KENYA WILDLIFE SERVICE

PROPOSED CONSTRUCTION OF THEMWE GATE AND ASSOCIATED FACILITIES AT MT KENYA NATIONAL PARK.

TENDER DOCUMENT

SECTION I:	INVITATION TO TENDER
SECTION II:	INSTRUCTIONS TO TENDERERS
SECTION III:	APPENDIX TO INSTRUCTION TO TENDERERS
SECTION IV:	CONDITIONS OF CONTRACT
SECTION V:	APPENDIX TO CONDITIONS OF CONTRACT
SECTION VI:	STANDARD FORMS
SECTION VII:	PRICING PREAMBLES
SECTION VIII:	PRELIMINARIES
SECTION IX:	BILLS OF QUANTITIES
SECTION X:	DRAWINGS

CLOSING DATE & TIME:

30TH JUNE, 2021: 12:00 NOON

TENDER DOCUMENT

Bid No. KWS/OT/BF/67/2020-2021

THE DIRECTOR GENERAL
KENYA WILDLIFE SERVICE
PO. BOX 40241
NAIROBI

JUNE 2021

PROPOSED CONSTRUCTION OF THEMWE GATE AND ASSOCIATED FACILITIES AT MT KENYA NATIONAL PARK.

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SECTION I

INVITATION FOR TENDERS

Tender No. KWS/OT/BF/67/2020-2021

PROPOSED CONSTRUCTION OF THEMWE GATE AND ASSOCIATED FACILITIES AT MT KENYA NATIONAL PARK.

1.1 The Director General, Kenya Wildlife Service P.O. Box 40241 Nairobi invites sealed tenders from ALL contractors for the proposed construction of Themwe Gate and associated facilities at Mt Kenya national park.

1.2 Eligible candidates may obtain further information at Office Head Supplies Chain Management, Kenya Wildlife Service headquarters, Langa'ta Road. P.O. Box 40241 Nairobi during normal working hours or via email: hps@kws.go.ke

1.3 A complete set of tender documents may be obtained for free by shortlisted candidates from the Office of Head Supplies Chain Management, Kenya Wildlife Service headquarters, Langa'ta Road. P.O. Box 40241 Nairobi during normal working hours.

1.4 Prices quoted should **be inclusive of all taxes**, must be in Kenya shillings and shall **remain valid for (90) days from the closing date of tender. Bid security shall be valid for 120 days**

1.5 Completed tender documents are to be enclosed in plain sealed envelopes marked with Tender name and reference number and deposited in the Tender Box at Main Reception Lobby, Main Entance, **KWS Headquarters, Langa'ta Road P.O. Box 40241, Nairobi <u>to be received on or before 30th June, 2021 at 12.00noon</u>.** Non compliance to the foregoing rules of submission shall lead to automatic disqualification

1.6 Tenders will be opened immediately thereafter in the presence of the candidates or their representatives who choose to attend.

SECTION I

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SECTION II

INSTRUCTIONS TO TENDERERS

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INSTRUCTIONS TO TENDERERS.

1. 1. General/Eligibility/Qualifications/Joint venture/Cost of tendering

1.1 The Employer as defined in the Appendix to Conditions of Contract invites tenders for Works Contract as described in the tender documents. The successful tenderer will be expected to complete the Works by the Intended Completion Date specified in the tender documents.

1.2 All tenderers shall provide the Qualification Information, a statement that the tenderer (including all members of a joint venture and subcontractors is not associated, or has not been associated in the past, directly or indirectly, with the Consultant or any other entity that has prepared the design, specifications, and other documents for the project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the Works, and any of its affiliates, shall not be eligible to tender.

1.3 All tenderers shall provide in the Form of Tender and Qualification Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.

1.4 All tenderers shall include the following information and documents with their tenders, unless otherwise stated by (The Public Procurement and Asset Disposal Act, 2015 (preference and reservations) where applicable.

(a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; registration certificate With National Construction Authority as a general building contractor category **NCA-8** or above and valid Tax Compliance certificate written power of attorney of the signatory of the tender to commit the tenderer:

(b) total monetary value of construction work performed for each of the last five years:

(c) Details of similar major contracts in the last 5yrs, experience as main contractor in the construction of at least two works of a nature and complexity equivalent to the Works (Kshs. 5 million) over the last 5 years (to comply with this requirement, works cited should be at least 70 percent complete); supported by copies of award letter Signed form of Contract/Agreement.

(d) Major items of construction equipment proposed to carry out the Contract and an undertaking that they will be available for the Contract.

(e) Qualifications and experience of key site management and technical personnel (project manager, site agent and foreman) proposed for the Contract and an undertaking that they shall be available for the Contract.

(f) Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the past ; OR certified bank statement for the last 24 months immediately preceding tender closing date.

(g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);

(h) authority to seek references from the tenderer's bankers;

(i) information regarding any litigation, current or during the last five years, in which the tenderer is involved, the parties concerned and disputed amount; and

(j) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price.

1.5 Tenders submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated:

(a) the tender shall include all the information listed in clause 1.5 above for each joint venture partner;

(b) the tender shall be signed so as to be legally binding on all partners;

(c) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

(d) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; and

(e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

1.6 To qualify for award of the Contract, tenderers shall meet the following minimum qualifying criteria;

(a) annual volume of construction work of at least 2.0 times the estimated annual cashflow for the Contract;

(b) experience as main contractor in the construction of at least two works of a nature and complexity equivalent to the Works over the last 5 years (to comply with this requirement, works cited should be at least 70 percent complete);

(c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed as required for the Works;

(d) a project manager, a site agent and foreman each with requisite' experience in works of an equivalent nature and volume, besides relevant academic qualifications supported by academic certificates and signed curriculum vitae

(e) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 3 months of the estimated payment flow under this Contract.

