F	Supply 9Kg Portable Dry powder fire extinguisher	NO	2		
G	Supply 9Kg Portable Carbon dioxide fire extinguisher	NO	2		

H	NOTICE BOARD Supply and fix a modern Notice Board Size 1800mm x 1200mm	No.	1		
I	WALL CLOCK Supply and fix circular wall clock 300mm diameter	NO	2		
J	GATE Fabricate double grille gate comprising of 50mm x 25mm frame with 18mm RHS tubes spaced at 150mm centres vertically to detail (Size 4m wide by 2m high)	NO.	1		
	Carried to Summary Page				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
A	PRIME COSTS (PC) & PROVISIONAL SUMS (PS) Provide a Prime Cost of Kenya Shillings Twenty Five Thousand for obtaining relevant County Government permits	ITEM			
B	Provide a Provisional Sum of Kenya Shillings Two Hundred Thousand (Kshs.200,000) for Contingencies	ITEM			
	Carried to Summary Page				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	SUMMARY PAGE PRELIMINARIES BUILD UP WORKS PRIME COSTS & PROVISIONAL SUMS SUB - TOTAL AMOUNT				
	ADD 16% VAT				
	Total (To be transferred to Summary Table)				

6.2.14 MARALAL POST OFFICE

Item	Description	Kshs	Cts
A.	<p><u>GENERAL MATTERS</u></p> <p><u>SUFFICIENCY OF TENDER</u></p> <p>The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced 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 and maintenance of the works.</p> <p><u>STAMP CHARGES</u></p> <p>The contractor shall allow for the payment of all stamp charges in connection with the surety bond.</p> <p><u>DEFINITIONS AND ABBREVIATIONS</u></p> <p>Terms used in this Bills of Quantities shall be interpreted as follows:-</p> <p>Approved" Shall mean approved by the Architect</p> <p>As directed " Shall mean as directed by the Architect.</p> <p>B.S" Shall mean the current British Standard specification published by the British Standards Institution, 2 Park Street, London, W.I. England</p> <p>CM Shall mean cubic Metres</p> <p>SM shall mean Square Metres</p> <p>LM Shall mean Linear metres</p> <p>mm Shall mean Millimetres</p> <p>KG Shall mean Kilogrammes</p>		

D.	<p>No Shall mean numbers</p> <p><u>FIGURED DIMENSIONS</u></p> <p>Figured dimensions are to be followed in preference to dimensions scaled from the drawings; but whenever possible dimensions are to be taken on the site or from the Buildings. Before any work is commenced by sub-contractors or specialists firms, dimensions must be checked on the site and/or buildings and agreed with the contractor, irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.</p> <p>Carried to collection Kshs</p>		
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Item	Description	BB. Kshs	Cts
A.	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>PROVISIONAL WORK</u></p> <p>All “provisional” and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measurement, the Contractor shall give notice to the Quantity Surveyor. If the contractor makes default in this respect he shall if the Architect so directs, Uncover the work at his own expense to enable the measurements be taken.</p>		
B.	<u>PLANT, TOOLS AND SCAFFOLDING</u>		

The contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the works and shall remove same on completion.

The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works, including sub-contract works, provide special scaffolding as and when required during the Works and remove on completion and make good.

Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guard-rails to approval.

All such plant, tools and scaffolding shall comply with all regulations whether general or local, in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.

Scaffolding is not measured hereinafter and the Contractor must allow here or in his rates for the above if applicable.

C. HOARDING

The contractor shall enclose the site with hording with opening and gate as required.

The hording shall be 2500mm high constructed with timber to approval and covered with galvanised iron corrugated sheets painted to approval

D. PROGRESS CHART

The contractor shall upon receiving instructions to proceed with the work, draw up a time and progress schedule setting out the order in which the works are to be carried out with the appropriate dates thereof. This time and progress schedule is to be agreed with the architect and no deviations from the order set out in this schedule will be permitted without the written consent of the architect. The main contractor will be responsible for arranging the above programme with all sub-contractors including the nominated sub-contractors and nominated suppliers.

Carried to collection Kshs

Item	Description	CC. Kshs	Cts
A.	<u>EXISTING SERVICES</u> Prior to commencement of any work, the contractor is to ascertain from the relevant authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant authority and shall be made good to their satisfaction at the Contractor's expenses.		
B.	<u>TRANSPORT TO AND FROM THE SITE</u>		

The Contractor shall include in his prices for the transport of materials, workmen, etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the Authorities.

C. PUBLIC AND PRIVATE ROADS, PAVEMENTS ETC

The Contractor will be required to make good, at his own expense, any damage he may cause to the present road surfaces and pavements within or beyond the boundary of the site, during the period of the Works. In particular, all existing trees, shrubs, plants, etc., which may be destroyed or damaged during the progress of the Works are to be made good by the Contractor to the approval of the Architect.

D. POLICE REGULATIONS

The contractor is to allow for complying with all instructions and regulations of the Police Authorities.

E. CONTRACTORS SUPERINTENDENCE

The contractor shall constantly keep on the Works a literate English speaking agent or representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. Such agent or representative shall receive on behalf of the contractor, directions and instructions from the Architect and such directions and instructions shall be deemed to have been given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Architect.

F. SIGN FOR MATERIALS SUPPLIED

The contractor will be required to sign for all materials supplied by the employer at the time of taking delivery thereof, as having received them in good order and condition and will thereafter be responsible for any loss or damage of materials which will be supplied by the employer at current market prices including Customs Duty, VAT and all government taxes all at the contractors own cost and expenses to the satisfaction of the employer.

Carried to collection Kshs.

Item	Description	DD. Kshs	Cts
	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>CONTRACTORS SUPERINTENDENCE (CONT)</u></p> <p>It is to be a specific condition of this Contract that the successful tenderer shall provide on the site throughout the period up to the date for practical completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the drawings,</p>		

and shall ensure that upon any termination of employment, a suitable replacement is found.

Before the Tenderers offer is accepted the Architect will personally interview the Contractor's proposed representative. A curriculum vitae of past experience and qualifications must be provided for the Architect's scrutiny.

The Architect's decision will be final regarding the suitability of the proposed representative.

A. **WATER**

All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension.

The contractor shall provide at his own risk and cost all water for use in connection with the Works (including the work of sub-contractors). The contractor shall provide at his own expense all temporary distribution pipes, storage tanks, meters, etc., and he shall clear away same upon completion of the Works.

B. **LIGHTING AND POWER**

The contractor shall provide at his own risk and cost all artificial lighting and power for use on the works, including all sub-contractors and specialists requirements and including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.

C. **SAFETY**

The Contractor shall comply at all times with the requirements of the Factory Act (Cap 514) Building Construction Rules, Supplement 18, Legal Notice No. 40 dated 5th April, 1984 and ensure that the safety of his workpeople and authorized visitors to the site is protected at all times. In particular, there shall be proper provision of planked footways and guard-rails to scaffolding etc., protection against falling materials and tools and the site shall be kept tidy and clear of dangerous rubbish.

Carried to collection Kshs.

Item	Description	Kshs.	Cts
	<u>GENERAL MATTES (CONT'D)</u> <u>SAFETY (CONT'D)</u> The contractor shall appoint a Safety Officer as required by the Factory Act and notify the Factory Inspector of his name. The Safety officer shall be on site at all times and		

all directions given by the Architect to the Safety Officer shall be deemed to be Architect's Instructions, and shall be complied with promptly without additional cost to the contract. The Architect shall be empowered to suspend work on the Site should he consider these conditions are not being observed, and no claim arising from such a suspension will be allowed.

A. **PROTECTIVE CLOTHING**

The contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, overalls, etc., according to the type of work. The contractor shall ensure that safety helmets are worn by all staff on site at all times.

B. **MATERIALS AND WORKMANSHIP**
GENERALLY

All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.

All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standards Institution Specification current at the date of Tender. 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 such materials are on site when required for use in the works.

The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.

The works throughout shall be executed by skilled workmen well versed in their respective trades.

Carried to collection Kshs

Item	Description	Kshs	Cts
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A.	<p><u>MATERIALS AND WORKMANSHIP (CONT)</u></p> <p><u>REJECTED WORKMANSHIP OR MATERIALS</u></p> <p>Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must immediately be removed from the site and replaced at the Contractor's expenses, as required.</p>		
B.	<p><u>PROPRIETARY MATERIALS</u></p> <p>Where proprietary materials are specified herein-after the Contractor may propose the use of materials of other manufacture but equal quality for approval by the Architect.</p> <p>All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used or fixed strictly in accordance with their instructions.</p>		
C.	<p><u>CONCRETE TESTS</u></p> <p>Concrete test cubes, i.e. per set of three as later described, including testing fee, labour and materials, making moulds, transport and handling etc</p> <p>Successful tests only (Provisional) set of three No. 12 @ Kshs-----</p> <p>(Tenderer must insert rate and extend)</p> <p><u>TEMPORARY WORKS</u></p>		
D.	<p><u>OFFICE AND SHEDS</u></p> <p>The Contractor shall erect and maintain temporary office accommodation for his own use and ample temporary watertight sheds for the proper storage and protection of materials and for the use of artisans and remove when ordered. Floors of sheds shall be at least 150mm above ground level.</p>		
E.	<p><u>SANITATION</u></p> <p>The Contractor shall provide the necessary latrines for his staff and workmen to the requirements and satisfaction of the Health authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.</p>		
	Carried to collection Kshs		

Item	Description	Kshs	Cts
A.	<p><u>OFFICES AND SERVICES FOR THE ARCHITECT</u></p> <p>The contractor shall provide, erect and maintain where directed on the site, an approved weather and sun-proof lock-up office for the sole use of the Architect and his representatives with a total floor area of not less than 20 square metres. The office shall be constructed with stone, concrete or Timber and the walls and ceilings internally lined with soft board. Glazed windows of not less than 1.5 square metres and a stout door with lock and fastenings shall be provided and the office furnished with wooden stools, tables and chairs and drawing table along the full length of one side, complete with drawers of sufficient size to carry the drawings laid flat. The contractor shall also provide, erect and maintain a lock-up European type latrine for the sole use of the Architect and his representatives and to the satisfaction of the Local Authorities and shall provide the services of a sweeper, pay all charges and keep both office and latrine in a clean and sanitary condition during the whole period of the Works. The office and latrine shall be removed on completion. The contractor shall keep on site and maintain in good condition one dumpy or quickest level and levelling staff and one 30 metre steel tape for the use of the Architect and his representatives.</p>		
B.	<p><u>EXISTING AND ADJACENT PROPERTY</u></p> <p>The site is located within a busy shopping centre with operating business and the contractor will have been deemed to have visited the site to ascertain the working conditions; The contractor must take all necessary steps to safeguard existing and adjacent property, make good at his own expense any damage to persons or property caused thereon, and hold the Employer indemnified against any such claim arising. The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these Works. He must reinstate all damages at his own expenses and indemnify the Employer against any loss.</p> <p>The contractor must take such steps and exercise such care and diligence as to minimize nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property. In particular the contractor will be required to protect his works with dust proof material to prevent dust interfering with adjacent business.</p>		
C.	<p><u>WATCHING AND LIGHTING</u></p> <p>The contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, plant and materials against damage and theft.</p>		
D.	<p><u>SAMPLES</u></p> <p>The contractor shall furnish at the earliest possible opportunity at his own cost any samples of materials or workmanship that may be called for by the architect for his approval or rejection and any further samples in case of rejection, until such samples are approved. Such samples when approved shall be the minimum standard for the work to which they apply.</p>		
Carried to collection Kshs			

Item	Description	Kshs	Cts
A.	<p><u>TEMPORARY ROADS</u></p> <p>The contractor shall provide where directed all temporary access roads, tracks and paths necessary for the execution of the works, including making good when no longer required.</p>		
B.	<p><u>SIGNBOARD</u></p> <p>The main contractor shall apply and obtain permission from the City Council and prepare and fix on site a signboard and lettering on same for the display of the main contractor and Sub-contractors' names. Same shall be of an approved size with the Employers name printed thereon. The Architect's, Quantity Surveyors and other Consultants names shall be printed in 50mm letters all to the Architect's design and approval. The approval plan number and NEMA approval number shall be printed thereon. No other signboard or advertising will be permitted. The signboard shall be well maintained throughout the construction Period and removed upon completion of the works. The contractor shall pay for all the charges and expenses in connection with the above.</p> <p><u>NOMINATED SUB-CONTRACTORS AND SUPPLIERS</u> <u>(See also under FORM OF CONTRACT Clauses 31.0 and 32.0)</u></p>		
C.	<p><u>NOMINATED SUB-CONTRACTORS</u></p> <p>The contractor shall be responsible for Nominated Sub-Contractors in every respect and in particular it shall be the contractor's responsibility to ensure that each sub-contractor commences and completes the work in such manner and is ready on the Site with his materials, labour and special plant at such times so as to conform with the progress Schedule, as specified previously, and to ensure satisfactory progress.</p> <p>The contractor shall also accept liability for and bear the cost of General Attendance on Nominated Sub-contractors which shall be deemed to include for:-</p> <p>Allowing the use of standing scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant sub-contractors works are complete and removal of all scaffolding on completion. Providing space for office accommodation, and for storage of plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, and lighting, and clearing away all rubbish.</p> <p>The items for "General Attendance" given herein-after following Prime Cost sums in respect of sub-contractors work shall be deemed to include all the above.</p> <p>The contractor shall also accept liability for and bear the cost of Special Attendance on Nominated sub-contractors which shall include for one or more of the following:</p> <p>Unloading, storing, hoisting, and placing in position, providing power, provision of special scaffolding</p> <p>The items for "Special Attendance" given herein-after following Prime Cost sums shall include any one or more of the above items as set out in the particular reference.</p>		

	Cutting away for and making good after the work of sub-contractors as may be required will be measured and valued separately by the Quantity Surveyor		
	Carried to collection Kshs		
Item	Description	Kshs	Cts
A.	<p>NOMINATED SUPPLIERS The cost of “Fix Only” materials to be obtained from Nominated Suppliers which are covered by prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described. Before placing any orders with Nominated sub-Contractors or Nominated Suppliers the contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of contract and the Progress Schedule.</p>		
B.	<p>PRIME COST RATES Where descriptions of items include a Prime Cost rate per unit this rate is to cover the net supply cost of the unit only. The Contractor’s price must include for the cost of the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads. The actual net cost per unit will be adjusted within the Final Account against the prime Cost rate stated.</p>		
C.	<p>PROTECTION AND CLEANING PROTECTION The Contractor shall cover and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of sub-contractors, etc., to the satisfaction of the Architect until the completion of the Contract, and carefully preserve all trees or bushes on or near the site.</p> <p>CLEANING The Contractor shall, upon completion of the Works, at his own expense, remove and clear way all surplus excavated materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of temporary access roads, offices, shed, camps, etc. Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains. He shall also, at the discretion of the Architect, remove all rubbish and dirt as it accumulates. The Contractor is to find own dump and shall pay all charges in connection therewith.</p>		

	Carried to collection	Kshs		
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Item	Description	Kshs	Cts
A.	<p>TRAINING LEVY The Contractor's attention is drawn to Legal Notice 237 of October, 1971, which requires payment by the contractor of Training Levy on all contracts of more than Kshs 50,000/= in value and his Tender shall include for all cost arising or resulting thereof.</p>		
B	<p>STANDARD LEVY The Contractor's attention is drawn to Legal Notice No. 267 of 22nd June, 1990 which requires payment by the Contractor of Standard levy. His tender must include for all costs arising or resulting thereof</p>		
C	<p>VALUE ADDED TAX The Contractor shall comply with the VAT ACT Cap 476 Laws of Kenya which requires that Value Added Tax shall be charged on the value added in Provision of building services. The Contractor is advised that the pricing of their rates should be <u>Inclusive</u> of V.A.T. on inputs. The amount of V.A.T shall be assumed to be at the current statutory rate applicable at the time of tendering.</p>		
D	<p>NATIONAL CONSTRUCTION AUTHORITY The Contractor's attention is drawn to section 31 of the National Construction Authority Act which provides for imposition of the national construction levy payable to the Authority not exceeding 0.5% of the value of any contract whose value exceeds five million shillings. The tenderer should therefore take this into consideration when pricing this tender. His tender sum must therefore include for all costs arising or resulting thereof.</p>		
	Carried to collection Kshs		

Item	Description	Kshs	Cts
	<p><u>SITE ATTENDANCE</u></p> <p>Allow ...% for site office for contract attendance and profits for inspection and all necessary statutory bodies</p>		
	<p>Carried to collection</p>	Kshs	

Section No. 1, Preliminaries, Carried to Main Summary Kshs.