1.7 The figures for each of the partners of a joint venture shall be added together to determine the tenderer's compliance with the minimum qualifying criteria of clause 1.7 (a) and (e); however, for a joint venture to qualify, each of its partners must meet at least 25 percent of minimum criteria 1.7 (a), (b) and (e) for an individual tenderer, and the partner in charge at least 40 percent of those minimum criteria. Failure to comply with this requirement will result in rejection of the joint venture's tender. Subcontractors' experience and resources will not be taken into account in determining the tenderer's compliance with the qualifying criteria, unless otherwise stated.

1.8 Each tenderer shall submit only one tender, either individually or as a partner in a joint venture. A tenderer who submits or participates in more than once in same tender either in capacity of director/proprietor in a different company (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the tenderer's participation to be disqualified.

1.9 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible or liable for those costs.

1.10 The tenderer, at the tenderer's own responsibility and risk, is encouraged to visit and examine the Site of the Works and its surroundings, and obtain all information that may be necessary for preparing the tender and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the tenderer's own expense. No claims arising from non compliance with the foregoing shall be entertained by the employer

1.11 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.

1.12 Contractors who have been issued with a Default Notice or in any termination proceedings for non performance in any Government funded project are ineligible to tender for these works.

2. Tender Documents

2.1 The complete set of tender documents comprises the documents listed below and any addenda issued in accordance with Clause 2.4. or such other documents that may be issued by the employer to supplement or compliment the listed documents

(a) These Instructions to Tenderers
(b) Form of Tender and Qualification Information
(c) Conditions of Contract
(d) Appendix to Conditions of Contract
(e) Specifications
(f) Drawings
(g) Bills of Quantities
(h) Forms of Securities

2.2 The tenderer shall examine all Instructions, Forms to be filled and Specifications in the tender documents. Failure to furnish all information required by the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the tenderer's risk and may result in rejection of his tender.

2.3 A prospective tenderer making an inquiry relating to the tender documents may notify the Employer in writing or by cable, telex or facsimile at the address indicated in the letter/advert of invitation to tender. The Employer will only respond to requests for clarification received earlier than seven days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.

2.4 Before the deadline for submission of tenders, the Employer may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or by cable, telex or facsimile to all tenderers. Prospective tenderers shall acknowledge receipt of each addendum in writing to the Employer.

2.5 To give prospective tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer

shall extend, as necessary, the deadline for submission of tenders, in accordance with Clause 4.2 here below.

3. Preparation of Tenders

3.1 All documents relating to the tender and any correspondence shall be in English language.

3.2 The tender submitted by the tenderer shall comprise the following:

(a) These Instructions to Tenderers, Form of Tender, Conditions of Contract, Appendix to Conditions of Contract and Specifications;

(b) Tender Security;

(c) Priced Bill of Quantities ;

(d) Qualification Information Form and Documents;

(e) Alternative offers where invited; and

(f) Any other materials required to be completed and submitted by the tenderers.

3.3 The tenderer shall fill in rates and prices for all items of the Works described in the Bill of Quantities. Items for which no rate or price is entered by the tenderer will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All duties, taxes, and other levies payable by the Contractor under the Contract, or for any other cause relevant to the Contract, as of 30 days prior to the deadline for submission of tenders, shall be included in the billed item rates forming tender price submitted by the tenderer.

3.4 The rates and prices quoted by the tenderer shall only be subject to adjustment during the performance of the Contract if provided for in the Appendix to Conditions of Contract and provisions made in the Conditions of Contract.

3.5 The unit rates and prices shall be in Kenya Shillings.

3.6 Tenders shall remain valid for a period of **(90)** days from the date of submission. However in exceptional circumstances, the Employer may request that the tenderers extend the period of validity for a specified additional period. The request and the tenderers' responses shall be made in writing. A tenderer may refuse the request without forfeiting the Tender Security. A tenderer agreeing to the request will not be required or permitted to otherwise modify

the tender, but will be required to extend the validity of Tender Security for the period of the extension, and in compliance with Clause 3.7 - 3.11 in all respects.

3.7 The tenderer shall furnish, as part of the tender, an original Bid Bond of **Kenya Shillings Two Hundred and Fifty Thousand only (Kshs. 250,000/=)** issued in Kenya Shillings or a freely convertible currency and in the form of bank guarantee, or an insurance guarantee from PPRA approved Insurance Companies and valid for a period of 120 days from the date of tender opening

3.8 The format of the Tender Security should be in accordance with the form of Tender Security included in Section V- Standard forms or any other form acceptable to the Employer. Tender Security shall be valid for **30 days** beyond the validity of the tender.

3.9 Any tender not accompanied by an acceptable Tender Security shall be rejected. The Tender Security of a joint venture must define as "Tenderer" all joint venture partners and list them in the following manner: a joint venture consisting of"……","……",and "……".

3.10 The Tender Securities of unsuccessful tenderers will be returned within 28 days of the end of the tender validity period specified in Clause 3.6.

3.11 The Tender Security of the successful tenderer will be discharged when the tenderer has signed the Contract Agreement and furnished the required Performance Security.

3.12 The Tender Security may be forfeited

(a) if the tenderer withdraws the tender after tender opening during the period of tender validity;

(b) if the tenderer does not accept the correction of the tender price, pursuant to Clause 5.7;

(c) in the case of a successful tenderer, if the tenderer fails within the specified time limit to

(i) sign the Agreement, or

(ii) Furnish the required Performance Security.

3.13 Tenderers shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. Alternatives will not be considered, unless specifically allowed in the invitation to tender. If so allowed, tenderers wishing to offer technical alternatives to the requirements of the tendering documents must

also submit a tender that complies with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. In addition to submitting the basic tender, the tenderer shall provide all information necessary for a complete evaluation of the alternative, including design calculations, technical specifications, breakdown of prices, proposed construction methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated tender conforming to the basic technical requirements shall be considered.