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
A	ELEMENT NO. 1 SUB-STRUCTURE WORKS “ALL PROVISIONAL” Carefully remove existing Asbestos roof cover and dispose in accordance to NEMA guidelines and regulations Supply and Fix the following four (4) metres above ground level	SM	280		
B	Supply and fix Gauge 28 Box Profile colour blue laid with a minimum of 200mm on slope and 100mm minimum in end lap. Iron sheets are nailed on the timber purlins (ms) with help of steel nails (measured net allow for the overlap)	SM	280		
C	Ditto Ridge caps	LM	35		
D	Ditto valleys	LM	20		
APP APPLICATION					
E	Hack existing flat roof membrane and cart away arising debris	ITEM			
F	25mm screed to flat roof to required slope	SM	90		
G	Prepare, apply collar and fix APP membrane to make surface waterproof (measured net allow for the overlap)	SM	90		

	The following trusses to be hoisted between 4.0m and 8.0m high above ground level (Provisional) Pressure impregnated sawn Cypress				
H	100mm x 50mm Rafters	LM	100		
I	50mm x 50mm purlins	LM	280		
J	250mm x 25mm fascia and verge boards	LM	50		
K	150 x 200 mm wide box shaped galvanized pressed steel gutter gauge 16 well supported and placed with a slope and a down pipe placed at the end to transfer water to the ground. CARRIED FORWARD	LM	70		
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Extra Over for making 75mm diameter holes for downpipes in gutter	NO	6		
B	Ditto for stopped ends	NO	6		
D	Extra Over for making 75mm diameter holes for downpipes in gutter	NO	8		
C	Allow for hacking wall to get way through for down pipe connections.	ITEM			
D	Supply and installation 150mm PVC down pipes including of all sundries/accessories, e.g brackets, sandals, connectors etc	LM	40		
E	Supply and fix 150mm bends	NO	8		
	Ceiling				
F	Supply and fix 12mm soft board ceiling nailed to existing timber brandering	SM	10		
G	Prepare and apply three coats to soffits of ceiling boards	SM	140		
	SERVICE COUNTERS				
H	Service counters 6000mm long comprising of four cubicals; 200mm thick masonry wall 1000mm high plastered and painted on both sides including,				

	6000mm long x 1500mm high Aluminium frame partitions with glass panels 18mm x 450mm wide granite top with upper transaction lower recessed 20mm thick top block board anchored with vertical aluminium stands 1000mm high 20mm thick block board sides divisions, shelves with s.s skirting on block boards backing and 150mm mild steel finish 3No. 750mm x 450mm x 250mm deep drawers with knobs and locks at each component with all necessary ironmongery to client's approval and satisfaction	NO	1		
CARRIED FORWARD					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
	Aluminium Partition				
	Supply, assemble and fix powder coated Aluminium framed partition with opens left for Glazing (ms) and MDF boards including all necessary beadings and rubber as described in the following				
A	100mm x 76mm x 1.2mm thick natural anodized aluminium framing, base piece screwed at bottom and top, grooved to receive glazing (ms)	LM	50		
B	76mm x 44mm x 1.2mm thick natural anodized framing; horizontal grooved to approval at both top and bottom to receive glazing (ms)	LM	12		
C	76mm x 44mm x 1.2mm thick natural anodized framing; vertical piece grooved to approval at both sides to receive glazing (ms)	LM	40		
D	Aluminium beadings 43mm x 20mm x 1.6mm thick beading member riveted to aluminium hollow section frames to receive glass (ms)	LM	75		
E	27.5mm x 17.25mm x 1.5mm thick beading to receive boards (ms)	LM	75		

F	38mm x 38mm x 3.5mm thick angle section beading to glazing (ms)	LM	75		
G	18mm thick MDF boards laminated both sides to partitions	SM	18		
	Aluminium Door Supply and fix Aluminium doors complete with frames stiles beadings with 6mm clear glass (ms) complete with aluminium door lock				
D	Size 900mm x 2400mm high	NO	5		
CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD GLAZING Supply and fix the following approved quality glass including fixing and approved quality rubber and including all necessary fixing materials				
A	6mm thick approved pattern clear glass and glazing with approved quality rubber in panels over 0.1 to 0.5 square meters	SM	20		
	IRONMONGERY Supply and fix the following ironmongery with matching screws all as per specified catalogue;				
B	3-lever Mortise lock ; 'LEB-270' complete with a pair of polished brass handles	NO	6		
C	Double cylinder deadlock	NO	1		
D	Supply and fix in position louver frames of 8 no. louvers	PRS	10		
E	Allow for major repair cracks to wall and soffits of suspended slab	ITEM			
F	Repair existing main Gate	ITEM			

	PORTABLE FIRE EXTINGUISHERS				
G	Supply 9Kg Portable Dry powder fire extinguisher	NO	2		
H	Supply 9Kg Portable Carbon dioxide fire extinguisher	NO	2		
	Prepare and apply 3 coats of silk vinyl to plastered surfaces:-				
I	Internal surfaces	SM	398		
J	External surfaces	SM	285		
K	Ditto to soffits of suspended slab	SM	120		
	CARRIED FORWARD				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	70		
B	Apply hydrochloric acid to clean existing terrazzo surfaces and apply polish	SM	190		
	ELECTRICAL INSTALLATION				
	Supply and fix the following electrical fittings				
C	4Ft LED Fitting complete with tube and all accessories	NO	10		
D	Double metallic Pole 13A Socket	NO	4		
E	Single metallic Pole15A Socket	NO	5		
F	2 GANG 2 WAY Switch	NO	1		
G	1 WAY Switch	NO	5		
H	Single Core 2.5 sq.mm	LM	60		
	FURNITURE				
	Supply the following furniture to detail				
I	Supply rectangular office table made of engineered Wood with laminate finish 25mm thick with cable				

	Management cut with plastic cover, with three no. drawers compete with drawer keys Size 1500mm long x 700mm high x 750mm width	NO	3		
J	Counter stools made of mild steel or powder coated metal with seats cushioned with high density polyurethane foam	NO	4		
K	Office chairs made of mild steel or powder coated metal with seats and backrest cushioned with high density polyurethane foam	NO	5		
L	Office Steel cabinets made from galvanized steel sheets with four drawers Size 132mm x 38mm x 71mm	NO	2		
CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
BROUGHT FORWARD					
A	Ditto size 71mm x 38mm x 71mm	NO	2		
BRANDING					
B	Supply and fix backlight branding with POSTA LOGO Name of Office and Post Code Size 3000mm x 500mm	NO	1		
WALL CLOCK					
C	Supply and fix circular wall clock 300mm diameter	No.	2		
NOTICE BOARD					
D	Supply and fix a modern Notice Board Size 1800mm x 1200mm	No.	1		
Water tank Base					
E	Construct water tank base including excavation of base, including 200mm thick wall raised at 450mm above ground level. Size 2000mm diameter	NO	1		
Water tank					
F	Supply and install 5000 Litres capacity cylindrical water tank made of High quality, food-grade polyethylene and UV -stabilized				

G	complete with necessary back nut and overflow, tap and all necessary fittings	NO	1		
G	150mm high 6mm thick louver glasses 750mm long	NO	20		
H	Prepare and Spray paint both internal and external surfaces of Private Letter Boxes with fast dry paint (QAD) Posta colours as directed by the client	SET	5		
I	Numbering of both Internally and externally sides of boxes with appropriate stencil as directed by the client on site	SET	5		
BUILD UP WORKS CARRIED TO SUMMARY					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
A	PRIME COSTS (PC) & PROVISIONAL SUMS (PS)				
A	Provide a Provisional Sum of Kenya Shillings Twenty Five Thousand for obtaining County Government Permit	ITEM			
B	Provide a Provisional Sum of Kenya Shillings Two Hundred Thousand (200,000) for Contingencies	ITEM			
	Carried to Summary Page				

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	<p>SUMMARY PAGE</p> <p>Elements Brought Forward</p> <p>General Preliminaries</p> <p>Build Up Works Brought Forward</p> <p>Prime Costs & Provisional Sums</p> <p>Sub Total</p> <p>16% VAT</p>				

Total (To be transferred to Summary Table)				

6.2.15 DOL DOL POST OFFICE

Item	Description	Kshs	Cts
A.	<p><u>GENERAL MATTERS</u></p> <p><u>SUFFICIENCY OF TENDER</u></p> <p>The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced 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 and maintenance of the works.</p>		
B.	<p><u>STAMP CHARGES</u></p> <p>The contractor shall allow for the payment of all stamp charges in connection with the surety bond.</p>		
C.	<p><u>DEFINITIONS AND ABBREVIATIONS</u></p> <p>Terms used in this Bills of Quantities shall be interpreted as follows:-</p> <p>Approved" Shall mean approved by the Architect</p> <p>As directed " Shall mean as directed by the Architect.</p> <p>B.S" Shall mean the current British Standard specification published by the British Standards Institution, 2 Park Street, London, W.I. England</p> <p>CM Shall mean cubic Metres</p> <p>SM shall mean Square Metres</p> <p>LM Shall mean Linear metres</p> <p>mm Shall mean Millimetres</p> <p>KG Shall mean Kilogrammes</p>		

D.	<p>No Shall mean numbers</p> <p><u>FIGURED DIMENSIONS</u></p> <p>Figured dimensions are to be followed in preference to dimensions scaled from the drawings; but whenever possible dimensions are to be taken on the site or from the Buildings. Before any work is commenced by sub-contractors or specialists firms, dimensions must be checked on the site and/or buildings and agreed with the contractor, irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.</p> <p>Carried to collection Kshs</p>	
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Item	Description	FF. Kshs	Cts
A.	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>PROVISIONAL WORK</u></p> <p>All “provisional” and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measurement, the Contractor shall give notice to the Quantity Surveyor. If the contractor makes default in this respect he shall if the Architect so directs, Uncover the work at his own expense to enable the measurements be taken.</p>		
B.	<p><u>PLANT, TOOLS AND SCAFFOLDING</u></p>		

The contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the works and shall remove same on completion.

The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works, including sub-contract works, provide special scaffolding as and when required during the Works and remove on completion and make good.

Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guard-rails to approval.

All such plant, tools and scaffolding shall comply with all regulations whether general or local, in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.

Scaffolding is not measured hereinafter and the Contractor must allow here or in his rates for the above if applicable.

C. HOARDING

The contractor shall enclose the site with hording with opening and gate as required.

The hording shall be 2500mm high constructed with timber to approval and covered with galvanised iron corrugated sheets painted to approval

D. PROGRESS CHART

The contractor shall upon receiving instructions to proceed with the work, draw up a time and progress schedule setting out the order in which the works are to be carried out with the appropriate dates thereof. This time and progress schedule is to be agreed with the architect and no deviations from the order set out in this schedule will be permitted without the written consent of the architect. The main contractor will be responsible for arranging the above programme with all sub-contractors including the nominated sub-contractors and nominated suppliers.

Carried to collection Kshs

Item	Description	GG. Kshs	Cts
A.	<u>EXISTING SERVICES</u> Prior to commencement of any work, the contractor is to ascertain from the relevant authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant authority and shall be made good to their satisfaction at the Contractor's expenses.		
B.	<u>TRANSPORT TO AND FROM THE SITE</u>		

The Contractor shall include in his prices for the transport of materials, workmen, etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the Authorities.

C. PUBLIC AND PRIVATE ROADS, PAVEMENTS ETC

The Contractor will be required to make good, at his own expense, any damage he may cause to the present road surfaces and pavements within or beyond the boundary of the site, during the period of the Works. In particular, all existing trees, shrubs, plants, etc., which may be destroyed or damaged during the progress of the Works are to be made good by the Contractor to the approval of the Architect.

D. POLICE REGULATIONS

The contractor is to allow for complying with all instructions and regulations of the Police Authorities.

E. CONTRACTORS SUPERINTENDENCE

The contractor shall constantly keep on the Works a literate English speaking agent or representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. Such agent or representative shall receive on behalf of the contractor, directions and instructions from the Architect and such directions and instructions shall be deemed to have been given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Architect.

F. SIGN FOR MATERIALS SUPPLIED

The contractor will be required to sign for all materials supplied by the employer at the time of taking delivery thereof, as having received them in good order and condition and will thereafter be responsible for any loss or damage of materials which will be supplied by the employer at current market prices including Customs Duty, VAT and all government taxes all at the contractors own cost and expenses to the satisfaction of the employer.

Carried to collection Kshs.

Item	Description	HH. Kshs	Cts
	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>CONTRACTORS SUPERINTENDENCE (CONT)</u></p> <p>It is to be a specific condition of this Contract that the successful tenderer shall provide on the site throughout the period up to the date for practical completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the drawings,</p>		

and shall ensure that upon any termination of employment, a suitable replacement is found.

Before the Tenderers offer is accepted the Architect will personally interview the Contractor's proposed representative. A curriculum vitae of past experience and qualifications must be provided for the Architect's scrutiny.

The Architect's decision will be final regarding the suitability of the proposed representative.

A. **WATER**

All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension.

The contractor shall provide at his own risk and cost all water for use in connection with the Works (including the work of sub-contractors). The contractor shall provide at his own expense all temporary distribution pipes, storage tanks, meters, etc., and he shall clear away same upon completion of the Works.

B. **LIGHTING AND POWER**

The contractor shall provide at his own risk and cost all artificial lighting and power for use on the works, including all sub-contractors and specialists requirements and including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.

C. **SAFETY**

The Contractor shall comply at all times with the requirements of the Factory Act (Cap 514) Building Construction Rules, Supplement 18, Legal Notice No. 40 dated 5th April, 1984 and ensure that the safety of his workpeople and authorized visitors to the site is protected at all times. In particular, there shall be proper provision of planked footways and guard-rails to scaffolding etc., protection against falling materials and tools and the site shall be kept tidy and clear of dangerous rubbish.

Carried to collection Kshs.

Item	Description	Kshs.	Cts
	<u>GENERAL MATTES (CONT'D)</u> <u>SAFETY (CONT'D)</u> The contractor shall appoint a Safety Officer as required by the Factory Act and notify the Factory Inspector of his name. The Safety officer shall be on site at all times and		

all directions given by the Architect to the Safety Officer shall be deemed to be Architect's Instructions, and shall be complied with promptly without additional cost to the contract. The Architect shall be empowered to suspend work on the Site should he consider these conditions are not being observed, and no claim arising from such a suspension will be allowed.

A. **PROTECTIVE CLOTHING**

The contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, overalls, etc., according to the type of work. The contractor shall ensure that safety helmets are worn by all staff on site at all times.

B. **MATERIALS AND WORKMANSHIP**
GENERALLY

All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.

All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standards Institution Specification current at the date of Tender. 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 such materials are on site when required for use in the works.

The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.

The works throughout shall be executed by skilled workmen well versed in their respective trades.

Carried to collection Kshs

Item	Description	Kshs	Cts
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A.	<p><u>MATERIALS AND WORKMANSHIP (CONT)</u></p> <p><u>REJECTED WORKMANSHIP OR MATERIALS</u></p> <p>Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must immediately be removed from the site and replaced at the Contractor's expenses, as required.</p>		
B.	<p><u>PROPRIETARY MATERIALS</u></p> <p>Where proprietary materials are specified herein-after the Contractor may propose the use of materials of other manufacture but equal quality for approval by the Architect.</p> <p>All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used or fixed strictly in accordance with their instructions.</p>		
C.	<p><u>CONCRETE TESTS</u></p> <p>Concrete test cubes, i.e. per set of three as later described, including testing fee, labour and materials, making moulds, transport and handling etc</p> <p>Successful tests only (Provisional) set of three No. 12 @ Kshs-----</p> <p>(Tenderer must insert rate and extend)</p> <p><u>TEMPORARY WORKS</u></p>		
D.	<p><u>OFFICE AND SHEDS</u></p> <p>The Contractor shall erect and maintain temporary office accommodation for his own use and ample temporary watertight sheds for the proper storage and protection of materials and for the use of artisans and remove when ordered. Floors of sheds shall be at least 150mm above ground level.</p>		
E.	<p><u>SANITATION</u></p> <p>The Contractor shall provide the necessary latrines for his staff and workmen to the requirements and satisfaction of the Health authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.</p>		
	<p>Carried to collection Kshs</p>		

Item	Description	Kshs	Cts
A.	<p><u>OFFICES AND SERVICES FOR THE ARCHITECT</u></p> <p>The contractor shall provide, erect and maintain where directed on the site, an approved weather and sun-proof lock-up office for the sole use of the Architect and his representatives with a total floor area of not less than 20 square metres. The office shall be constructed with stone, concrete or Timber and the walls and ceilings internally lined with soft board. Glazed windows of not less than 1.5 square metres and a stout door with lock and fastenings shall be provided and the office furnished with wooden stools, tables and chairs and drawing table along the full length of one side, complete with drawers of sufficient size to carry the drawings laid flat. The contractor shall also provide, erect and maintain a lock-up European type latrine for the sole use of the Architect and his representatives and to the satisfaction of the Local Authorities and shall provide the services of a sweeper, pay all charges and keep both office and latrine in a clean and sanitary condition during the whole period of the Works. The office and latrine shall be removed on completion. The contractor shall keep on site and maintain in good condition one dumpy or quickest level and levelling staff and one 30 metre steel tape for the use of the Architect and his representatives.</p>		
B.	<p><u>EXISTING AND ADJACENT PROPERTY</u></p> <p>The site is located within a busy shopping centre with operating business and the contractor will have been deemed to have visited the site to ascertain the working conditions; The contractor must take all necessary steps to safeguard existing and adjacent property, make good at his own expense any damage to persons or property caused thereon, and hold the Employer indemnified against any such claim arising. The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these Works. He must reinstate all damages at his own expenses and indemnify the Employer against any loss.</p> <p>The contractor must take such steps and exercise such care and diligence as to minimize nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property. In particular the contractor will be required to protect his works with dust proof material to prevent dust interfering with adjacent business.</p>		
C.	<p><u>WATCHING AND LIGHTING</u></p> <p>The contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, plant and materials against damage and theft.</p>		
D.	<p><u>SAMPLES</u></p> <p>The contractor shall furnish at the earliest possible opportunity at his own cost any samples of materials or workmanship that may be called for by the architect for his approval or rejection and any further samples in case of rejection, until such samples are approved. Such samples when approved shall be the minimum standard for the work to which they apply.</p>		
Carried to collection Kshs			

Item	Description	Kshs	Cts
A.	<p><u>TEMPORARY ROADS</u></p> <p>The contractor shall provide where directed all temporary access roads, tracks and paths necessary for the execution of the works, including making good when no longer required.</p>		
B.	<p><u>SIGNBOARD</u></p> <p>The main contractor shall apply and obtain permission from the City Council and prepare and fix on site a signboard and lettering on same for the display of the main contractor and Sub-contractors' names. Same shall be of an approved size with the Employers name printed thereon. The Architect's, Quantity Surveyors and other Consultants names shall be printed in 50mm letters all to the Architect's design and approval. The approval plan number and NEMA approval number shall be printed thereon. No other signboard or advertising will be permitted. The signboard shall be well maintained throughout the construction Period and removed upon completion of the works. The contractor shall pay for all the charges and expenses in connection with the above.</p> <p><u>NOMINATED SUB-CONTRACTORS AND SUPPLIERS</u> <u>(See also under FORM OF CONTRACT Clauses 31.0 and 32.0)</u></p>		
C.	<p><u>NOMINATED SUB-CONTRACTORS</u></p> <p>The contractor shall be responsible for Nominated Sub-Contractors in every respect and in particular it shall be the contractor's responsibility to ensure that each sub-contractor commences and completes the work in such manner and is ready on the Site with his materials, labour and special plant at such times so as to conform with the progress Schedule, as specified previously, and to ensure satisfactory progress.</p> <p>The contractor shall also accept liability for and bear the cost of General Attendance on Nominated Sub-contractors which shall be deemed to include for:-</p> <p>Allowing the use of standing scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant sub-contractors works are complete and removal of all scaffolding on completion. Providing space for office accommodation, and for storage of plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, and lighting, and clearing away all rubbish.</p> <p>The items for "General Attendance" given herein-after following Prime Cost sums in respect of sub-contractors work shall be deemed to include all the above.</p> <p>The contractor shall also accept liability for and bear the cost of Special Attendance on Nominated sub-contractors which shall include for one or more of the following:</p> <p>Unloading, storing, hoisting, and placing in position, providing power, provision of special scaffolding</p> <p>The items for "Special Attendance" given herein-after following Prime Cost sums shall include any one or more of the above items as set out in the particular reference.</p>		

	Cutting away for and making good after the work of sub-contractors as may be required will be measured and valued separately by the Quantity Surveyor		
	Carried to collection Kshs		
Item	Description	Kshs	Cts
A.	<p>NOMINATED SUPPLIERS The cost of “Fix Only” materials to be obtained from Nominated Suppliers which are covered by prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described.</p> <p>Before placing any orders with Nominated sub-Contractors or Nominated Suppliers the contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of contract and the Progress Schedule.</p>		
B.	<p>PRIME COST RATES</p> <p>Where descriptions of items include a Prime Cost rate per unit this rate is to cover the net supply cost of the unit only. The Contractor’s price must include for the cost of the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads.</p> <p>The actual net cost per unit will be adjusted within the Final Account against the prime Cost rate stated.</p>		
C.	<p>PROTECTION AND CLEANING</p> <p>PROTECTION</p> <p>The Contractor shall cover and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of sub-contractors, etc., to the satisfaction of the Architect until the completion of the Contract, and carefully preserve all trees or bushes on or near the site.</p> <p>CLEANING</p> <p>The Contractor shall, upon completion of the Works, at his own expense, remove and clear way all surplus excavated materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of temporary access roads, offices, shed, camps, etc. Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains. He shall also, at the discretion of the Architect, remove all rubbish and dirt as it accumulates. The Contractor is to find own dump and shall pay all charges in connection therewith.</p>		

	Carried to collection	Kshs		
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Item	Description	Kshs	Cts
A.	<p>TRAINING LEVY The Contractor's attention is drawn to Legal Notice 237 of October, 1971, which requires payment by the contractor of Training Levy on all contracts of more than Kshs 50,000/= in value and his Tender shall include for all cost arising or resulting thereof.</p>		
B	<p>STANDARD LEVY The Contractor's attention is drawn to Legal Notice No. 267 of 22nd June, 1990 which requires payment by the Contractor of Standard levy. His tender must include for all costs arising or resulting thereof</p>		
C	<p>VALUE ADDED TAX The Contractor shall comply with the VAT ACT Cap 476 Laws of Kenya which requires that Value Added Tax shall be charged on the value added in Provision of building services. The Contractor is advised that the pricing of their rates should be <u>Inclusive</u> of V.A.T. on inputs. The amount of V.A.T shall be assumed to be at the current statutory rate applicable at the time of tendering.</p>		
D	<p>NATIONAL CONSTRUCTION AUTHORITY The Contractor's attention is drawn to section 31 of the National Construction Authority Act which provides for imposition of the national construction levy payable to the Authority not exceeding 0.5% of the value of any contract whose value exceeds five million shillings. The tenderer should therefore take this into consideration when pricing this tender. His tender sum must therefore include for all costs arising or resulting thereof.</p>		
	Carried to collection Kshs		

Item	Description	Kshs	Cts
	<p><u>SITE ATTENDANCE</u></p> <p>Allow ...% for site office for contract attendance and profits for inspection and all necessary statutory bodies</p>		
	<p>Carried to collection</p>	Kshs	

I.	Item	Description	Kshs
		<u>COLLECTION</u>	
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Section No. 1, Preliminaries, Carried to Main Summary Kshs.

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	SUB-STRUCTURE WORKS “ALL PROVISIONAL” Supply and Fix the following Four (4) metres above ground level				
A	Carefully remove existing roof cover Supply and Fix the following four (4) metres above ground level	ITEM			
B	Supply and fix Gauge 28 Box Profile colour blue laid with a minimum of 200mm on slope and 100mm minimum in end lap. Iron sheets are nailed on the timber purlins (ms) with help of steel nails (measured net allow for the overlap)	SM	130		
C	Ditto Ridge caps The following trusses to be hoisted between 4.0m and 8.0m high above ground level (Provisional) Pressure impregnated sawn Cypress	LM	15		
D	100mm x 50mm Rafters	LM	75		
E	50mm x 50mm purlins	LM	110		
F	250mm x 25mm fascia and verge boards	LM	60		

G	150 x 200 mm wide box shaped galvanized pressed steel gutter gauge 16 well supported and placed with a slope and a down pipe placed at the end to transfer water to the ground.	LM	30		
H	Extra Over for making 75mm diameter holes for downpipes in gutter	NO	4		
I	Ditto for stopped ends	NO	4		
J	Extra Over for making 75mm diameter holes for downpipes in gutter	NO	4		
CARRIED FORWARD					

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
A	Supply and installation 150mm PVC down pipes including of all sundries/accessories, e.g brackets, sandals, connectors etc	LM	40		
B	Supply and fix 150mm bends	NO	4		
C	Ceiling Supply and fix 12mm soft board ceiling nailed to existing timber brandering	SM	98		
D	Prepare and apply three coats to soffits of ceiling boards	SM	98		
E	150mm thick machine cut gable walling bedded and jointed in cement and sand mortar (1:3) with 20swg x 25mm wide hoop irons in alternate courses	SM	25		
F	12mm thick plastering(1:4)cement sand mortar to walls	SM	25		
G	Ceiling Supply and fix 12mm soft board ceiling nailed to existing timber brandering	SM	98		
SERVICE COUNTERS					
H	Service counters 3000mm long comprising of				

	two cubicals; 200mm thick masonry wall 1000mm high plastered and painted on both sides including, 3000mm long x 1500mm high Aluminium frame partitions with glass panels 18mm x 450mm wide granite top with upper transaction lower recessed 20mm thick top blockboard anchored with vertical aluminium stands 1000mm high 20mm thick block board sides divisions, shelves with s.s skirting on block boards backing and 150mm mild steel finish 3No. 750mm x 450mm x 250mm deep drawers with knobs and locks at each component with all necessary ironmongery to client's approval and satisfaction	NO	1	
CARRIED FORWARD				

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
	Aluminium Partition				
	Supply, assemble and fix powder coated Aluminium framed partition with opens left for Glazing (ms) and MDF boards including all necessary beadings and rubber as described in the following				
A	100mm x 76mm x 1.2mm thick natural anodized aluminium framing, base piece screwed at bottom and top, grooved to receive glazing (ms)	LM	24		
B	76mm x 44mm x 1.2mm thick natural anodized framing; horizontal grooved to approval at both top and bottom to receive glazing (ms)	LM	12		
C	76mm x 44mm x 1.2mm thick natural anodized framing; vertical piece grooved to approval at both sides to receive glazing (ms)	LM	16		
D	Aluminium beadings				
D	43mm x 20mm x 1.6mm thick beading member riveted to aluminium hollow section frames to receive glass (ms)	LM	60		
E	27.5mm x 17.25mm x 1.5mm thick beading to receive boards (ms)	LM	60		

F	38mm x 38mm x 3.5mm thick angle section beading to glazing (ms)	LM	60		
G	18mm thick MDF boards laminated both sides to partitions	SM	15		
H	<p>Aluminium Door Supply and fix Aluminium doors complete with frames stiles beadings with 6mm clear glass (ms) complete with aluminium door lock Size 900mm x 2400mm high</p>	NO	3		
CARRIED FORWARD					
ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
	GLAZING Supply and fix the following approved quality glass including fixing and approved quality rubber and including all necessary fixing materials				
A	6mm thick approved pattern clear glass and glazing with approved quality rubber in panels over 0.1 to 0.5 square meters	SM	25		
	IRONMONGERY Supply and fix the following ironmongery with matching screws all as per specified catalogue;				
B	3-lever Mortise lock ; 'LEB-270' complete with a pair of polished brass handles	NO	3		
C	Allow for major repair cracks to wall and floor	ITEM			
	Prepare and apply 3 coats of silk vinyl to plastered surfaces:-				
D	External surfaces	SM	160		

E	Internal surfaces	SM	255		
F	Prepare and apply three coats to soffits of ceiling boards	SM	98		
G	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	20		
Floor Finishes					
H	Hack existing floor to receive 25mm screed (ms)	SM	98		
Floor screed					
I	25mm thick (1:4) cement sand backing to receive ceramic tiles	SM	98		
CARRIED FORWARD					
ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
	Supply and fix approved 8mm ceramic floor tiles fixed by specialist with and including cement mortar and grouting joints with approved epoxy based grout				
A	300 x 300 non slip ceramic floor tiles.	SM	98		
ELECTRICAL INSTALLATION					
	Supply and fix the following electrical fittings				
B	4Ft LED Fitting complete with tube and all accessories	NO	6		
C	Double metallic Pole 13A Socket	NO	4		
D	Single metallic Pole15A Socket	NO	5		
E	2 GANG 2 WAY Switch	NO	1		
F	1 WAY Switch	NO	3		
G	Single Core 2.5 sq.mm	LM	90		
H	300Watts Solar Panels	NO	4		
I	12Volts Hybrid Solar battery	NO	2		

J	Hybrid solar Inverter	NO	1		
K	POR TABLE EXTINGUISHERS Supply 9Kg Portable Dry powder fire extinguisher	NO	2		
L	Supply 9Kg Portable Carbon dioxide fire extinguisher	NO	2		
M	FURNITURE Supply the following furniture to detail Supply rectangular office table made of engineered Wood with laminate finish 25mm thick with cable Management cut with plastic cover, with three no. drawers compete with drawer keys Size 1500mm long x 700mm high x 750mm width CARRIED FORWARD	NO	2		
ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
A	Counter stools made of mild steel or powder coated metal with seats cushioned with high density polyurethane foam	NO	2		
B	Office chairs made of mild steel or powder coated metal with seats and backrest cushioned with high density polyurethane foam	NO	3		
C	Office Steel cabinets made from galvanized steel sheets with four drawers Size 132mm x 38mm x 71mm	NO	2		
D	Ditto size 71mm x 38mm x 71mm	NO	1		
	BRANDING				
E	Supply and fix backlight branding with POSTA Logo, Name of Office and Post Code Size 3000mm x 500mm				
	WALL CLOCK				
F	Supply and fix circular wall clock 300mm	NO	1		
	NOTICE BOARDS				
G	Supply and fix a modern Notice Board size 1800mm x 1200mm	NO	1		

H	Water tank Base Construct water tank base including excavation of base, including 200mm thick wall raised at 450mm above ground level. Size 2000mm diameter	NO	1		
I	Water tank Supply and install 5000 Litres capacity cylindrical water tank made of High quality, food-grade polyethylene and UV –stabilized complete with necessary back nut and overflow, tap and all necessary fittings	NO	1		
J	Prepare and Spray paint both internal and external surfaces of Private Letter Boxes with fast dry paint (QAD) Posta colours as directed by the client	SET	1		
CARRIED FORWARD					
ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
A	Numbering of both Internally and externally sides of boxes with appropriate stencil as directed by the client on site	SET	1		
	IRONMONGERY Supply and fix the following ironmongery with matching screws all as per specified catalogue;				
B	3-lever Mortise lock ; 'LEB-270' complete with a pair of polished brass handles ref. LP 404	NO	2		
C	100mm Pressed steel stainless butt hinges EA. NT 831	PRS	3		
D	Heavy duty Door closer Union catalogue No. 8747/194 with closing speed control latch action.	NO	2		
E	50mm thick sand to receive paving slabs	SM	90		
F	600mm x 600mm x 25mm thick Paving slabs	SM	90		
G	Supply and spread 3/4" ballast to parking area	SM	240		

	PIT LATRINE				
H	Excavate for pit latrine from ground level but not exceeding 1.5m deep	CM	6		
I	Ditto commencing from 1.5m deep but not exceeding 3.0m deep	CM	6		
J	Ditto commencing from 3.0m deep but not exceeding 4.5m deep	CM	6		
K	Ditto commencing from 4.5m deep but not exceeding 6.0m deep	CM	6		
L	Allow for keeping the whole of excavations free from all water	ITEM			
M	Allow for maintaining and upholding sides of excavations and keeping clear from all fallen materials.	ITEM			
N	Backfill selected material CARRIED FORWARD	CM	4		
ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
A	Load and cart away excess material from site	CM	20		
B	Mass concrete class 15/20(1:2:4) 250mm thick blinding concrete under strip footing	SM	2		
C	150mm thick natural stone sub walling bedded and jointed in cement and sand mortar (1:3) with 20swg x 25mm wide hoop irons in alternate courses	SM	45		
	Damp proof course				
D	3ply bituminous felt or other equal and approved 200mm wide horizontal	LM	12		
E	Steel mesh fabricreinforcement to B.S 4483 Mesh fabric reinforcement ref: A142 weighing 2.22 kgs per square meter	SM	6		
	Vibrated reinforced concrete Class 20/20(1:2:4) in:				
F	150mm floor bed	SM	6		
	SUPER WALLING				

	Machine dressed stone walling and bedded and jointed in cement/ sand (1:3) mortar as described in:				
G	150mm thick walling reinforced with and including 20swg x 25mm wide and hoop iron in every alternate courses	SM	15		
H	Supply and fix G 28 prepainted boxed profile sheets roof cover nailed to timber purlins	SM	9		
I	75 x 50mm timber Trusses	LM	10		
J	50x 50mm purlins	LM	10		
	Super Structure works Vibrated Reinforced insitu concrete class 20/20(1:2:4) as described in:				
K	Ring beam	CM	1		
	CARRIED FORWARD				
ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	BROUGHT FORWARD				
A	Flush doors 900 x 2400mm high solid cored flush doors lined with mahogany veneered both sides all hardwood lipped round with fanlight	NO	2		
B	Wrot mahogany to door frames and finishes 150x50mm door frame with three labours plugged to wall	LM	15		
C	Ironmongery as per 'union' catalogue or other equal and approved				
D	100mm pressed steel brass hinges	PRS	3		
E	2 Lever mortice lock ref 2295 complete with brass handles	NO	1		
F	12mm thick plastering(1:4)cement sand mortar to walls	SM	80		
	Prepare and apply 3 coats of silk vinyl to: Plastered to:-				

G	Internal surfaces	SM	45		
H	External surfaces	SM	45		
I	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	10		
J	Ditto timber surfaces	SM	10		

BUILD UP WORKS

ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	PRIME COSTS (PC) & PROVISIONAL SUMS (PS)				
A	Provide a Provisional Sum of Kenya Shillings Twenty Five Thousand for obtaining County Government Permit	ITEM			
B	Provide a Provisional Sum of Kenya Shillings Two Hundred Thousand (200,000) for Contingencies	ITEM			
	Carried to Summary Page				
ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	SUMMARY PAGE				
	Elements Brought Forward				
	General Preliminaries				
	Build Works				

Prime Costs & Provisional Sums				
Sub Total				
16% VAT				
Total (To be transferred to Summary Table)				

6.2.16 ISILO POST OFFICE

Item	Description	Kshs	Cts
A.	<p><u>GENERAL MATTERS</u></p> <p><u>SUFFICIENCY OF TENDER</u></p> <p>The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices stated in the priced 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 and maintenance of the works.</p>		
B.	<p><u>STAMP CHARGES</u></p> <p>The contractor shall allow for the payment of all stamp charges in connection with the surety bond.</p>		
C.	<p><u>DEFINITIONS AND ABBREVIATIONS</u></p> <p>Terms used in this Bills of Quantities shall be interpreted as follows:-</p> <p>Approved" Shall mean approved by the Architect</p> <p>As directed " Shall mean as directed by the Architect.</p> <p>B.S" Shall mean the current British Standard specification published by the British Standards Institution, 2 Park Street, London, W.I. England</p>		

	CM	Shall mean cubic Metres		
	SM	shall mean Square Metres		
	LM	Shall mean Linear metres		
	mm	Shall mean Millimetres		
	KG	Shall mean Kilogrammes		
	No	Shall mean numbers		
D.	<u>FIGURED DIMENSIONS</u>			
	<p>Figured dimensions are to be followed in preference to dimensions scaled from the drawings; but whenever possible dimensions are to be taken on the site or from the Buildings. Before any work is commenced by sub-contractors or specialists firms, dimensions must be checked on the site and/or buildings and agreed with the contractor, irrespective of the comparable dimensions shown on the drawings. The Contractor shall be responsible for the accuracy of such dimensions.</p>			
	Carried to collection Kshs			

Item	Description	II.	Kshs	Cts
A.	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>PROVISIONAL WORK</u></p> <p>All “provisional” and other work liable to adjustment under this Contract shall be left uncovered for a reasonable time to allow all measurements needed for such adjustment to be taken by the Quantity Surveyor. Immediately the work is ready for measurement, the Contractor shall give notice to the Quantity Surveyor. If the contractor makes default in this respect he shall if the Architect so directs, Uncover the work at his own expense to enable the measurements be taken.</p>			
B.	<u>PLANT, TOOLS AND SCAFFOLDING</u>			

The contractor shall provide all necessary hoists, tackle, plant, vehicles, tools and appliances of every description for the due and satisfactory completion of the works and shall remove same on completion.