3.14 The tenderer shall prepare one original of the documents comprising the tender documents as described in Clause 3.2 of these Instructions to Tenderers, bound with the volume containing the Form of Tender,

3.15 and clearly marked "ORIGINAL". In addition, the tenderer shall submit **Nil .** copies of the tender, in the number specified in the.

3.16 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 authorised to sign on behalf of the tenderer, as the case may be. All pages of the tender where alterations or additions have been made shall be initialled by the person or persons signing the tender.

3.17 Clarification of tenders shall requested by the tenderers to be received by the procuring entity not later than 7 days prior to the deadline for submission of tenders.

3.18 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

4. Submission of Tenders

4.1 The tenderer shall seal the original and all copies of the tender in two inner envelopes and one outer envelope, duly marking the inner envelopes as "**ORIGINAL**" and "**COPIES**" as appropriate. The inner and outer envelopes shall:

(a) be addressed to the Employer at the address provided in the invitation to tender;

(b) bear the name and identification number of the Contract as defined in the invitation to tender; and

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

4.2 Tenders shall be delivered to the Employer at the address specified above not later than the time and date specified in the invitation to tender. However, the Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Sub-Clause 2.5 in which case all rights and obligations of the Employer and the tenderers previously subject to the original deadline will then be subject to the new deadline.

4.3 Any tender received after the deadline prescribed in clause 4.2 will be returned to the tenderer un-opened.

4.4 Tenderers may modify or withdraw their tenders by giving notice in writing before the deadline prescribed in clause 4.2. Each tenderer's modification or withdrawal notice shall be prepared, sealed, marked,
and delivered in accordance with clause 3.13 and 4.1, with the outer and inner envelopes additionally marked "**MODIFICATION"** and "**WITHDRAWAL**", as appropriate. No tender may be modified after the deadline for submission of tenders.

4.5 Withdrawal of a tender between the deadline for submission of tenders and the expiration of the period of tender validity specified in the invitation to tender or as extended pursuant to Clause 3.6 may result in the forfeiture of the Tender Security pursuant to Clause 3.11.

4.6 Tenderers may only offer discounts to, or otherwise modify the prices of their tenders by submitting tender modifications in accordance with Clause 4.4 or be included in the original tender submission

5. Tender Opening and Evaluation

5.1 The tenderers' names, the tender prices, the total amount of each tender and of any alternative tender (if alternatives have been requested or permitted), any discounts, tender modifications and withdrawals, the presence or absence of Tender Security, and such other details as may be considered appropriate, will be announced by the Employer at the opening. Minutes of the tender opening, including the information disclosed to those present will be prepared by the Employer.

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

5.3 To assist in the examination, evaluation, and comparison of tenders, the Employer at his discretion, may ask any tenderer for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, telex or facsimile but no change in the price or substance of the tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with Clause 5.7.

5.4 Prior to the detailed evaluation of tenders, the Employer will determine whether each tender (a) meets the eligibility criteria defined in Clause 1.7;(b) has been properly signed; (c) is accompanied by the required securities; and (d) itemized bills of quantities is fully priced (e) is substantially responsive to the requirements of the tendering documents. A substantially responsive tender is one which conforms to all the terms, conditions and specifications of the tendering documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the works; (b) which limits in any substantial way, inconsistent with the tendering documents, the Employer's rights or the tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other tenderers presenting substantially responsive tenders.

5.5 If a tender is not substantially responsive, it will be rejected, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

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

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

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Employer, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.

(c) In the event of a discrepancy between the tender amount as stated in the Form of Tender and the corrected tender figure in the main summary of the Bill of Quantities, the amount as stated in the Form of Tender shall prevail.

(d) The Error Correction Factor shall be computed by expressing the difference between the tender amount and the corrected

tender sum as a percentage of the corrected Builder's Work (i.e. Corrected tender sum less P.C. and Provisional Sums)

(e) The Error Correction Factor shall be applied to all Builder's Work (as a rebate or addition as the case may be) for the purposes of valuations for Interim Certificates and valuation of variations.

(f) the amount stated in the tender will be adjusted in accordance with the above procedure for the correction of errors and, with concurrence of the tenderer, shall be considered as binding upon the tenderer. If the tenderer does not accept the corrected amount, the tender may be rejected and the Tender Security may be forfeited in accordance with clause 3.11.

(g) in the event the magnitude of arithmetical error discovered as here-before described exceeds 2.5% of amount stated in the form of tender the bid shall be declared non responsive and ineligible for award.

5.7 The Employer will evaluate and compare only the tenders determined to be substantially responsive in accordance with Clause 5.5 & 5.6 evaluation shall be in accordance with criteria set out in the appendix to instruction to bidders

5.8 In evaluating the tenders, the Employer will determine for each tender the evaluated tender price by adjusting the tender price as follows:

(a) making any correction for errors pursuant to clause 5.7;

(b) Excluding provisional sums and the provision, if any, for contingencies in the Bill of Quantities, but including Day works where priced competitively.

(c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with clause 3.12; and

(d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with clause 4.6

5.9 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Employer will not be taken into account in tender evaluation.

5.10 The tenderer shall not influence the Employer on any matter relating to his tender from the time of the tender opening to the time the Contract is awarded. Any effort by the Tenderer to influence the Employer or his employees in his decision on tender evaluation, tender comparison or Contract award may result in the rejection of the tender.

5.11 Firms incorporated in Kenya where indigenous Kenyans own 51% or more of the share capital shall be allowed a 10% preferential bias provided that they do not sub-contract work valued at more than 50% of the Contract Price excluding Provisional Sums to an Non-indigenous sub-contractor.

6. Award of Contract

6.1 Subject to Clause 6.2, the award of the Contract will be made to the tenderer whose tender has been determined to be substantially responsive to the tendering requirements as set out in tender documents and in appendix to instruction to bidders and who has offered the lowest evaluated tender price.

6.2 Notwithstanding clause 6.1 above, the Employer reserves the right to accept or reject any tender, and to cancel the tendering process and reject all tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the action.

6.3 The tenderer whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by cable, telex or facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum (hereinafter and in all Contract documents called the "Contract Price") that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. At the same time the other tenderers shall be informed that their tenders have not been successful.

The contract shall be formed on the parties signing the contract.

6.4 The Agreement will incorporate all agreements between the Employer and the successful tenderer. Within 14 days of receipt the successful tenderer will sign the Agreement and return it to the Employer.

6.5 Within 28 days after receipt of the Letter of Notification/Acceptance, the successful tenderer shall deliver to the Employer a Performance Security in the amount stipulated in the Appendix to Conditions of Contract and in the form stipulated in

the Tender documents. The Performance Security shall be in the amount and specified form

6.6 Failure of the successful tenderer to comply with the requirements of clause 6.5 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Tender Security.

6.7 Upon the furnishing by the successful tenderer of the Performance Security, the Employer will promptly notify the other tenderers that their tenders have been unsuccessful.

6.8 Preference where allowed in the evaluation of tenders shall not be allowed for contracts not exceeding one year (12 months)

6.9 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

6.10 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

6.11 Where contract price variation is allowed, the valuation shall not exceed 25% of the original contract price.

6.12 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

6.13 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

6.14 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

7. Corrupt and Fraudulent practices

7.1 The procuring entity requires that tenderers observe the highest standards of ethics during procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt and fraudulent practices.

SECTION III

APPENDIX TO INSTRUCTION T0 TENDERERS

The following information for procurement of works shall complement or amend the provisions of the instruction to tenderers, wherever there is a conflict between the provisions of the instruction to tenderers and the provisions of the appendix the provisions of the appendix herein shall prevail

Particulars of appendix to instruction to tenderers

(a) Submission of bids

The tender submitted should comprise the following documents **PRESENTED IN THE ORDER GIVEN BELOW**- Marks to be awarded for presentation. Further the document must be sequentially paginated and book or tape bound.

A. Tender Security as stipulated in advert or invitation to bid in strict adherence to format provided herewith
B. Duly filled and signed form of tender,
C. Dully filled itemized bills of quantities
D. Serially paginated document
E. A signed declaration that the bidder will not engage in any corrupt or fraudulent practice.
F. **Certified copy** of Certificate of incorporation/business Registration Certificate
G. **Certified** copy of current CR12, not older than six months from date of tender closing
H. Confidential Business Questionnaire Ref: tender document page 61-62
I. copy Registration certificate with National Construction Authority as a general buildings contractor Category **NCA-8** or above,
J. **Certified** current Power of attorney to sign tender documents, not older than six months from date of tender closing .
K. Valid Tax Compliance Certificate
L. **Certified** valid Single Business Permit from respective county government
M. authority to seek references from the tenderer's Bankers
N. Attorney authenticated Litigation history For the past three years 2018,2019,2020
O. audited accounts for the last Two years or **CERTIFIED** copies of bank statements covering a period of at least 24 months prior to the date of the tender closing. The copies should be certified by the Bank issuing the statements. Annual volume of construction work of Kshs. 20 million per year borne from turnover in audited accounts for the past two years, or cumulative volume of transactions evidenced in bank statement

P. Program of works showing clearly the sequencing of project activities within pre determined contract period within which the works shall be carried out to completion and cash-flow projection showing clearly expected monthly cash disbursement over the contract duration based on tender sum quoted.

Q. Key staff competency profiles (project manager & Site agent, Foreman) Qualifications and experience of key site management and technical personnel proposed for the contract supported by academic and professional certificates in addition to signed curriculum vitae, Project manager, site agent and foreman

- An project manager with a minimum of 5 years specific experience in building construction supervision or works of an equivalent nature and volume, with a minimum of degree in - architecture/civil engineering/quantity surveying, field or equivalent from a recognised Institution

- A Site Agent with a minimum of 3 years specific experience in building construction works or works of an equivalent nature and volume, with a minimum of Higher National Diploma in buildings related course or equivalent from a recognized institution.

- A foreman with a minimum of 3 years specific experience in building (construction works or works of an equivalent nature and volume, with a minimum of An Ordinary Diploma in building related course or equivalent from a recognized institution

R. Details of experience as main contractor in the construction of at least two works of a nature and complexity equivalent to the Works (kshs 10 million) over the last 5 years (to comply with this requirement, works cited should be at least 70 percent complete); supported by copies of award letter, or extract form of Signed Agreement and At least recommendation letters per job from Qualified and registered engineer or architect who was been directly involved in supervision of the works. Recommendation by professional to be accompanied by copy of respective professional registration certificate or practicing license. The recommendation letter should highlight among other things the

i. name of the project,
ii. contract value,
iii. Client name, client physical addresses, client email/telephone number.
iv. Status of completeness of the work or otherwise.

NB: Professional recommendations not accompanied referees certificates/license and vice versa shall be disregarded for purposes of evaluation

S. Evidence of Liquid assets and or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be

made under the Contract, of no less than 3 months of the estimated payment flow under this Contract. i.e. to mean Evidence of liquid assets or credit facilities, either from the bank credit facilities , credit facilities from major relevant materials suppliers, manufacturers or dealers all adding up to a minimum Cumulative facility of Kshs 2.7 million

T. Adequate equipment for the specified type of Work giving details and evidence as to whether owned or leased, Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment as required for the Works – if owned then copies of logbooks Must be attached, for lease or hire, to be supported by lease/hire agreement

b) Tender Evaluation Criteria.

The following criteria shall be used in evaluation of all bids.