The Contractor shall provide, erect and maintain all temporary scaffolding, sufficiently strong and efficient for the due performance of the Works, including sub-contract works, provide special scaffolding as and when required during the Works and remove on completion and make good.

Such scaffolding shall be constructed of tubular steel or timber of sufficient scantlings and be provided with planked footways and guard-rails to approval.

All such plant, tools and scaffolding shall comply with all regulations whether general or local, in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with any amendments in or additions to such regulations.

Scaffolding is not measured hereinafter and the Contractor must allow here or in his rates for the above if applicable.

C.

HOARDING

The contractor shall enclose the site with hording with opening and gate as required. The hording shall be 2500mm high constructed with timber to approval and covered with galvanised iron corrugated sheets painted to approval

D

PROGRESS CHART

The contractor shall upon receiving instructions to proceed with the work, draw up a time and progress schedule setting out the order in which the works are to be carried out with the appropriate dates thereof. This time and progress schedule is to be agreed with the architect and no deviations from the order set out in this schedule will be permitted without the written consent of the architect. The main contractor will be responsible for arranging the above programme with all sub-contractors including the nominated sub-contractors and nominated suppliers.

Carried to collection Kshs

Item	Description	KK. Kshs	Cts
A.	<p><u>EXISTING SERVICES</u></p> <p>Prior to commencement of any work, the contractor is to ascertain from the relevant authorities the exact position, depth and level of all existing electric cables, water pipes or other services in the area and he shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any services shall be reported immediately to the Architect and the relevant authority and shall be made good to their satisfaction at the Contractor's expenses.</p>		
B.	<u>TRANSPORT TO AND FROM THE SITE</u>		

The Contractor shall include in his prices for the transport of materials, workmen, etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the Authorities.

C. PUBLIC AND PRIVATE ROADS, PAVEMENTS ETC

The Contractor will be required to make good, at his own expense, any damage he may cause to the present road surfaces and pavements within or beyond the boundary of the site, during the period of the Works. In particular, all existing trees, shrubs, plants, etc., which may be destroyed or damaged during the progress of the Works are to be made good by the Contractor to the approval of the Architect.

D. POLICE REGULATIONS

The contractor is to allow for complying with all instructions and regulations of the Police Authorities.

E. CONTRACTORS SUPERINTENDENCE

The contractor shall constantly keep on the Works a literate English speaking agent or representative, competent and experienced in the kind of work involved, who shall give his whole time to the superintendence of the works. Such agent or representative shall receive on behalf of the contractor, directions and instructions from the Architect and such directions and instructions shall be deemed to have been given to the contractor in accordance with the Conditions of Contract. The Agent shall not be replaced without the specific approval of the Architect.

F. SIGN FOR MATERIALS SUPPLIED

The contractor will be required to sign for all materials supplied by the employer at the time of taking delivery thereof, as having received them in good order and condition and will thereafter be responsible for any loss or damage of materials which will be supplied by the employer at current market prices including Customs Duty, VAT and all government taxes all at the contractors own cost and expenses to the satisfaction of the employer.

Carried to collection Kshs.

Item	Description	LL. Kshs	Cts
	<p><u>GENERAL MATTERS (CONTD)</u></p> <p><u>CONTRACTORS SUPERINTENDENCE (CONT)</u></p> <p>It is to be a specific condition of this Contract that the successful tenderer shall provide on the site throughout the period up to the date for practical completion a suitably qualified, experienced and competent person to ensure that the works are carried out to the standard required by the specification and detailed on the drawings,</p>		

and shall ensure that upon any termination of employment, a suitable replacement is found.

Before the Tenderers offer is accepted the Architect will personally interview the Contractor's proposed representative. A curriculum vitae of past experience and qualifications must be provided for the Architect's scrutiny.

The Architect's decision will be final regarding the suitability of the proposed representative.

A. **WATER**

All water shall be fresh, clean and pure, free from earthy vegetable or organic matter, acid or alkaline substance in solution or suspension.

The contractor shall provide at his own risk and cost all water for use in connection with the Works (including the work of sub-contractors). The contractor shall provide at his own expense all temporary distribution pipes, storage tanks, meters, etc., and he shall clear away same upon completion of the Works.

B. **LIGHTING AND POWER**

The contractor shall provide at his own risk and cost all artificial lighting and power for use on the works, including all sub-contractors and specialists requirements and including all temporary connections, wiring, fittings, etc., and clearing away on completion. The Contractor shall pay all fees and obtain all permits in connection therewith.

C. **SAFETY**

The Contractor shall comply at all times with the requirements of the Factory Act (Cap 514) Building Construction Rules, Supplement 18, Legal Notice No. 40 dated 5th April, 1984 and ensure that the safety of his workpeople and authorized visitors to the site is protected at all times. In particular, there shall be proper provision of planked footways and guard-rails to scaffolding etc., protection against falling materials and tools and the site shall be kept tidy and clear of dangerous rubbish.

Carried to collection Kshs.

Item	Description	Kshs.	Cts
	<u>GENERAL MATTES (CONT'D)</u> <u>SAFETY (CONT'D)</u> The contractor shall appoint a Safety Officer as required by the Factory Act and notify the Factory Inspector of his name. The Safety officer shall be on site at all times and		

all directions given by the Architect to the Safety Officer shall be deemed to be Architect's Instructions, and shall be complied with promptly without additional cost to the contract. The Architect shall be empowered to suspend work on the Site should he consider these conditions are not being observed, and no claim arising from such a suspension will be allowed.

A. **PROTECTIVE CLOTHING**

The contractor shall provide all protective or any other special clothing or equipment for his employees that may be necessary. This shall include, inter-alia, safety helmets, gloves, goggles, earmuffs, gumboots, overalls, etc., according to the type of work. The contractor shall ensure that safety helmets are worn by all staff on site at all times.

B. **MATERIALS AND WORKMANSHIP**
GENERALLY

All materials shall be new unless otherwise directed or permitted by the Architect and in all cases where the quality of goods or materials is not described or otherwise specified, is to be the best quality obtainable in the ordinary meaning of the word "best" and not merely a trade signification of that word.

All materials and workmanship shall, unless otherwise specified or described, conform to the appropriate British Standards Institution Specification current at the date of Tender. 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 such materials are on site when required for use in the works.

The Contractor shall be responsible for and shall replace or make good at his own expense any materials lost or damaged.

The works throughout shall be executed by skilled workmen well versed in their respective trades.

Carried to collection Kshs

Item	Description	Kshs	Cts
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A.	<p><u>MATERIALS AND WORKMANSHIP (CONT)</u></p> <p><u>REJECTED WORKMANSHIP OR MATERIALS</u></p> <p>Any workmanship or materials not complying with the specific requirements or approved samples or which have been damaged, contaminated or have deteriorated, must immediately be removed from the site and replaced at the Contractor's expenses, as required.</p>		
B.	<p><u>PROPRIETARY MATERIALS</u></p> <p>Where proprietary materials are specified herein-after the Contractor may propose the use of materials of other manufacture but equal quality for approval by the Architect.</p> <p>All materials and goods, where specified to be obtained from a particular manufacturer or supplier are to be used or fixed strictly in accordance with their instructions.</p>		
C.	<p><u>CONCRETE TESTS</u></p> <p>Concrete test cubes, i.e. per set of three as later described, including testing fee, labour and materials, making moulds, transport and handling etc</p> <p>Successful tests only (Provisional) set of three No. 12 @ Kshs-----</p> <p>(Tenderer must insert rate and extend)</p> <p><u>TEMPORARY WORKS</u></p>		
D.	<p><u>OFFICE AND SHEDS</u></p> <p>The Contractor shall erect and maintain temporary office accommodation for his own use and ample temporary watertight sheds for the proper storage and protection of materials and for the use of artisans and remove when ordered. Floors of sheds shall be at least 150mm above ground level.</p>		
E.	<p><u>SANITATION</u></p> <p>The Contractor shall provide the necessary latrines for his staff and workmen to the requirements and satisfaction of the Health authorities and maintain the same in a thoroughly clean and sanitary condition and pay all conservancy fees during the period of the Works and remove when no longer required.</p>		
	<p>Carried to collection Kshs</p>		

Item	Description	Kshs	Cts
A.	<p><u>OFFICES AND SERVICES FOR THE ARCHITECT</u></p> <p>The contractor shall provide, erect and maintain where directed on the site, an approved weather and sun-proof lock-up office for the sole use of the Architect and his representatives with a total floor area of not less than 20 square metres. The office shall be constructed with stone, concrete or Timber and the walls and ceilings internally lined with soft board. Glazed windows of not less than 1.5 square metres and a stout door with lock and fastenings shall be provided and the office furnished with wooden stools, tables and chairs and drawing table along the full length of one side, complete with drawers of sufficient size to carry the drawings laid flat. The contractor shall also provide, erect and maintain a lock-up European type latrine for the sole use of the Architect and his representatives and to the satisfaction of the Local Authorities and shall provide the services of a sweeper, pay all charges and keep both office and latrine in a clean and sanitary condition during the whole period of the Works. The office and latrine shall be removed on completion. The contractor shall keep on site and maintain in good condition one dumpy or quickest level and levelling staff and one 30 metre steel tape for the use of the Architect and his representatives.</p>		
B.	<p><u>EXISTING AND ADJACENT PROPERTY</u></p> <p>The site is located within a busy shopping centre with operating business and the contractor will have been deemed to have visited the site to ascertain the working conditions; The contractor must take all necessary steps to safeguard existing and adjacent property, make good at his own expense any damage to persons or property caused thereon, and hold the Employer indemnified against any such claim arising. The Contractor will be held fully responsible for the safety of the existing and adjacent buildings and for any damage caused in consequence of these Works. He must reinstate all damages at his own expenses and indemnify the Employer against any loss.</p> <p>The contractor must take such steps and exercise such care and diligence as to minimize nuisance from dust, noise or any other cause to the occupiers of the existing and adjacent property. In particular the contractor will be required to protect his works with dust proof material to prevent dust interfering with adjacent business.</p>		
C.	<p><u>WATCHING AND LIGHTING</u></p> <p>The contractor shall provide at his own risk and cost all watching and lighting as necessary to safeguard the Works, plant and materials against damage and theft.</p>		
D.	<p><u>SAMPLES</u></p> <p>The contractor shall furnish at the earliest possible opportunity at his own cost any samples of materials or workmanship that may be called for by the architect for his approval or rejection and any further samples in case of rejection, until such samples are approved. Such samples when approved shall be the minimum standard for the work to which they apply.</p>		
Carried to collection Kshs			

Item	Description	Kshs	Cts
A.	<p><u>TEMPORARY ROADS</u></p> <p>The contractor shall provide where directed all temporary access roads, tracks and paths necessary for the execution of the works, including making good when no longer required.</p>		
B.	<p><u>SIGNBOARD</u></p> <p>The main contractor shall apply and obtain permission from the City Council and prepare and fix on site a signboard and lettering on same for the display of the main contractor and Sub-contractors' names. Same shall be of an approved size with the Employers name printed thereon. The Architect's, Quantity Surveyors and other Consultants names shall be printed in 50mm letters all to the Architect's design and approval. The approval plan number and NEMA approval number shall be printed thereon. No other signboard or advertising will be permitted. The signboard shall be well maintained throughout the construction Period and removed upon completion of the works. The contractor shall pay for all the charges and expenses in connection with the above.</p> <p><u>NOMINATED SUB-CONTRACTORS AND SUPPLIERS</u> <u>(See also under FORM OF CONTRACT Clauses 31.0 and 32.0)</u></p>		
C.	<p><u>NOMINATED SUB-CONTRACTORS</u></p> <p>The contractor shall be responsible for Nominated Sub-Contractors in every respect and in particular it shall be the contractor's responsibility to ensure that each sub-contractor commences and completes the work in such manner and is ready on the Site with his materials, labour and special plant at such times so as to conform with the progress Schedule, as specified previously, and to ensure satisfactory progress.</p> <p>The contractor shall also accept liability for and bear the cost of General Attendance on Nominated Sub-contractors which shall be deemed to include for:-</p> <p>Allowing the use of standing scaffolding, maintenance and alteration of all scaffolding, retention of all scaffolding until such time as all relevant sub-contractors works are complete and removal of all scaffolding on completion. Providing space for office accommodation, and for storage of plant and materials; allowing use of sanitary accommodation; the supply of all necessary water, and lighting, and clearing away all rubbish.</p> <p>The items for "General Attendance" given herein-after following Prime Cost sums in respect of sub-contractors work shall be deemed to include all the above.</p> <p>The contractor shall also accept liability for and bear the cost of Special Attendance on Nominated sub-contractors which shall include for one or more of the following:</p> <p>Unloading, storing, hoisting, and placing in position, providing power, provision of special scaffolding</p> <p>The items for "Special Attendance" given herein-after following Prime Cost sums shall include any one or more of the above items as set out in the particular reference.</p>		

	Cutting away for and making good after the work of sub-contractors as may be required will be measured and valued separately by the Quantity Surveyor		
	Carried to collection Kshs		
Item	Description	Kshs	Cts
A.	<p>NOMINATED SUPPLIERS The cost of “Fix Only” materials to be obtained from Nominated Suppliers which are covered by prime Cost or Provisional Sums shall include for taking delivery where directed, checking with invoices or indents, reporting and claiming damages for shortages and damaged goods, defraying demurrage, signing for as having been received in good order, transporting, unloading, storing, covering and protecting until the time of fixing, unpacking, replacing anything lost or damaged, sorting, assembling, hoisting to required levels and fixing as described.</p> <p>Before placing any orders with Nominated sub-Contractors or Nominated Suppliers the contractor must ascertain that the terms and conditions of the quotations and the dates of delivery of materials or execution of works comply with the terms of contract and the Progress Schedule.</p>		
B.	<p>PRIME COST RATES</p> <p>Where descriptions of items include a Prime Cost rate per unit this rate is to cover the net supply cost of the unit only. The Contractor’s price must include for the cost of the unit at the rate stated, plus waste, taking delivery, storage, fixing in position, profit and overheads.</p> <p>The actual net cost per unit will be adjusted within the Final Account against the prime Cost rate stated.</p>		
C.	<p>PROTECTION AND CLEANING</p> <p>PROTECTION</p> <p>The Contractor shall cover and protect from damage, including damage from inclement weather, all finished work and unfixed materials, including that of sub-contractors, etc., to the satisfaction of the Architect until the completion of the Contract, and carefully preserve all trees or bushes on or near the site.</p> <p>CLEANING</p> <p>The Contractor shall, upon completion of the Works, at his own expense, remove and clear way all surplus excavated materials, plant, rubbish and unused materials and shall leave the whole of the Site and Works in a clean and tidy state to the satisfaction of the Architect, including clearing away and making good all traces of temporary access roads, offices, shed, camps, etc. Particular care shall be taken to leave clean all floors and windows and to remove all paint and cement stains. He shall also, at the discretion of the Architect, remove all rubbish and dirt as it accumulates. The Contractor is to find own dump and shall pay all charges in connection therewith.</p>		