1.1 Mandatory Requirements (failure to fully comply shall lead to disqualification)

A. Tender Security as stipulated in advert or invitation to bid in strict adherence to format provided herewith
B. Duly filled and signed form of tender
C. Dully filled itemized bills of quantities
D. Serially paginated document
E. A signed declaration that the bidder will not engage in any corrupt or fraudulent practice.
F. **Certified copy** of Certificate of incorporation/business Registration Certificate
G. **Certified** copy of current CR12, not older than six months from date of tender closing
H. Confidential Business Questionnaire Ref: tender document page 61-62
I. copy Registration certificate with National Construction Authority as a general buildings contractor Category **NCA-8** or above,
J. **Certified** current Power of attorney to sign tender documents, not older than six months from date of tender closing .
K. Valid Tax Compliance Certificate
L. **Certified** valid Single Business Permit from respective county government
M. Tender specific authority to seek references from the tenderer's Bankers
N. Attorney authenticated Litigation history For the past three years 2018,2019,2020
O. Audited accounts for the past Two years preceding closure of tender or **CERTIFIED** copies of bank statements covering a period of at least 24 months prior to the date of the tender closing.

1.2 Technical evaluation requirements

Any tenderer who fails to submit or meet the mandatory requirements will be disqualified and will not be eligible to proceed to technical evaluation stage

Score sheet					Marks
1	**Document presentation** **Total Marks 3**	Presentation, page numbers and manner of binding		Orderly presentation	**2**
				Tape or book binding	**1**
2	**EQUIPMENT** **Total Marks 10**	Ownership list of required equipment and/or Current authorization letter of hiring from M&T or reputable hiring company		**No required**	
			7 ton truck	**1**	**4**
			I ton pick - up truck	**1**	**3**
			Concrete mixer	**1**	**1.5**
			Porker vibrator	**1**	**1.5**
3	**KEY PERSONNEL** **Total Marks 20**	Provide List Key Site technical staff, their • CVs and resume. – • General Experience (CV), • -Certified Qualification Certificate,	Project manager	**Degree** in Civil Eng/architecture/quantity surveying	**3**
				Exp. 5 Yrs and above	**3**
				Signed CV	**2**
			Site Agent	**Higher national dip** in building related course	**2**
				Exp. 3 Yrs and above	**2**
				Signed CV	**2**
			Foreman	**ordinary dip** in building related course	**2**
				Exp. 3 Yrs and above	**2**
				Signed CV	**2**
4	**PAST RELEVANT WORK EPERIENCE** **Total marks 30 marks**	Details of experience as main contractor in the construction of at least two works of a nature and complexity equivalent to the Works (kshs 10 million) over the last 5 years (to comply with this requirement, works cited should be at least 70 percent complete);	Job (1) Kshs 10m or above- copy award letter or signed agreement		**5**
			Recommendation letter from professional referee in respect to job (1) above		**5**
			Referees registration certificate or practicing license Job (1) above		**5**
			Job (2) Kshs 10m or above- copy award letter or signed agreement		**5**
			Recommendation letter from professional referee in respect to job (2) above		**5**
			Referees registration certificate or practicing license Job (2) above		**5**
5	**LITIGATION HISTORY** **Total marks 3**	Record of litigation in the previous 3 years. Attach Authenticated litigation history		2018	**1**
				2019	**1**
				2020	**1**
6	**FINANCIAL CAPABILITY** **Total marks 22**	Certified audited accounts for the last Two (2) yrs , or bank statements last 24 months	Average construction turnover. 20 Million per financial year	2019	**6**
				2020	**6**
		Evidence of liquid assets or credit facilities, either from the bank credit facilities , credit facilities from major		Kshs 3.0million	**10**

		relevant materials suppliers, manufacturers or dealers all adding up to a minimum Cumulative facility of kshs 3.0 million		
7	**WORK EXECUTION PROGRAMME** **Total Marks 12**	Working Schedule and Projected Cash flow	Work Programme	**6**
			Cash flow plan	**6**
TOTAL SCORE				**100**

A cut off point of **70** score shall apply meaning that any firm that scores below 70 points on the 100 points scale in technical evaluation, shall be deemed to be non responsive and thus not eligible for financial evaluation.

1.3 Financial Evaluation

Financial evaluation of bids that meet minimum technical criteria will be done. To ascertain compliance to requirements set out in the tender document.
To qualify for award the bidder must satisfy the following financial eligibility criteria

(a) The bidder must concur to verification of bid correctness in line with instruction to bidders clause 5.7
(b) in the event the magnitude of arithmetical error discovered exceeds 2.5% of amount stated in the form of tender the bid shall declared non responsive and ineligible for award.
(c) Prices quoted must be valid for 90 days

1.4 Award

The award of the Contract will be made to the lowest evaluated tenderer whose tender has been determined to be substantially responsive and in full compliance to the mandatory, technical and financial evaluation requirements.

NB: Post Qualification & Due Diligence

Prior to recommendation for award the employer reserves the right to make physical visit to successful bidders premises or works undertaken or both to undertake due diligence. Should there emanate evidence of material discrepancy or inconsistencies between the information submitted by the bidder and actual circumstances on the ground as witnessed during due diligence, then this shall form a sufficient ground for rejection of the bid in spite of having fulfilled all other relevant evaluation criteria requirements, in which event the Procuring Entity will proceed to the next lowest evaluated Tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

SECTION IV CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. Definitions

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

"Bill of Quantities" means the priced and completed Bill of Quantities forming part of the tender.

"Compensation Events" are those defined in Clause 24 hereunder.

"The Completion Date" means the date of completion of the Works as certified by the Project Manager, in accordance with Clause 31.

"The Contract" means the agreement entered into between the Employer and the Contractor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein to execute, complete, and maintain the Works,

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

"The Contractor's Tender"is the completed tendering document submitted by the Contractor to the Employer.