	Carried to collection	Kshs		
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Item	Description	Kshs	Cts
A.	<p>TRAINING LEVY The Contractor's attention is drawn to Legal Notice 237 of October, 1971, which requires payment by the contractor of Training Levy on all contracts of more than Kshs 50,000/= in value and his Tender shall include for all cost arising or resulting thereof.</p>		
B	<p>STANDARD LEVY The Contractor's attention is drawn to Legal Notice No. 267 of 22nd June, 1990 which requires payment by the Contractor of Standard levy. His tender must include for all costs arising or resulting thereof</p>		
C	<p>VALUE ADDED TAX The Contractor shall comply with the VAT ACT Cap 476 Laws of Kenya which requires that Value Added Tax shall be charged on the value added in Provision of building services. The Contractor is advised that the pricing of their rates should be <u>Inclusive</u> of V.A.T. on inputs. The amount of V.A.T shall be assumed to be at the current statutory rate applicable at the time of tendering.</p>		
D	<p>NATIONAL CONSTRUCTION AUTHORITY The Contractor's attention is drawn to section 31 of the National Construction Authority Act which provides for imposition of the national construction levy payable to the Authority not exceeding 0.5% of the value of any contract whose value exceeds five million shillings. The tenderer should therefore take this into consideration when pricing this tender. His tender sum must therefore include for all costs arising or resulting thereof.</p>		
	Carried to collection Kshs		

Item	Description	Kshs	Cts
	<p><u>SITE ATTENDANCE</u></p> <p>Allow ...% for site office for contract attendance and profits for inspection and all necessary statutory bodies</p>		
	<p>Carried to collection</p>	Kshs	

MM.	Item	Description	Kshs
		<u>COLLECTION</u>	

	Section No. 1, Preliminaries, Carried to Main Summary Kshs.	
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ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
A	<p>ELEMENT NO. 1 ‘ALL PROVISIONAL’</p> <p>Carefully remove existing Asbestos roof cover and dispose in accordance to NEMA guidelines and regulations</p> <p>Supply and Fix the following Six (6) meters above ground level</p>	SM	450		
B	Supply and fix Gauge 28 Box Profile colour blue laid with a minimum of 200mm on slope and 100mm minimum in end lap. Iron sheets are nailed on the timber purlins (ms) with help of steel nails (measured net allow for the overlap)	SM	1468		
C	Ditto Ridge caps	LM	50		
D	Ditto valleys	LM	45		
E	Supply and fix flashing metal to wall surfaces 600 mm wide	LM	120		
	<p>The following trusses to be hoisted between 4.0m and 8.0m high above ground level</p> <p>(Provisional) Pressure impregnated sawn Cypress</p>				
F	100mm x 50mm Rafters	LM	320		
G	50mm x 50mm purlins	LM	430		

H	250mm x 25mm fascia and verge boards	LM	120		
I	150 x 200 mm wide box shaped galvanized pressed steel gutter gauge 16 well supported and placed with a slope and a down pipe placed at the end to transfer water to the ground.	LM	120		
J	Extra Over for making 75mm diameter holes for downpipes in gutter	NO	6		
K	Ditto for stopped ends	NO	6		
CARRIED FORWARD					

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Extra Over for making 75mm diameter holes for downpipes in gutter	NO	8		
B	Allow for hacking wall to get way through for down pipe connections.	ITEM			
C	Supply and installation 150mm PVC down pipes including of all sundries/accessories, e.g brackets, sandals, connectors etc	LM	40		
D	Supply and fix 150mm bends	NO	8		
	Aluminium Door				
	Supply and fix Aluminium doors complete with frames stiles beadings with 6mm clear glass (ms) complete with aluminium door lock				
E	Size 900mm x 2400mm high	NO	2		
	GLAZING				
	Supply and fix the following approved quality glass including fixing and approved quality rubber and including all necessary fixing materials				
F	6mm thick approved pattern clear glass and glazing with approved quality rubber in panels over 0.1 to 0.5 square meters	SM	5		

G	Flush Doors Solid core flush doors; Finished with scratch proof mahogany laminate; hardwood lipped on all edges and machine pressed to look like framed door; Complete with solid blocking for ironmongery: Size 900 x 2350mm high	NO	2		
CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD IRONMONGERY Supply and fix the following ironmongery with matching screws all as per specified catalogue;				
A	3-lever Mortise lock ; 'LEB-270' complete with a pair of polished brass handles ref. LP 404	NO	2		
B	100mm Pressed steel stainless butt hinges EA. NT 831	PRS	3		
	Prepare and apply 3 coats of silk vinyl to plastered surfaces:-				
C	External surfaces	SM	1480		
D	Internal surfaces	SM	1075		
E	Prepare and apply 3 coats of silk vinyl to soffits of ceiling	SM	450		
F	Ditto suspended floor slab	SM	1250		
G	Touch up primed surfaces and apply one undercoat and finishing coats gloss oil paint on metal surfaces	SM	70		
H	Allow for Repair major cracks to wall and floor	ITEM			

I	Allow for repair Main Gate	ITEM			
J	Allow for replacement of broken ceiling boards	ITEM			
K	Floor Finishes Hack existing floor to receive 25mm screed (ms)	ITEM			
L	Floor screed 25mm thick (1:4) cement sand backing to receive ceramic tiles	SM	350		
	CARRIED FORWARD				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
	Supply and fix approved 8mm ceramic floor tiles fixed by specialist with and including cement mortar and grouting joints with approved epoxy based grout				
A	300mm x 300mm non slip ceramic floor tiles.	SM	350		
B	Ditto 150mm skirting	LM	120		
	ELECTRICAL INSTALLATION				
	Supply and fix the following electrical fittings				
C	4Ft LED Fitting complete with tube and all accessories	NO	15		
D	Double metallic Pole 13A Socket	NO	2		
E	Single metallic Pole15A Socket	NO	3		
F	2 GANG 2 WAY Switch	NO	3		
G	1 WAY Switch	NO	5		
H	Single Core 2.5 sq.mm	LM	120		
	FURNITURE				
	Supply the following furniture to detail				
	Supply rectangular office table made of				

I	engineered Wood with laminate finish 25mm thick with cable Management cut with plastic cover, with three no. drawers compete with drawer keys Size 1500mm long x 700mm high x 750mm width	NO	3		
J	Counter stools made of mild steel or powder coated metal with seats cushioned with high density polyurethane foam	NO	4		
K	Office chairs made of mild steel or powder coated metal with seats and backrest cushioned with high density polyurethane foam	NO	6		
CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD				
A	Office Steel cabinets made from galvanized steel sheets with four drawers Size 132mm x 38mm x 71mm	NO	4		
B	Ditto size 71mm x 38mm x 71mm	NO	2		
	BRANDING				
C	Supply and fix backlight branding with POSTA LOGO Name of Office and Post Code Size 3000mm x 500mm	NO	1		
	WALL CLOCK				
D	Supply and fix circular wall clock 300mm diameter	NO	2		
	NOTICE BOARDS				
E	Supply and fix a modern Notice Board size 1800mm x 1200mm	No.	2		
F	Supply and fix in position louver frames of 8 no. louvers	PRS	20		
G	150mm high 6mm thick louver glasses 750mm long	NO	60		
H	Prepare and Spray paint both internal and external surfaces of Private Letter Boxes with				

	fast dry paint (QAD) Posta colours as directed by the client	SET	11		
I	Numbering of both Internally and externally sides of boxes with appropriate stencil as directed by the client on site	SET	11		
PORTABLE FIRE EXTINGUISHERS					
J	Supply 9Kg Portable Dry powder fire extinguisher	NO	2		
K	Supply 9Kg Portable Carbon dioxide fire extinguisher	NO	2		
CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
BROUGHT FORWARD					
CABRO PAVING					
A	Prepare existing surface to reduced levels not exceeding 100mm deep from existing ground level to falls and cross - falls and compact by an approved roller and cart away surplus materials	SM	850		
B	Supply, and appropriately spread quarry dust blinding not exceeding 50mm thick and prepare surface to receive Cabro Pavings (ms)	SM	850		
C	Provide and lay to falls 60mm heavy duty interlocking pre- cast concrete paving blocks with (minimum strength of 50N per square mm to BS 6717 part 1 of 1986 including surface vibration with an approved plate compactor	SM	850		
D	Provide road kerbs and all associated haunching, mouldings and accessories	LM	120		
Foul Drainage					
E	Excavate trench for 225mm diameter pipes 750mm average not exceeding 1500mm deep	LM	50		
F	200mm thick bed and haunching for 200mm diameter UPVC pipe ms including formwork	LM	50		

G	200mm UPVC drain pipes in socket and spigot joints laid in trenches (ms)	LM	50		
CARRIED FORWARD					
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT KSHS
	BROUGHT FORWARD Standard rectangular manhole consisting of 50mm thick concrete blinding, 150mm concrete bed and 250mm average thick benching, 100mm thick reinforced concrete (1:2:4) cover slab complete with opening for rectangular cover and rebates to receive framing. 200mm thick solid concrete blocks walling in cement sand 1:3 mortar 12mm thick cement sand water proofed rendering internally 600 x 450mm medium duty cover and frame complete with hooks, step irons built into concrete blocks, including all necessary excavations, disposal, backfilling and formwork				
A	Manhole size 600mm x 450mm x 1000mm deep to invert level	NO	1		
B	Allow for testing the whole of the foul water drainage system to satisfaction including Connection to the main county sewer line	ITEM			

CARRIED TO SUMMARY PAGE

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PRIME COSTS (PC) & PROVISIONAL SUMS (PS)				
A	Provide a Provisional Sum of Kenya Shillings Twenty Five Thousand for obtaining County Government Permit	ITEM			
B	Provide a Provisional Sum of Kenya Shillings Two Hundred Thousand (200,000) for Contingencies	ITEM			
	Carried to Summary Page				
ITEM	DESCRIPTIONS	UNIT	QTY	RATE	AMOUNT
	SUMMARY PAGE				
	Elements Brought Forward				
	General Preliminaries				
	Build works				

Prime Costs & Provisional Sum

Sub Total

16% VAT

Total (To be transferred to Summary Table)

2. Price Schedule For Refurbishment , LAN Setup and End user equipment

1) 5.1 Wajir Posta outlet

(kk)

Component	Item Description	Unit	Wajir	Unit	Total
			PO	Rate	Cost
Qty.					
Connectivity - [Wireless Access Points, Power, LAN Switches and Routers]	No. of data ports (Accessories incl.)	No.	43		
	Length of metal Trunking (4x2)	Metres	43		
	Length of data Cable	Metres	288		
	Power extension	No.	1		
	Cabinet (9U)	No.	1		
	Wireless Access Points	No.	2		
	2KVA UPSs	No.	1		
	LAN Switch	No.	1		
	Power cable (2.5mm)	Metres	288		
	Power sockets (Twin)	No.	6		
Computing Devices and Printing technology	Patch Panel (24 port)	No.	1		
	Router	No.	1		
	Desktop Computers	No.	6		
	UPS (800VA Tower)	No.	6		
Works	Printers (Slip)	No.	2		
	Printers (MFP B/W)	No.	1		
Works	Refurbishment	Lot	Lot		
Total Cost Carried to the Summary Table					

(ll) 5.2 Narok Postal Outlet

Component	Item Description	Unit	Qty	Unit Rate	Total Cost
KES					
Connectivity - [Wireless Access Points, Power, LAN Switches and Routers]	No. of data ports (Accessories incl.)	No.	8		
	Length of metal Trunking (4x2)	Metres	43		
	Length of data Cable	Metres	288		
	Power Extension	No.	1		
	Cabinet (9U)	No.	1		
	Wireless Access Points	No.	2		
	UPSs (2KVA Rack Mounted)	No.	1		
	LAN Switch	No.	1		
	Power cable (2.5mm)	Metres	288		
	Power sockets (Twin)	No.	6		
Computing Devices and Printing technology	6A Shielded Patch Panels- 24 port	No.	1		
	Router	No.	1		
	Desktop Computers	No.	6		
	UPS (800VA Tower)	No.	6		
Works	Printers (Slip)	No.	2		
	Printers (MFP B/W)	No.	1		
Works	Refurbishment	Lot	Lot		
Total Cost Carried to the Summary Table					

(mm) **5.3 Namanga Postal Outlet**

Component	Item Description	Unit	Qty	Unit Rate KES	Total Cost KES
Connectivity - [Wireless Access Points, Power, LAN Switches and Routers]	No. of data ports (Accessories incl.)	No.	10		
	Length of metal Trunking (4x2)	Metres	67		
	Length of data Cable	Metres	670		
	Power extension	No.	1		
	Cabinet (9U)	No.	1		
	Wireless Access Points	No.	1		
	UPSs (2KVA Rack Mounted)	No.	1		
	Switch (LAN)	No.	1		
	Length of power cable (2.5mm)	Metres	670		
	Power sockets (Twin)	No.	5		
	Patch Panel	No.	1		
	Router	No.	1		
Computing Devices and Printing technology	Desktop Computers	No.	5		
	UPS (800VA Tower)	No.	5		
	Printers (Slip)	No.	2		
	Printers (MFP B/W)	No.	1		
Works	Refurbishment	Lot	Lot		
Total Cost Carried to the Summary Table					

(nn) **5.4 Moyale Postal Outlet**

Component	Item Description	Unit	Qty	Unit Rate KES	Total Cost KES
Connectivity - [Wireless Access Points, Power, LAN Switches and Routers]	No. of data ports (Accessories incl.)	No.	8		
	Length of metal Trunking (4x2)	Metres	56		
	Length of data Cable	Metres	658		
	Power extension	No.	1		
	Cabinet (9U)	No.	1		
	Wireless Access Points	No.	1		
	UPSs (2KVA Rack Mounted)	No.	1		
	Switch (LAN)	No.	1		
	Length of power cable (2.5mm)	Metres	280		
	Power sockets (Twin)	No.	4		
	Patch Panel	No.	1		
	Router	No.	1		
Computing Devices and Printing technology	Desktop Computers	No.	4		
	UPS (800VA Tower)	No.	4		
	Printers (Slip)	No.	2		
	Printers (MFP B/W)	No.	1		
Works	Refurbishment	Lot	Lot		
Total Cost Carried to the Summary Table					

(oo) **5.5 Maralal Postal Outlet**

Component	Item Description	Unit	Qty	Unit Rate KES	Total Cost KES
Connectivity - [Wireless Access Points, Power, LAN Switches and Routers]	No. of data ports (Accessories incl.)	No.	8		
	Length of metal Trunking (4x2)	Metres	55		
	Length of data Cable	Metres	570		
	Power extension	No.	1		
	Cabinet (9U)	No.	1		
	Wireless Access Points	No.	2		
	UPSs (2KVA Rack Mounted)	No.	1		
	Switch (LAN)	No.	1		
	Length of power cable (2.5mm)	Metres	287		
	Power sockets (Twin)	No.	4		
	Patch Panel	No.	1		
	Router	No.	1		
Computing Devices and Printing technology	Desktop Computers	No.	4		
	UPS (800VA Tower)	No.	4		
	Printers (Slip)	No.	2		
	Printers (MFP B/W)	No.	1		
Works	Refurbishment	Lot	Lot		
Total Cost Carried to the Summary Table					

(pp) **5.6 Malindi Postal Outlet**

Component	Item Description	Unit	Qty	Unit Rate KES	Total Cost KES
Connectivity - [Wireless Access Points, Power, LAN Switches and Routers]	No. of data ports (Accessories incl.)	No.	8		
	Length of metal Trunking (4x2)	Metres	64		
	Length of data Cable	Metres	659		
	5 to 6 way power extension Cable	No.	1		
	Cabinet (9U)	No.	1		
	Wireless Access Points	No.	1		
	UPSs (2KVA Rack Mounted)	No.	1		
	Switch (LAN)	No.	1		
	Length of power cable (2.5mm)	Metres	324		
	Power sockets (Twin)	No.	4		
	Patch Panel	No.	1		
	Router	No.	1		
Computing Devices and Printing technology	Desktop Computers	No.	4		
	UPS (800VA Tower)	No.	4		
	Printers (Slip)	No.	2		
	Printers (MFP B/W)	No.	1		
Works	Refurbishment	Lot	Lot		
Total Cost Carried to the Summary Table					

(qq) **5.7 Lodwar Postal Outlet**

Component	Item Description	Unit	Qty	Unit Rate KES	Total Cost KES
Connectivity - [Wireless Access Points, Power, LAN Switches and Routers]	No. of data ports (Accessories incl.)	No.	8		
	Length of metal Trunking (4x2)	Metres	66		
	Length of data Cable	Metres	674		
	Power extension	No.	1		
	Cabinet (9U)	No.	1		
	Wireless Access Points	No.	1		
	UPSs (2KVA Rack Mounted)	No.	1		
	Switch (LAN)	No.	1		
	Length of power cable (2.5mm)	Metres	313		
	Power sockets (Twin)	No.	3		
	Patch Panel	No.	1		
	Router	No.	1		
Computing Devices and Printing technology	Desktop Computers	No.	3		
	UPS (800VA Tower)	No.	3		
	Printers (Slip)	No.	1		
	Printers (MFP B/W)	No.	1		
Works	Refurbishment	Lot	Lot		
Total Cost Carried to the Summary Table					

(rr) **5.8 Iten Postal Outlet**

Component	Item Description	Unit	Qty.	Unit Rate KES	Total Cost KES
Connectivity - [Wireless Access Points, Power, LAN Switches and Routers]	No. of data ports (Accessories incl.)	No.	6		
	Length of metal Trunking (4x2)	Metres	54		
	Length of data Cable	Metres	430		
	5 to 6 way power extenstion Cable	No.	1		
	Cabinet (9U)	No.	1		
	Wireless Access Points	No.	1		
	UPSs (2KVA Rack Mounted)	No.	1		
	Switch (LAN)	No.	1		
	Length of power cable (2.5mm)	Metres	305		
	Power sockets (Twin)	No.	4		
	Patch Panel	No.	1		
	Router	No.	1		
Computing Devices and Printing technology	Desktop Computers	No.	4		
	UPS (800VA Tower)	No.	4		
	Printers (Slip)	No.	1		
	Printers (MFP B/W)	No.	1		
Works	Refurbishment	Lot	Lot		
Total Cost Carried to the Summary Table					

(ss) **5.9 Hola Postal Outlet**

Component	Item Description	Unit	Qty	Unit Rate KES	Total Cost KES
Connectivity - [Wireless Access Points, Power, LAN Switches and Routers]	No. of data ports (Accessories incl.)	No.	10		
	Length of metal Trunking (4x2)	Metres	18		
	Length of data Cable	Metres	160		
	5 to 6 way power extenstion Cable	No.	1		
	Cabinet (9U)	No.	1		
	Wireless Access Points	No.	1		
	UPSs (2KVA Rack Mounted)	No.			
	Switch (LAN)	No.	1		
	Length of power cable (2.5mm)	Metres	160		
	Power sockets (Twin)	No.	2		
	Patch Panel	No.	1		
	Router	No.	1		
Computing Devices and Printing technology	Desktop Computers	No.	2		
	UPS (800VA Tower)	No.	2		
	Printers (Slip)	No.	1		
	Printers (MFP B/W)	No.	1		
Works	Refurbishment	Lot	Lot		
Total Cost Carried to the Summary Table					

(tt) **5.10 Faza Postal Outlet**

Component	Item Description	Unit	Qty.	Unit Rate KES	Total Cost KES
Connectivity - [Wireless Access Points, Power, LAN Switches and Routers]	No. of data ports (Accessories incl.)	No.	8		
	Length of metal Trunking (4x2)	Metres	15		
	Length of data Cable	Metres	120		
	5 to 6 way power extenstion Cable	No.	1		
	Cabinet (9U)	No.	1		
	Wireless Access Points	No.	1		
	UPSs (2KVA Rack Mounted)	No.	1		
	Switch (LAN)	No.	1		
	Length of power cable (2.5mm)	Metres	120		
	Power sockets (Twin)	No.	3		
	Patch Panel	No.	1		
	Router	No.	1		
Computing Devices and Printing technology	Desktop Computers	No.	2		
	UPS (800VA Tower)	No.	2		
	Printers (Slip)	No.	1		
	Printers (MFP B/W)	No.	1		
Works	Refurbishment	Lot	Lot		
Total Cost Carried to the Summary Table					

(uu) **5.11 Dol Dol Postal Outlet**

Component	Item Description	Unit	Qty.	Unit Rate KES	Total Cost KES
Connectivity - [Wireless Access Points, Power, LAN Switches and Routers]	No. of data ports (Accessories incl.)	No.	6		
	Length of metal Trunking (4x2)	Metres	47		
	Length of data Cable	Metres	480		
	5 to 6 way power extenstion Cable	No.	1		
	Cabinet (9U)	No.	1		
	Wireless Access Points	No.	1		
	UPSs (2KVA Rack Mounted)	No.	1		
	Switch (LAN)	No.	1		
	Length of power cable (2.5mm)	Metres	340		
	Power sockets (Twin)	No.	2		
	Patch Panel	No.	1		
	Router	No.	1		
Computing Devices and Printing technology	Desktop Computers	No.	1		
	UPS (800VA Tower)	No.	1		
	Printers (Slip)	No.	1		
	Printers (MFP B/W)	No.	1		
Works	Refurbishment	Lot	Lot		
Total Cost Carried to the Summary Table					

(vv) **5.12 Lunga Lunga Postal Outlet**

Component	Item Description	Unit	Qty.	Unit Rate KES	Total Cost KES
Connectivity - [Wireless Access Points, Power, LAN Switches and Routers]	No. of data ports (Accessories incl.)	No.	8		
	Length of metal Trunking (4x2)	Metres	52		
	Length of data Cable	Metres	530		
	5 to 6 way power extenstion Cable	No.	1		
	Cabinet (9U)	No.	1		
	Wireless Access Points	No.	1		
	UPSs (2KVA Rack Mounted)	No.	1		
	Switch (LAN)	No.	1		
	Length of power cable (2.5mm)	Metres	280		
	Power sockets (Twin)	No.	4		
	Patch Panel	No.	1		
	Router	No.	1		
Computing Devices and Printing technology	Desktop Computers	No.	4		
	UPS (800VA Tower)	No.	4		
	Printers (Slip)	No.	2		
	Printers (MFP B/W)	No.	1		
Works	Refurbishment	Lot	Lot		
Total Cost Carried to the Summary Table					

(ww) **5.13 Dadaab Postal Outlet**

Component	Item Description	Unit	Qty.	Unit Rate KES	Total Cost KES
Connectivity - [Wireless Access Points, Power, LAN Switches and Routers]	No. of data ports (Accessories incl.)	No.	4		
	Length of metal Trunking (4x2)	Metres	23		
	Length of data Cable	Metres	92		
	5 to 6 way power extenstion Cable	No.	1		
	Cabinet (9U)	No.	1		
	Wireless Access Points	No.	1		
	UPSs (2KVA Rack Mounted)	No.	1		
	Switch (LAN)	No.	1		
	Length of power cable (2.5mm)	Metres	92		
	Power sockets (Twin)	No.	2		
	Patch Panel	No.	1		
	Router	No.	1		
Computing Devices and Printing technology	Desktop Computers	No.	2		
	UPS (800VA Tower)	No.	2		
	Printers (Slip)	No.	1		
	Printers (MFP B/W)	No.	1		
Works	Refurbishment	Lot	Lot		
Total Cost Carried to the Summary Table					

(xx) **5.14 Kitui Postal Outlet**

Component	Item Description	Unit	Qty.	Unit Rate KES	Total Cost KES
Connectivity - [Wireless Access Points, Power, LAN Switches and Routers]	No. of data ports (Accessories incl.)	No.	7		
	Length of metal Trunking (4x2)	Metres	55		
	Length of data Cable	Metres	400		
	5 to 6 way power extenstion Cable	No.	1		
	Cabinet (9U)	No.	1		
	Wireless Access Points	No.	1		
	UPSs (2KVA Rack Mounted)	No.	1		
	Switch (LAN)	No.	1		
	Length of power cable (2.5mm)	Metres	220		
	Power sockets (Twin)	No.	6		
	Patch Panel	No.	1		
	Router	No.	1		
Computing Devices and Printing technology	Desktop Computers	No.	4		
	UPS (800VA Tower)	No.	4		
	Printers (Slip)	No.	1		
	Printers (MFP B/W)	No.	1		
Works	Refurbishment	Lot	Lot		
Total Cost Carried to the Summary Table					

(yy) **5.15 Iсио Postal Outlet**

Component	Item Description	Unit	Qty.	Unit Rate KES	Total Cost KES
Connectivity - [Wireless Access Points, Power, LAN Switches and Routers]	No. of data ports (Accessories incl.)	No.	8		
	Length of metal Trunking (4x2)	Metres	51		
	Length of data Cable	Metres	423		
	5 to 6 way power extenstion Cable	No.	1		
	Cabinet (9U)	No.	1		
	Wireless Access Points	No.	1		
	UPSs (2KVA Rack Mounted)	No.	1		
	Switch (LAN)	No.	1		
	Length of power cable (2.5mm)	Metres	309		
	Power sockets (Twin)	No.	3		
	Patch Panel	No.	1		
	Router	No.	1		
Computing Devices and Printing technology	Desktop Computers	No.	3		
	UPS (800VA Tower)	No.	3		
	Printers (Slip)	No.	1		
	Printers (MFP B/W)	No.	1		
Works	Refurbishment	Lot	Lot		
Total Cost Carried to the Summary Table					

(zz) **5.16 Mandera Postal Outlet**

Component	Item Description	Unit	Qty.	Unit Rate KES	Total Cost KES
Connectivity - [Wireless Access Points, Power, LAN Switches and Routers]	No. of data ports (Accessories incl.)	No.	9		
	Length of metal Trunking (4x2)	Metres	50		
	Length of data Cable	Metres	432		
	Power extenstion	No.	1		
	Cabinet (9U)	No.	1		
	Wireless Access Points	No.	1		
	UPSs (2KVA Rack Mounted)	No.	1		
	Switch (LAN)	No.	1		
	Length of power cable (2.5mm)	Metres	155		
	Power sockets (Twin)	No.	5		
	Patch Panel	No.	1		
	Router	No.	1		
Computing Devices and Printing technology	Desktop Computers	No.	5		
	UPS (800VA Tower)	No.	5		
	Printers (Slip)	No.	1		
	Printers (MFP B/W)	No.	1		
Works	Refurbishment	Lot	Lot		
Total Cost Carried to the Summary Table					

(aaa) **5.17 Eldama Ravine Postal Outlet**

Component	Item Description	Unit	Qty.	Unit Rate KES	Total Cost KES
Connectivity - [Wireless Access Points, Power, LAN Switches and Routers]	No. of data ports (Accessories incl.)	No.	6		
	Length of metal Trunking (4x2)	Metres	32		
	Length of data Cable	Metres	120		
	5 to 6 way power extension Cable	No.	1		
	Cabinet (9U)	No.	1		
	Wireless Access Points	No.	1		
	UPSs (2KVA Rack Mounted)	No.	1		
	Switch (LAN)	No.	1		
	Length of power cable (2.5mm)	Metres	120		
	Power sockets (Twin)	No.	1		
	Patch Panel	No.	1		
	Router	No.	1		
Computing Devices and Printing technology	Desktop Computers	No.	1		
	UPS (800VA Tower)	No.	1		
	Printers (Slip)	No.	1		
	Printers (MFP B/W)	No.	1		
Works	Refurbishment	Lot	Lot		
Total Cost Carried to the Summary Table					

Price Schedule Summary For Refurbishment, LAN Setup and End user equipment

No.	Station (Location)	Cost of LAN and end user devices exclusive of applicable taxes	Cost of Refurbishment exclusive of applicable taxes	Total cost exclusive of applicable taxes
	LOT 1			
6.	Wajir PO			
7.	Mandera PO			
8.	Dadaab PO			
9.	Kitui PO			
10.	Hola PO			
Sub – Total				
Add VAT (16%)				
Add Levy Order (0.03%)				
Total Cost Carried to form of tender inclusive of Taxes be Carried to the Form of Tender				
	LOT2			
5.	Malindi PO			
6.	Faza PO			
7.	Namanga PO			
8.	Lungulunga PO			
Sub – Total				
Add VAT (16%)				
Add Levy Order (0.03%)				

Total Cost Carried to form of tender inclusive of Taxes be Carried to the Form of Tender				
	LOT 3			
5.	Narok PO			
6.	Lodwar PO			
7.	Iten PO			
8.	Eldama Ravine PO			
Sub – Total				
Add VAT (16%)				
Add Levy Order (0.03%)				
Total Cost Carried to form of tender inclusive of Taxes be Carried to the Form of Tender				
Total Cost for each Lot to be Carried to the Form of Tender				
	LOT 4			
5.	Moyale PO			
6.	Maralal PO			
7.	Dol Dol PO			
8.	Isiolo PO			
Sub – Total				
Add VAT (16%)				
Add Levy Order (0.03%)				
Total Cost Carried to form of tender inclusive of Taxes be Carried to the Form of Tender				

Name of Tenderer[insert complete name of Tenderer] Signature of Tenderer
 [signature of person signing the Tender] Date [insert date]

2.Method Statement

[Procuring Entity shall provide main features of the expected method of carrying out the contract, including indicating the material, personnel and equipment in puts].

3.Work Plan

[Procuring Entity shall provide main features of the work plan that the Tenderer should provide in the tender for carrying out the contract, from beginning to the end].

1. Other Time Schedule

(to be used by Tenderer when alternative Time for Completion is invited in
 ITT14.2)

1. NOTIFICATION OF INTENTION TO AWARD

[This Notification of Intention to Award shall be sent to each Tenderer that submitted a Tender.] [Send this Notification to the Tenderer's Authorized Representative named in the Tenderer Information Form] For the attention of Tenderer's Authorized Representative

Name: [insert Authorized Representative's name]

Address: [insert Authorized Representative's Address]

Telephone numbers: [insert Authorized Representative's telephone/fax numbers]

Email Address: [insert Authorized Representative's email address]

[IMPORTANT: insert the date that this Notification is transmitted to Tenderers. The Notification must be sent to all Tenderers simultaneously. This means on the same date and as close to the same time as possible.]

DATE OF TRANSMISSION: This Notification is sent by: [email/fax] on [date] (local time)

Procuring Entity: [insert the name of the Procuring Entity]

Contract title: [insert the name of the contract]

ITT No: [insert ITT reference number from Procurement Plan]

This Notification of Intention to Award (Notification) notifies you of our decision to award the above contract. The transmission of this Notification begins the Standstill Period. During the Standstill Period you may:

- a) Request a debriefing in relation to the evaluation of your Tender, and/or
- b) Submit a Procurement-related Complaint in relation to the decision to award the contract.

I. The successful Tenderer

Name:	(insert name of successful Tenderer)
Address:	(insert address of successful Tenderer)
Contract price:	(insert contract price of the successful Tenderer)

Other Tenderers [INSTRUCTIONS: insert names of all Tenderers that submitted a Tender. If the Tender's price was evaluated include the evaluated price as well as the Tender price as read out.]

	TENDER PRICE	Evaluated Tender Price (If Applicable)
(Insert Name)	(Insert Tender Price)	(Insert evaluated price)
(Insert Name)	(Insert Tender Price)	(Insert evaluated price)
(Insert Name)	(Insert Tender Price)	(Insert evaluated price)
(Insert Name)	(Insert Tender Price)	(Insert evaluated price)
(Insert Name)	(Insert Tender Price)	(Insert evaluated price)

ii. How to request a debriefing

DEADLINE: The deadline to request a debriefing expires at midnight on [insert date] (local time). You may request a debriefing in relation to the results of the evaluation of your Tender. If you decide to request a debriefing your written request must be made within three (3)Business Days of receipt of this Notification of Intention to Award.

Provide the contract name, reference number, name of the Tenderer, contact details; and address the request for debriefing as follows:

Attention: [insert full name of person, if applicable]

Title/position: [insert title/position]

Agency: [insert name of Procuring Entity]

Email address:..... [insert email address]

If your request for a debriefing is received within the 3 Business Days deadline, we will provide the debriefing within five (5) Business Days of receipt of your request. If we are unable to provide the debriefing within this period, the Standstill Period shall be extended by five (5) Business Days after the date that the debriefing is provided. If this happens, we will notify you and confirm the date that the extended Standstill Period will end.

The debriefing may be in writing, by phone, video conference call or in person. We shall promptly advise you in writing how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you may still request a debriefing. In this case, we will provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of the Contract Award Notice.

iv. How to make a complaint

Period: Procurement-related Complaint challenging the decision to award shall be submitted by [insert date and time].

Provide the contract name, reference number, name of the Tenderer, contact details; and address the Procurement-related Complaint as follows:

Attention:.....[insert full name of person, if applicable]

Title/position:..... [insert title/position]

Agency:[insert name of Procuring Entity]

Email address:..... [insert email address]

At this point in the procurement process, you may submit a Procurement-related Complaint challenging the decision to award the contract. You do not need to have requested, or received, a debriefing before making this complaint. Your complaint must be submitted within the Stand still Period and received by us before the Stand still Period ends. In summary, there are four essential requirements:

1. You must be an 'interested party'. In this case, that means a Tenderer who submitted a Tender in this tendering process, and is the recipient of a Notification of Intention to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the complaint within the period stated above.
4. You must include, in your complaint, all of the information required to support the complaint.
5. The application must be accompanied by the fees set out in the Procurement Regulations, which shall not be refundable (information available from the Public Procurement Authority at info@ppra.go.ke or complaints@ppra.go.ke)

v). Standstill Period

DEADLINE: The Standstill Period is due to end at midnight on [insert date] (local time).

The Standstill Period lasts ten (10) Business Days after the date of transmission of this Notification of Intention to Award.

The Standstill Period may be extended as stated in Section 4 above. If you have any questions regarding this Notification please do not hesitate to contact us.