"The Contract Price" is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

"Days" are calendar days; **"Months"** are calendar months.

"A Defect" is any part of the Works not completed in accordance with the Contract.

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

"The Defects Liability Period" is the period named in the Contract Data and calculated from the Completion Date.

"Drawings" include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

"Dayworks" are Work inputs subject to payment on a time basis for labour and the associated materials and plant.

"Employer", or the **"Procuring entity"** as defined in the Public Procurement Regulations (i.e. Central or Local Government administration, Universities, Public Institutions and Corporations, etc) is the party who employs the Contractor to carry out the Works.

"Equipment" is the Contractor's machinery and vehicles brought temporarily to the Site for the execution of the Works.

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

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

"Plant" is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

"Project Manager" is the person named in the Appendix to Conditions of Contract (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager who is responsible for supervising the execution of the Works and administering the Contract and shall be an "**Architect**" or a "**Quantity Surveyor**" registered under the Architects and Quantity Surveyors Act Cap 525 or an **"Engineer"** registered under Engineers Registration Act Cap 530.

"Site" is the area defined as such in the Appendix to Condition of Contract.

"Site Investigation Reports" are those reports that may be included in the tendering documents which are factual and interpretative about the surface and subsurface conditions at the Site.

"Specifications" means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

"Start Date" is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with the Site possession date(s).

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

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

"A Variation" is an instruction given by the Project Manager which varies the Works.

"The Works" are what the Contract requires the Contractor to construct, install, and turnover to the Employer, as defined in the Appendix to Conditions of Contract.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning in English Language unless specifically defined. The Project Manager will provide instructions clarifying queries about these Conditions of Contract.

2.2 If sectional completion is specified in the Appendix to Conditions of Contract, reference in the Conditions of Contract to the Works, the Completion Date and the Intended Completion Date apply to any section of the Works (other than references to the Intended Completion Date for the whole of the Works).

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

(1) Agreement,

(2) Letter of Acceptance,

(3) Contractor's Tender,

(4) Appendix to Conditions of Contract,

(5) Conditions of Contract,

(6) Specifications,

(7) Drawings,

(8) Bill of Quantities,

(9) Any other documents listed in the Appendix to Conditions of Contract as forming part of the Contract.

Immediately after the execution of the Contract, the Project Manager shall furnish both the Employer and the Contractor with two copies each of all the Contract documents. Further, as and when necessary the Project Manager shall furnish the Contractor

always with a copy to the Employer] with three [3] copies of such further drawings or details or descriptive schedules as are reasonably necessary either to explain or amplify the Contract drawings or to enable the Contractor to carry out and complete the Works in accordance with these Conditions.

3. Language and Law

3.1 Language of the Contract and the law governing the Contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

4 Project Manager's Decisions

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

5 Delegation

5.1 The Project Manager may delegate any of his duties and responsibilities to others after a notifying the Contractor in writing.

6 Communications

6.1 Communication between parties shall be effective only when in writing. A notice shall be effective only when it is delivered.

7 Subcontracting

7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor's obligations.

8 Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities etc. as listed in the Appendix to Conditions of Contract and also with the Employer, as per the directions of the Project Manager. The Contractor shall also provide facilities and services for them. The Employer may modify the said List of Other Contractors etc., and shall notify the Contractor of any such modification.

9 Personnel

9.1 The Contractor shall employ the key personnel named in the Qualification Information, to carry out the functions stated in the said Information or other personnel approved by the Project Manager. The Project Manager will approve any proposed

replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Qualification Information. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Work in the Contract.

10 Works

10.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

11 Safety and Temporary Works

11.1 The Contractor shall be responsible for the design of temporary works. However before erecting the same, he shall submit his designs including specifications and drawings to the Project Manager and to any other relevant third parties for their approval. No erection of temporary works shall be done until such approvals are obtained.

11.2 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary works and all drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before they can be used.

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

12. Discoveries

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

13. Work Program

13.1 Within the time stated in the Appendix to Conditions of Contract, the Contractor shall submit to the Project Manager for approval a program showing the general methods, arrangements, order, and timing for all the activities in the Works. An update of the program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the

remaining Work, including any changes to the sequence of the activities.

The Contractor shall submit to the Project Manager for approval an updated program at intervals no longer than the period stated in the Appendix to Conditions of Contract. If the Contractor does not submit an updated program within this period, the Project Manager may withhold the amount stated in the said Appendix from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted. The Project Manager's approval of the program shall not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Project Manager again at any time. A revised program shall show the effect of Variations and Compensation Events.

14. Possession of Site

14.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Appendix to Conditions of Contract, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.

15. Access to Site

15.1 The Contractor shall allow the Project Manager and any other person authorized by the Project Manager, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

16. Instructions

16.1 The Contractor shall carry out all instructions of the Project Manager which are in accordance with the Contract.

17. Extension or Acceleration of Completion Date

17.1 The Project Manager shall extend the Intended Completion Date if a Compensation Event occurs or a variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date without the Contractor taking steps to accelerate the remaining Work, which would cause the Contractor to incur additional cost. The Project Manager shall decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking the Project Manager in writing for a decision upon the effect of a Compensation Event or variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay caused by such failure shall not be considered in assessing the new (extended) Completion Date.

17.2 No bonus for early completion of the Works shall be paid to the Contractor by the Employer.

18. Management Meetings

18.1 A Contract management meeting shall be held monthly and attended by the Project Manager and the Contractor. Its business shall be to review the plans for the remaining Work and to deal with matters raised in accordance with the early warning procedure. The Project Manager shall record the minutes of management meetings and provide copies of the same to those attending the meeting and the Employer. The responsibility of the parties for actions to be taken shall be decided by the Project Manager either at the management meeting or after the management meeting and stated in writing to all who attended the meeting.