On behalf of the Procuring Entity:

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

2. REQUEST FOR REVIEW

FORM FOR REVIEW(r.203(1))

PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

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

BETWEEN

.....**APPLICANT**

AND

.....**RESPONDENT (Procuring Entity)**

Request for review of the decision of the..... (Name of the Procuring Entity ofdated the...day of20.....in the matter of Tender No.....of20.... for(Tender description).

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical address.....P. O. Box 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.

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

- 1.
- 2.

SIGNED(Applicant) Dated on.....day of/..20.....

FOR OFFICIAL USE ONLY Lodged with the Secretary Public Procurement Administrative Review Board on.....day of20.....

SIGNED

Board Secretary

3. NOTIFICATION OF AWARD- FORM OF ACCEPTANCE

[Form head paper of the Procuring Entity]

.....[date]

To:.....[name and address of the Service Provider]

This is to notify you that your Tender dated [date] for execution of the [name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by us (Procuring Entity).

You are requested to furnish the Performance Security within 28 days in accordance with the Conditions of Contract, using, for that purpose, one of the Performance Security Forms included in Section X, Contract Forms, of the tender document.

Please return the attached Contract duly signed Authorized

Signature:.....

Name and Title of Signatory:.....

Name of Agency:.....

(herein after called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Procuring Entity] (herein after called the “Procuring Entity”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “...(herein after called the “Procuring Entity”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Procuring Entity for all the Service Provider's obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (herein after called the “Service Provider”).]

WHEREAS

- a) The Procuring Entity has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (herein after called the “Services”);
- b) the Service Provider, having represented to the Procuring Entity that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
 - a) The Form of Acceptance;
 - b) The Service Provider's Tender
 - c) The Special Conditions of Contract;
 - d) The General Conditions of Contract;
 - e) The Specifications;
 - f) The Priced Activity Schedule; and
 - g) The following Appendices: *[Note: If any of these Appendices are not used, the words “Not Used” should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]*

Appendix A: Description of the Services

Appendix B: Schedule of Payments Appendix C:

Subcontractors

Appendix D: Breakdown of Contract Price

Appendix E: Services and Facilities Provided by the Procuring Entity NOT USED

2. The mutual rights and obligations of the Procuring Entity and the Service Provider shall be as set forth in the Contract, in particular:

- The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
- The Procuring Entity shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHERE OF, the Parties here to have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of _____ *[name of Procuring Entity]*

_____ *[Authorized Representative]*

For and on behalf of *[name of Service Provider]*

_____ *[Authorized Representative]*

[Note :If the Service Provider consists of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

..... *[name of member]*

..... *[Authorized Representative]*

..... *[name of member]*

..... *[Authorized Representative]*

4 FORM OF TENDER SECURITY (Bank Guarantee) *[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]* *[Guarantor Form head or SWIFT identifier code]*

Beneficiary:.....*[Procuring Entity to insert its name and address]*

ITT No.:.....*[Procuring Entity to insert reference number for the Request for Tenders]*

Alternative No.:*[Insert identification No if this is a Tender for an alternative]* **Date:***[Insert date of issue]*

TENDER GUARANTEE No.:.....*[Insert guarantee reference number]*

Guarantor:*[Insert name and address of place of issue, unless indicated in the Form head]*

We have been informed that _____ *[insert name of the Tenderer, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Tender (hereinafter called "the Tender") for the execution of _____ under Request for Tenders No. _____ ("The ITT").

Furthermore, we understand that, according to the Beneficiary's conditions, Tenders must be supported by a Tender guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) Has withdrawn its Tender during the period of Tender validity set forth in the Applicant's Form of Tender ("the Tender Validity Period"), or any extension there to provide by the Applicant; or
- (b) Having been notified of the acceptance of its Tender by the Beneficiary during the Tender Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Tenderers ("ITT") of the Beneficiary's tendering document.

This guarantee will expire: (a) if the Applicant is the successful Tenderer, upon our receipt of copies of the Contract agreements signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Tendering process; or (ii) twenty-eight days after the end of the Tender Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

[Signature(s)]

Note: All italicized text is for use in preparing this form and shall be deleted from the final product.

5 FORM OF TENDER SECURITY (TENDER BOND) *[The Surety shall fill in this Tender Bond Form in accordance with the instructions indicated.]* BOND NO._____

BY THIS BOND *[name of Tenderer]* as Principal (herein after called “the Principal”), and *[name, legal title, and address of surety]*,**authorized to transact business in Kenya**, as Surety (hereinafter called “the Surety”), are held and firmly bound unto *[name of Procuring Entity]* as Obligee (hereinafter called “the Procuring Entity”) in the sum of *[amount of Bond][amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHERE AS the Principal has submitted or will submit a written Tender to the Procuring Entity dated the _____ day of _____, 20_____, for the supply of *[name of Contract]*(herein after called the “Tender”).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- c) Has withdrawn its Tender during the period of Tender validity set for the Principal's Form of Tender (“the Tender Validity Period”),or any extension there to provided by the Principal; or
- d) having been notified of the acceptance of its Tender by the Procuring Entity during the Tender Validity Period or any extension there to provide by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Tenderers (“ITT”) of the Procuring Entity's tendering document.

then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Tender Validity Period set forth in the Principal's Form of Tender or any extension thereto provided by the Principal.

IN TESTIMONY WHERE OF, the Principal and the Surety have caused these presents to be executed in the irrespective names this _____ day of _____ 20_____.

Principal:_____
Corporate Seal (where appropriate)

Surety:_____

(Signature)

(Printed name and title)

(Signature)

(Printed name and title)

6 FORM OF TENDER-SECURING DECLARATION

[The Tenderer shall fill in this Form in accordance with the instructions indicated.]

Date:.....*[date (as day, month and year)]*

ITT No.:*[number of Tendering process]*

Alternative No:.....*[insert identification No if this is a Tender for an alternative]*

To:.....*[complete name of Procuring Entity]* We, the undersigned, declare that: We understand that, according to your conditions, Tenders must be supported by a Tender-Securing Declaration.

We accept that we will automatically be suspended from being eligible for Tendering or submitting proposals in any contract with the Procuring Entity for the period of time of *[number of months or years]* starting on *[date]*, if we are in breach four obligation(s) under the Tender conditions, because we:

- a) Have withdrawn our Tender during the period of Tender validity specified in the Form of Tender; or
- b) having been notified of the acceptance of our Tender by the Procuring Entity during the period of Tender validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITT.

We understand this Tender Securing Declaration shall expire if we are not the successful Tenderer, upon the earlier of (i) our receipt of your notification to us of the name of the successful Tenderer; or (ii) twenty-eight days after the expiration of our Tender.

Name of the Tenderer*_____

Name of the person duly authorized to sign the Tender on behalf of the Tenderer**_____

Title of the person signing the Tender_____

Signature of the person named above_____

Date signed _____ day of _____,

*: In the case of the Tender submitted by joint venture specify the name of the Joint Venture as Tenderer

**: Person signing the Tender shall have the power of attorney given by the Tenderer attached to the Tender

[Note: In case of a Joint Venture, the Tender-Securing Declaration must be in the name of all members to the Joint Venture that submits the Tender]

PART III – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VIII - GENERAL CONDITIONS OF CONTRACT

A. General Provisions Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a) The Adjudicator is the person appointed jointly by the Procuring Entity and the Service Provider to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- b) “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Tender;
- c) “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Procuring Entity
- d) “Contract” means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- e) “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
- f) “Day works” means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- g) “Procuring Entity” means the Procuring Entity or party who employs the Service Provider
- h) “Foreign Currency” means any currency other than the currency of Kenya;
- i) “GCC” means these General Conditions of Contract;
- j) “Government” means the Government of Kenya;
- k) “Local Currency” means Kenya shilling;
- l) “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; “Members” means all these entities, and “Member in Charge” means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations towards the Procuring Entity under this Contract;
- m) “Party” means the Procuring Entity or the Service Provider, as the case maybe, and “Parties” means both of them;
- n) “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- o) “Service Provider” is a person or corporate body whose Tender to provide the Services has been accepted by the Procuring Entity;
- p) “Service Provider's Tender” means the completed Tendering Document submitted by the Service Provider to the Procuring Entity
- q) “SCC” means the Special Conditions of Contract by which the GCC maybe amended or supplemented;
- r) “Specifications” means the specifications of the service included in the Tendering Document submitted by the Service Provider to the Procuring Entity
- s) “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Tender.
- t) “Subcontractor” means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4;
- u) “Public Procurement Regulatory Authority (PPRA)” shall mean the Government Agency responsible for oversight of public procurement.

- v) “Project Manager” shall the person appointed by the Procuring Entity to act as the Project Manager for the purposes of the Contract and named in the Particular Conditions of Contract, or other person appointed from time to time by the Procuring Entity and notified to the Contractor.
- w) “Notice of Dissatisfaction” means the notice given by either Party to the other indicating its dissatisfaction and intention to commence arbitration.

1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Kenya.

1.3 Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, hand delivery, or email to such Party at the address **specified in the SCC**.

1.5 Location

The Services shall be performed at such locations as a specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in Kenya or elsewhere, as the Procuring Entity may approve.

1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Procuring Entity or the Service Provider may be taken or executed by the officials **specified in the SCC**.

1.7 Inspection and Audit by the PPRA

Pursuant to paragraph 2.2 e. of Attachment 1 to the General Conditions, the Service Provider shall permit and shall cause its sub contract or sand sub-consultants to permit, PPRA and/or persons appointed by PPRA to inspect the Site and/or the accounts and records relating to the procurement process, selection and/or contract execution, and to have such accounts and records audited by auditors appointed by PPRA. The Service Provider's and its Subcontractors' and sub-consultants' attention is drawn to Sub-Clause 3.10 which provides, interalia, that acts intended to materially impede the exercise of PPRA's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to PPRA's prevailing sanctions procedures).

1.8 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2 Commencement, Completion, Modification, and Termination of Contract

2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as maybe **stated in the SCC**.

2.2 Commencement of Services

1.2.1 Program

Before commencement of the Services, the Service Provider shall submit to the Procuring Entity for approval a Program showing the general methods, arrangements order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.

2.2.2 Starting Date

The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC**.

2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.4.1 Value Engineering

The Service Provider may prepare, at its own cost, a value-engineering proposal at any time during the performance of the contract. The value-engineering proposal shall, at a minimum, include the following;

- a) The proposed change(s), and a description of the difference to the existing contract requirements;
- b) A full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs, if applicable) the Procuring Entity may incur in implementing the value engineering proposal; and
- c) A description of any effect(s) of the change on performance/functionality.

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

- a) accelerates the delivery period; or
- b) reduces the Contract Price or the lifecycle costs to the Procuring Entity; or
- c) improves the quality, efficiency, safety or sustainability of the services; or
- d) yields any other benefits to the Procuring Entity, without compromising the necessary functions of the Facilities.

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

- a) a reduction of the Contract Price; the amount to be paid to the Service Provider shall be the percentage specified in the SCC of the reduction in the Contract Price; or
- b) an increase in the Contract Price; but results in a reduction in lifecycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Service Provider shall be the full increase in the Contract Price.

2.5 Force Majeure

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach

of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Procuring Entity

The Procuring Entity may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- a) If the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as the Procuring Entity may have subsequently approved in writing;
- b) if the Service Provider become insolvent or bankrupt;
- c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- d) if the Service Provider, in the judgment of the Procuring Entity has engaged in Fraud and Corruption, as defined in paragraph 2.2a. of Attachment 1 to the GCC, in competing for or in executing the Contract

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Procuring Entity, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and

(b) of this Sub-Clause 2.6.2:

- a) If the Procuring Entity fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3 Payment up on Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Procuring Entity shall make the following payments to the Service Provider:

- a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3 Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contractor to the Services, as faithful adviser to the Procuring Entity, and shall at all times support and safeguard the Procuring Entity's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contractor the Services, and the Service Providers shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contractor to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a) During the term of this Contract, any business or professional activities in Kenya which would conflict with the activities assigned to them under this Contract;
- b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees' inactive duty or on any type of leave, to perform any activity under this Contract;
- c) After the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Procuring Entity's business or operations without the prior written consent of the Procuring Entity.

3.4 The Service Provider

(a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Sub contractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and
(b) at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service Provider's Actions Requiring Procuring Entity's Prior Approval

The Service Provider shall obtain the Procuring Entity's prior approval in writing before taking any of the following actions:

- a) Entering into a subcontract for the performance of any part of the Services,
- b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- c) changing the Program of activities; and

- d) Any other action that may be **specified in the SCC**.

3.6 Reporting Obligations

The Service Provider shall submit to the Procuring Entity the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents Prepared by the Service Provider to Be the Property of the Procuring Entity

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Procuring Entity, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

3.8.1 Payments of Liquidated Damages

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

3.8.2 Correction for Over-payment

If the Intended Completion Date is extended after liquidated damages have been paid, the Procuring Entity shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Procuring Entity no later than the date specified in the Form of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Entity, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 day from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in the case of a Performance Bond.

3.10 Fraud and Corruption

The Procuring Entity requires compliance with the Government's Anti-Corruption laws and its prevailing sanctions. The Procuring Entity requires the Service Provider to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the tendering process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

3.11 Sustainable Procurement

The Service Provider shall conform to the sustainable procurement contractual provisions, if and as specified in the SCC.

4 Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix Care hereby approved by the Procuring Entity.

4.2 Removal and/or Replacement of Personnel

- a) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- b) If the Procuring Entity finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity.
- c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5 Obligations of the Procuring Entity

5.1 Assistance and Exemptions

The Procuring Entity shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC**.

5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2(a) or (b), as the case may be.

5.3 Services and Facilities

The Procuring Entity shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6 Payments to the Service Provider

6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub- Clauses 2.4 and 6.3.

6.2 Contract Price

- a) The price payable is **set forth in the SCC**.
- b) Price may be payable in foreign currency, if so allowed in this document.

6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

6.3.2 **If the SCC so specify**, the service provider shall be paid performance incentive compensation asset out in the Performance Incentive Compensation appendix.

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

6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC**. **Unless otherwise stated in the SCC**, the advance payment (Advance for Mobilization, Materials and Supplies) shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period **stated in the SCC**. Any other payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Procuring Entity specifying the amount due.

6.5 Interest on Delayed Payments

If the Procuring Entity has delayed payments beyond thirty (30) days after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in **the SCC**.

6.6 Price Adjustment

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

$$P_c = A_c + B_c L_{mc} / L_{oc} + C_c I_{mc} / I_{oc}$$

Where:

P_c is the adjustment factor for the portion of the Contract Price payable in a specific currency “c”.

A_c , B_c and C_c are coefficients specified in the SCC, representing: A_c the non-adjustable portion; B_c the adjustable portion relative to labor costs and C_c the adjustable portion for other inputs, of the Contract Price payable in that specific currency “c”; and

L_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and L_{oc} is the index prevailing 28 days before Tender opening for labor; both in the specific currency “c”.

I_{mc} is the index prevailing at the first day of the month of the corresponding invoice date and I_{oc} is the index prevailing 28 days before Tender opening for other inputs payable; both in the specific currency “c”.

If a price adjustment factor is applied to payments made in a currency other than the currency of the source of the index for a particular indexed input, a correction factor Zo/Zn will be applied to the respective component factor of p_n for the formula of the relevant currency. Zo is the number of units of Kenya Shillings of the index, equivalent to one unit of the currency payment on the date of the base index, and Zn is the corresponding number of such currency units on the date of the current index.

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

6.7 Day works

6.7.1 If applicable, the Day work rates in the Service Provider's Tender shall be used for small additional amounts of Services only when the Procuring Entity has given written instructions in advance for additional services to be

paid in that way.

6.7.2 All work to be paid for as Day works shall be recorded by the Service Provider on forms approved by the Procuring Entity. Each completed form shall be verified and signed by the Procuring Entity representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.

6.7.3 The Service Provider shall be paid for Day works subject to obtaining signed Day works forms as indicated in Sub-Clause 6.7.2

7 Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Procuring Entity shall be as **indicated in the SCC**. The Procuring Entity shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Procuring Entity may instruct the Service Provider to search for a Defect and to uncover and test any service that the Procuring Entity considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

Correction of Defects, and Lack of Performance Penalty

- a) The Procuring Entity shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Procuring Entity's notice.
- c) If the Service Provider has not corrected a Defect within the time specified in the Procuring Entity's notice, the Procuring Entity will assess the cost of having the Defect corrected, the Service Provider will pay this amount and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8 Settlement of Disputes

8.1 Contractor's Claims

8.1.1 If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Project Manager, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

8.1.2 If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Procuring Entity shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clauses shall apply.

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

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

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

8.1.5.1 This fully detailed claim shall be considered as interim;

- a) The Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and /or amount claimed, and such further particulars as the Project Manager may reasonably require; and
- b) The Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Project Manager.

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

8.1.7 Within the above defined period of 42 days, the Project Manager shall proceed in accordance with Sub-Clause 3.5[Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

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

8.1.9 If the Project Manager does not respond within the time framed fixed in this Clause, either Party may consider that the claim is rejected by the Project Manager and any of the Parties may refer to Arbitration in accordance with Sub-Clause 8.2 [Matters that may be referred to arbitration].

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

8.2 Matters that may be referred to arbitration

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

- a) The appointment of a replacement Project Manager upon the said person ceasing to act.
- b) Whether or not the issue of an instruction by the Project Manager is empowered by these Conditions
- c) Whether or not a certificate has been improperly withheld or is not in accordance with these Conditions.
- e) Any dispute arising in respect of war risks or war damage.
- f) All other matters shall only be referred to arbitration after the completion or alleged completion of the Services or termination or alleged termination of the Contract, unless the Procuring Entity and the Contractor agree otherwise in writing.

8.3 Amicable Settlement

8.3.1 Where a Notice of Dis satisfaction has been given, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 8.1 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

8.4 Arbitration

8.4.1 Any claim or dispute between the Parties arising out of or in connection with the Contract not settled amicably in accordance with Sub-Clause 8.3 shall be finally settled by arbitration. Arbitration shall be conducted in accordance with the Arbitration Laws of Kenya.

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

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

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

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

8.5 Arbitration with proceedings

8.5.1 In case of any claim or dispute, such claim or dispute shall be notified in writing by either party to the other with a request to submit to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed, on the request of the applying party, by the Chairman or Vice Chairman of any of the following professional institutions;

- a) Law Society of Kenya or
- b) Chartered Institute of Arbitrators (Kenya Branch)

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

8.5.3 The arbitration maybe on the construction of this Contractor on any matter or thing of what so ever nature arising there under or in connection there with, including any matter or thing left by this Contract to the discretion of the Project Manager, or the withholding by the Project Manager of any certificate to which the Contractor may claim to been titled to or the measurement and valuation referred to in clause 23.0 of these conditions, or the rights and liabilities of the parties subsequent to the termination of Contract.

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

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

8.5.6 The Arbitrator shall, without prejudice to the generality of his powers, have powers to direct such measurements, computations, tests or valuations as may in his opinion be desirable in order to determine the rights of the parties and assess and award any sums which ought to have been the subject of or included in any certificate.

8.5.7 The Arbitrator shall, without prejudice to the generality of his powers, have powers to open up, review and revise any certificate, opinion, decision, requirement or notice and to determine all matters in dispute which shall be submitted to him in the same manner as if no such certificate, opinion, decision requirement or notice had been given.

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

8.6 Failure to Comply with Arbitrator's Decision

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

9.1 The Adjudicator

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

9.2 The Adjudicator shall be paid by the hour at the rate **specified in the TDS and SCC**, together with reimbursable expenses of the type's **specified in the SCC**, and the cost shall be divided equally between the Procuring Entity and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

B. SPECIAL CONDITIONS OF CONTRACT

SECTION IX - SPECIAL CONDITIONS OF CONTRACT

Nu mbe r of GC clau se	Amendments of, and supplements to, clauses in the General conditions of contract
1.1(a)	The adjudicator is APPOINTED BY THE LAW SOCIETY OF KENYA
1.1(v)	Projector Manager is DIRECTOR/UNIVERSAL SERVICE FUND
1.1(e)	The contract name is OPEN NATIONAL TENDER FOR SUPPLY, DELIVERY, INSTALLATION, REFURBISHMENT AND COMMISSIONING OF LOCAL AREA NETWORK IN SELECTED POSTAL CORPORATION OF KENYA OFFICES IN THE REPUBLIC OF KENYA
1.1 (h)	The procuring entity is COMMUNICATIONS AUTHORITY OF KENYA
1.1(I)	The member in charge is NOT APPLICABLE
1.1(o)	The service provider is THE FIRMS WHOSE TENDER WILL HAVE BEEN ACCEPTED BY THE AUTHORITY
1.1(P)	The service provider is THE FIRMS WHOM THE AUTHORITY WILL HAVE ENTERED INTO CONTRACT FOR PROVISION OF THE WORKS AND SERVICES
1.5	The Inspections and tests shall be conducted at: AT THE NAMED LOCATIONS OF THE POSTAL OFFICES
1.4	<p>The addresses are:</p> <p>Procuring entity: COMMUNICATIONS AUTHORITY OF KENYA Attention; DIRECTOR GENERAL</p> <p>Service provider is AS PROVIDED FOR IN THE BID DOCUMENT ATTENTION: AS PROVIDED FOR IN THE BID DOCUMENT</p>
1.6	<p>The Authorized representatives are</p> <p>For the procuring entity DIRECTOR/USF For service provider AS PROVIDED FOR IN THE BID DOCUMENT</p>
2.1	The date on which the contract shall come into effect is THE DATE OF CONTRACT SIGNING
2.2. 2	The date for commencement of the services IS THE DATE THE INCEPTION MEETING which shall be held within seven (7) days of effective date of the contract
2.3	The intended completion date within 6 months from Commencement date
2.4. 1	Value engineering proposal NOT ALLOWED
3.5d	None
3.7	Restrictions on the use of documents prepared by the services provider is -None
3.8. 1	The liquidated damages rate is 0.5% per week. The maximum amount of liquidated damages for the whole contract is 10% of the final contract price
3.8. 3	The percentage to be used in calculation of lack of performance penalty is 0.5% per week
3.9	<p>A Performance Security SHALL BE required</p> <p><i>The amount of the Performance Security shall be 5% of the total contract sum awarded</i></p> <p>For the services rendered pursuant to services under supply, delivery, installation, refurbishment and commissioning of local area network in selected postal offices in the republic of Kenya, the successful tenderer shall provide a performance security amounting to 5% of the bidders awarded Lots. The performance security to remain valid for 30 days beyond the contract period.</p> <p>However, if the period of installation is extended, the firm shall provide an extension of the performance bond.</p>

THE PERFORMANCE SECURITY SHALL BE IN FORM OF A BANK GUARANTEE AND BE FROM A FINANCIAL INSTITUTION RECOGNIZED BY THE CENTRAL BANK OF KENYA. PERFORMANCE SECURITY FROM INSURANCE COMPANIES NOT ALLOWED.

The Performance security shall be denominated in **IN KENYA SHILLINGS (KES)**

Discharge of the Performance Security shall take place: **NOT LATER THAN THIRTY (30) DAYS FOLLOWING THE DATE OF COMPLETION OF THE SUPPLIER'S OBLIGATION UNDER THE CONTRACT.**

3.11	The Service Provider shall conform to the sustainable procurement contractual provisions
5.3	Appendix F – Not Applicable
6.2(a)	The amount in Kenya shillings AS PER THE WINNING BID PRICE
6.3.1	Appendices D and E – Not applicable
6.3.2	The performance incentive paid to the service provider should be NOT APPLICABLE
6.4	<p>All payments shall be made in Kenya Shillings, within thirty (30) days of receipt of an undisputed Invoice for the amount claimed and/or expended after inspection and acceptance. All such invoices shall be submitted to the Project Manager designated in Clause 1.1 (b) (ii) hereafter for progression. The Authority shall promptly raise any dispute to an invoice no more than seven (7) calendar days from receipt of the invoice.</p> <p>Parties shall clarify and agree on the disputed amount within seven (7) calendar days from the raising of the dispute to invoice.</p> <p>The Supplier and its personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Laws of Kenya, the amount of which is deemed to have been included in the Contract Price.</p> <p>For the avoidance of doubt, and for the purpose of the Contract, it is agreed that the Contract Price is based on the taxes, duties, levies and charges prevailing at the date twenty-eight (28) days prior to the date of Tender submission.</p> <p>If after the date of this Contract, there is any change in the Laws of Kenya with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Supplier's, then the remuneration and reimbursable expenses payable shall be increased or decreased accordingly by agreement between the Parties, provided any such change can only be done if permitted under Section 139 of the Public Procurement and Asset Disposal Act, 2015 and Regulation 132 of the Public Procurement and Asset Disposal Regulations, 2020.</p> <p>Subject to the provisions of Terms of Payment, the Procuring Entity shall pay the Contract Price to the Supplier according to the categories and in the manner specified below. The term "total Contract Price" means the total cost of goods or services under the specific payment category. Delivered, Installed, the Contract Implementation Schedule may trigger pro-rata payments for the portion of the total Contract Price for the category corresponding to the</p>

	<p>goods or services Delivered, Installed, or Operationally Accepted, at unit prices and in the currencies specified in the Price Schedules of the Contract Agreement as follows.</p> <ol style="list-style-type: none"> a. The Authority shall pay 100% of the costs for provision of implementation of the project as contracted upon Inspection and Acceptance of the platform and issuance of completion certificate. b. All payments shall only be made based on satisfactory evidence of each item having been completed, performed, delivered and/or otherwise provided to the satisfaction of the Authority as anticipated under the Contract. c. Advance Payment; NOT APPLICABLE <p>Price variation, if any, will be based on the prevailing consumer price index as provided by Kenya National Bureau of Statistics and inflation rate as provided by the Central Bank of Kenya or any other condition as may be imposed by the Public PPADA,2015 and the PPADR, 2020, provided that any variation within the foregoing parameters shall not exceed fifteen percent (15%) of the original contract price as stipulated under GCC 11.2.</p>
6.5	Payment shall be made within 30 days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within _____ days in the case of the final payment. The interest rate is AS PER THE PUBLIC FINANCE MANAGEMENT ACT .
6.6.1	Price adjustment is SHALL NOT BE APPLICABLE
7.1	The principle and modalities of inspection of the Services by the Procuring Entity are as follows: The Defects Liability Period is NOT APPLICABLE
9.1	The designated Appointing Authority for a new Adjudicator is the LAW SOCIETY OF KENYA
9.2	The Adjudicator will be paid at a rate to be mutually agreed between the Adjudicator, the Procuring Entity and the Service Provider. The applicable reimbursable expenses shall be the costs of a stenographer if one is used.
	The successful tenderer shall complete the BENEFICIAL OWNERSHIP DISCLOSURE FORM provided in the tender document pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020 to provide to the procuring entity the Beneficial Ownership Information in conformity with the Beneficial Ownership Disclosure Form upon receipt of notification of intention to enter into a contract

C. APPENDICES

Appendix A - Description of the Services

Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Entity, etc.

Appendix B - Schedule of Payments and Reporting Requirements

Appendix C - Breakdown of Contract Price

List here the elements of cost used to arrive at the breakdown of the lump-sum price:

1. *Rates for Equipment Usage or Rental or for Personnel (Key Personnel and other Personnel).*
2. *Reimbursable expenditures.*

This appendix will exclusively be used for determining remuneration for additional Services.

Appendix D - Services and Facilities Provided by the Procuring Entity

D. FORMS

SECTION X -CONTRACT FORMS

FORM NO. 1 - PERFORMANCE SECURITY – (Unconditional Demand Bank Guarantee)

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: _____ *[insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

PERFORMANCE GUARANTEE No.: _____

Guarantor:..... *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably under take to pay the Beneficiary any sum or sums not exceeding in total an amount of _____(),¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.
4. This guarantee shall expire, no later than the....Day of....., 2...², and any demand for payment under it must be received by us at this office indicated above on or before that date.
5. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee." _____

[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

FORM No. 2 - PERFORMANCE SECURITY OPTION 2 – (Performance Bond)

[Note: Procuring Entities are advised to use Performance Security–Unconditional Demand Bank Guarantee instead of Performance Bond due to difficulties involved in calling Bond holder to action]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Procuring Entity]*

Date: _____ *[Insert date of issue]*

PERFORMANCE BOND No.: _____

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

1. By this Bond _____ as Principal (hereinafter called "the Contractor") and _____ as Surety (herein after called "the Surety"), are held and firmly bound unto _____ as Obligee (herein after called "the Procuring Entity") in the amount of _____ for the payment of which sum well and truly to be made in the types and proportions of currencies in which the Contract Price is payable, the Contractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.
2. WHEREAS the Contractor has entered into a written Agreement with the Procuring Entity dated the _____ day of _____, 20_____, for _____ in accordance with the documents, plans, specifications, and amendments thereto, which to the extent herein provided for, are by reference made part hereof and are herein after referred to as the Contract.
3. 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 Procuring Entity to be, in default under the Contract, the Procuring Entity having performed the Procuring Entity's obligations there under, 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 Procuring Entity for completing the Contract in accordance with its terms and conditions, and upon determination by the Procuring Entity and the Surety of the lowest responsive Tenderers, arrange for a Contract between such Tenderer, and Procuring Entity 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 here under, 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 Procuring Entity to Contractor under the Contract, less the amount properly paid by Procuring Entity to Contractor; or
 - 3) pay the Procuring Entity the amount required by Procuring Entity to complete the Contract in accordance with its terms and conditions up to a total not exceeding the amount of this Bond.
4. The Surety shall not be liable for a greater sum than the specified penalty of this Bond.
5. Any suit under this Bond must be instituted before the expiration of one year from the date of the issuing of the Taking-Over Certificate. No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Procuring Entity named herein or the heirs, executors, administrators, successors, and assigns of the Procuring Entity.
6. 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 _____ on behalf of _____
by _____ in the capacity of _____
In the presence of _____
SIGNED ON _____ on behalf of _____

By _____ in the capacity
of In the presence of

FORM NO. 3 - ADVANCE PAYMENT SECURITY NOT APPLICABLE

[Demand Bank Guarantee]

[Guarantor letter head or SWIFT identifier code] [Guarantor letter head or SWIFT identifier code]

Beneficiary: _____ [Insert name and Address of Procuring Entity]

Date: _____ [Insert date of issue]

ADVANCE PAYMENTGUARANTEE No.: _____ [Insert guarantee reference number] **Guarantor:** [Insert name and address of place of issue, unless indicated in the letterhead]

1. We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (herein after called "the Contract").
2. Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum _____ () is to be made against an advance payment guarantee.
3. At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ ()¹ upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating either that the Applicant:
 - a) Has used the advance payment for purposes other than the costs of mobilization in respect of the Works; or
 - b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.
4. A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary's bank stating that the advance payment referred to above has been credited to the Applicant on its account number _____ at _____
5. The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates, which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, less provisional sums, has been certified for payment, or on the day of ,² whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.
6. The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed *[six months]* *[one year]*, in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee.

.....
[Name of Authorized Official, signature(s) and seals/stamps]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

FORM NO. 4 BENEFICIAL OWNERSHIP DISCLOSURE FORM

(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)

INSTRUCTIONS TO TENDERERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful tenderer pursuant to Regulation 13 (2A) and 13 (6) of the Companies (Beneficial Ownership Information) Regulations, 2020. In case of joint venture, the tenderer must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Tenderer is any natural person who

Tender Reference No.: _____ [insert identification no] Name of the Tender Title/Description: _____ [insert name of the assignment] to: _____ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: _____ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

Details of beneficial ownership

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name	Directly----- ----- % of shares	Directly.....% of voting rights	1.Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----	1.Exercises significant influence or control over the Company (tenderer) (Yes / No)
	National identity card number or Passport number		Indirectly----- ----- % of shares	2.Is this right held directly or indirectly?: Direct.....	2.Is this right held directly or indirectly?: Yes -----No-- --
	Personal Identification Number (where applicable)				
	Nationality				
	Date of birth				

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
	[dd/mm/yyyy]			Indirect..... .	2. Is this influence or control exercised directly or indirectly? Direct..... Indirect...
2.	Full Name		Directly---- ----- % of shares	Directly.....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes ----No----
	National identity card number or Passport number		Indirectly--- ----- % of shares	Indirectly---- -----% of voting rights	2. Is this right held directly or indirectly?: Direct..... Indirect..... .
	Personal Identification Number (where applicable)				
	Nationality(ies)				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				
	Telephone number				
	Email address				
	Occupation or profession				

	Details of all Beneficial Owners	% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
3. et c.					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;
- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

Name of the Tenderer:[insert complete name of the Tenderer]*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: ** [insert complete name of person duly authorized to sign the Tender]*

Designation of the person signing the Tender: [insert complete title of the person signing the Tender]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date this [insert date of signing] day of [Insert month], [insert year]

Bidder Official Stamp

Tender Reference No.: _____ [insert identification no] Name of the Assignment: _____ [insert name of the assignment] to: _____ [insert complete name of Procuring Entity]

In response to your notification of award dated _____ [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

V) We here by provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)
[include full name (last, middle, first), nationality, country of residence]			

OR

ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant.*

OR

iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]*

Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.

Directly or indirectly having the right to appoint a majority of the board of directors or equivalent

governing body of the Consultant]"

Name of the Consultant:[insert complete name of the Consultant]_____*

*Name of the person duly authorized to sign the Proposal on behalf of the Consultant: ** [insert complete name of person duly authorized to sign the Proposal]*

Title of the person signing the Proposal: [insert complete title of the person signing the Proposal]

Signature of the person named above: [insert signature of person whose name and capacity are shown above]

Date signed [insert date of signing] day of [Insert month], [insert year]

** In the case of the Proposal submitted by a Joint Venture specify the name of the Joint Venture as Consultant. In the event that the Consultant is a Joint venture, each reference to "Consultant" in the Beneficial Ownership Disclosure Form (including this Introduction there to) shall be read to refer to the joint venture member.*

*** Person signing the Proposal shall have the power of attorney given by the Consultant. The power of attorney shall be attached with the Proposal Schedules.*