19. Early Warning

19.1 The Contractor shall warn the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the Work, increase the Contract Price or delay the execution of the Works. The Project Manager may require the Contractor to provide an estimate of the expected effect of the future event or circumstance on the Contract Price and Completion Date. The estimate shall be provided by the Contractor as soon as reasonably possible.

19.2 The Contractor shall cooperate with the Project Manager in making and considering proposals on how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the Work and in carrying out any resulting instructions of the Project Manager.

20. Defects

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

20.2 The Project Manager shall give notice to the Contractor of any defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Appendix to Conditions of Contract. The Defects Liability Period shall be extended for as long as defects remain to be corrected.

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

21. Bills Of Quantities

21.1 The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rate in the Bills of Quantities for each item.

21.2 If the final quantity of the Work done differs from the quantity in the Bills of Quantities for the particular item by more than 25 percent and provided the change exceeds 1 percent of the Initial Contract price, the Project Manager shall adjust the rate to allow for the change.

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

22. Variations

22.1 All variations shall be included in updated programs produced by the Contractor.

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

22.3 If the work in the variation corresponds with an item description in the Bills of Quantities and if in the opinion of the Project Manager, the quantity of work is not above the limit stated in Clause 21.2 or the timing of its execution does not cause the cost per unit of quantity to change, the rate in the Bills of Quantities shall be used to calculate the value of the variation. If the cost per unit of quantity changes, or if the nature or timing of the work in the variation does not correspond with items in the Bills of Quantities, the quotation by the Contractor shall be in the form of new rates for the relevant items of Work.

22.4 If the Contractor's quotation is unreasonable, the Project Manager may order the variation and make a change to the Contract price, which shall be based on the Project Manager's own forecast of the effects of the variation on the Contractor's costs.

22.5 If the Project Manager decides that the urgency of varying the Work would prevent a quotation being given and considered without delaying the Work, no quotation shall be given and the variation shall be treated as a Compensation Event.

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

22.7 When the Program is updated, the Contractor shall provide the Project Manager with an updated cash flow forecast.

23. Payment Certificates, Currency of Payments and Advance Payments

23.1 The Contractor shall submit to the Project Manager monthly applications for payment giving sufficient details of the Work done and materials on Site and the amounts which the Contractor considers himself to be entitled to. The Project Manager shall check the monthly application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable shall be determined by the Project Manager.

23.2 The value of Work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed; materials delivered on Site, variations and compensation events. Such materials shall become the property of the Employer once the Employer has paid the Contractor for their value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.

23.3 Payments shall be adjusted for deductions for retention. The Employer shall pay the Contractor the amounts certified by the Project Manager within 30 days of the date of issue of each certificate. If the Employer makes a late payment, the Contractor shall be paid simple interest on the late payment in the next payment. Interest shall be calculated on the basis of number of days delayed at a rate three percentage points above the Central Bank of Kenya's average rate for base lending prevailing as of the first day the payment becomes overdue.

23.4 If an amount certified is increased in a later certificate or as a result of an award by an Arbitrator, the Contractor shall be paid

interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute.

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

23.6 The Contract Price shall be stated in Kenya Shillings. All payments to the Contractor shall be made in Kenya Shillings and foreign currency in the proportion indicated in the tender, or agreed prior to the execution of the Contract Agreement and indicated therein. The rate of exchange for the calculation of the amount of foreign currency payment shall be the rate of exchange indicated in the Appendix to Conditions of Contract. If the Contractor indicated foreign currencies for payment other than the currencies of the countries of origin of related goods and services the Employer reserves the right to pay the equivalent at the time of payment in the currencies of the countries of such goods and services. The Employer and the Project Manager shall be notified promptly by the Contractor of an changes in the expected foreign currency requirements of the Contractor during the execution of the Works as indicated in the Schedule of Foreign Currency Requirements and the foreign and local currency portions of the balance of the Contract Price shall then be amended by agreement between Employer and the Contractor in order to reflect appropriately such changes.

23.7 In the event that an advance payment is granted, the following shall apply:-

a) On signature of the Contract, the Contractor shall at his request, and without furnishing proof of expenditure, be entitled to an advance not exceeding 20% (twenty percent) of the original amount of the Contract. The advance shall not be subject to retention money.

b) No advance payment may be made before the Contractor has submitted proof of the establishment of deposit or a directly liable guarantee satisfactory to the Employer in the amount of the advance payment. The guarantee shall be in the same currency as the advance.

c) Reimbursement of the lump sum advance shall be made by deductions from the Interim payments and where applicable from the balance owing to the Contractor. Reimbursement shall begin when the amount of the sums due under the Contract reaches 20% of the original amount of the Contract. It shall have been completed by the time 80% of this amount is reached.

The amount to be repaid by way of successive deductions shall be calculated by means of the formula:

$$R = \frac{A(x^1 - x^{11})}{80 - 20}$$

Where:

R = the amount to be reimbursed

A = the amount of the advance which has been granted

X^1 = the amount of proposed cumulative payments as a percentage of the original amount of the Contract. This figure will exceed 20% but not exceed 80%.

X^{11} = the amount of the previous cumulative payments as a percentage of the original amount of the Contract. This figure will be below 80%but not less than 20%.

d) With each reimbursement the counterpart of the directly liable guarantee may be reduced accordingly.

24. Compensation Events

24.1 The following issues shall constitute Compensation Events:

(a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Appendix to Conditions of Contract.

(b) The Employer modifies the List of Other Contractors, etc., in a way that affects the Work of the Contractor under the Contract.

(c) The Project Manager orders a delay or does not issue drawings, specifications or instructions required for execution of the Works on time.

(d) The Project Manager instructs the Contractor to uncover or to carry out additional tests upon the Work, which is then found to have no defects.

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

(f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of the Letter of Acceptance from the information issued to tenderers

(including the Site investigation reports), from information available publicly and from a visual inspection of the Site.

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

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

(i) The effects on the Contractor of any of the Employer's risks.

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

(k) Other compensation events described in the Contract or determined by the Project Manager shall apply.

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

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

24.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having co-operated with the Project Manager.

24.5 Prices shall be adjusted for fluctuations in the cost of inputs only if provided for in the Appendix to Conditions of Contract.

24.6 The Contractor shall give written notice to the Project Manager of his intention to make a claim within thirty days after the event giving rise to the claim has first arisen. The claim shall be submitted within thirty days thereafter.

Provided always that should the event giving rise to the claim of continuing effect, the Contractor shall submit an interim claim within the said thirty days and a final claim within thirty days of the end of the event giving rise to the claim.

25. Price Adjustment

25.1 The Project Manager shall adjust the Contract Price if taxes, duties and other levies are changed between the date 30 days before the submission of tenders for the Contract and the date of Completion. The adjustment shall be the change in the amount of tax payable by the Contractor.

25.2 The Contract Price shall be deemed to be based on exchange rates current at the date of tender submission in calculating the cost to the Contractor of materials to be specifically imported (by express provisions in the Contract Bills of Quantities or Specifications) for permanent incorporation in the Works. Unless otherwise stated in the Contract, if at any time during the period of the Contract exchange rates shall be varied and this shall affect the cost to the Contractor of such materials, then the Project Manager shall assess the net difference in the cost of such materials. Any amount from time to time so assessed shall be added to or deducted from the Contract Price, as the case may be.

25.3 Unless otherwise stated in the Contract, the Contract Price shall be deemed to have been calculated in the manner set out below and in sub-clauses 25.4 and 25.5 and shall be subject to adjustment in the events specified there under;

(i) The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the rates of wages and other emoluments and expenses as determined by the Joint Building Council of Kenya (J.B.C.) and set out in the schedule of basic rates issued 30 days before the date for submission of tenders.A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.

(ii) Upon J.B.C. determining that any of the said rates of wages or other emoluments and expenses are increased or decreased, then the Contract Price shall be increased or decreased by the amount assessed by the Project Manager based upon the difference, expressed as a percentage, between the rate set out
in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of labour incorporated within the amount of Work remaining to be executed at the date of publication of such increase or decrease.

(iii) No adjustment shall be made in respect of changes in the rates of wages and other emoluments and expenses which occur after the date of Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

25.4 The prices contained in the Contract Bills of Quantities shall be deemed to be based upon the basic prices of materials to be permanently incorporated in the Works as determined by the J.B.C. and set out in the schedule of basic rates issued 30 days before the date for submission of tenders. A copy of the schedule used by the Contractor in his pricing shall be attached in the Appendix to Conditions of Contract.

25.5 Upon the J.B.C. determining that any of the said basic prices are increased or decreased then the Contract Price shall be increased or decreased by the amount to be assessed by the Project Manager based upon the difference between the price set out in the schedule of basic rates issued 30 days before the date for submission of tenders and the rate published by the J.B.C. and applied to the quantum of the relevant materials which have not been taken into account in arriving at the amount of any interim certificate under clause 23 of these Conditions issued before the date of publication of such increase or decrease.

25.6 No adjustment shall be made in respect of changes in basic prices of materials which occur after the date for Completion except during such other period as may be granted as an extension of time under clause 17.0 of these Conditions.

25.7 The provisions of sub-clause 25.1 to 25.2 herein shall not apply in respect of any materials included in the schedule of basic rates.

26. Retention

26.1 The Employer shall retain from each payment due to the Contractor the proportion stated in the Appendix to Conditions of Contract until Completion of the whole of the Works. On Completion of the whole of the Works, half the total amount retained shall be repaid to the Contractor and the remaining half when the Defects Liability Period has passed and the Project Manager has certified that all defects notified to the Contractor before the end of this period have been corrected.

27. Liquidated Damages

27.1 The Contractor shall pay liquidated damages to the Employer at the rate stated in the Appendix to Conditions of Contract for each day that the actual Completion Date is later than the Intended Completion Date. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not alter the Contractor's liabilities.

27.2 If the Intended Completion Date is extended after liquidated damages have been paid, the Project Manager shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment certificate. The Contractor shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rate specified in Clause 23.30

28. Securities

28.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a reputable bank acceptable to the Employer, and denominated in Kenya Shillings. The Performance Security shall be valid until a date 30 days beyond the date of issue of the Certificate of Completion.

29. Dayworks

29.1 If applicable, the Dayworks rates in the Contractor's tender shall be used for small additional amounts of Work only when the Project Manager has given written instructions in advance for additional work to be paid for in that way.

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

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

30. Liability and Insurance

30.1 From the Start Date until the Defects Correction Certificate has been issued, the following are the Employer's risks:

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

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

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

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

30.2 From the Completion Date until the Defects Correction Certificate has been issued, the risk of loss of or damage to the Works, Plant, and Materials is the Employer's risk except loss or damage due to;

(a) a defect which existed on or before the Completion Date.

(b) an event occurring before the Completion Date, which was not itself the Employer's risk

(c) the activities of the Contractor on the Site after the Completion Date.

30.3 From the Start Date until the Defects Correction Certificate has been issued, the risks of personal injury, death and loss of or damage to property (including, without limitation, the Works, Plant, Materials, and Equipment) which are not Employer's risk are Contractor's risks.

The Contractor shall provide, in the joint names of the Employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts stated in the Appendix to Conditions of Contract for the following events;

(a) loss of or damage to the Works, Plant, and Materials;
(b) loss of or damage to Equipment;
(c) loss of or damage to property (except the Works, Plant, Materials, and Equipment) in connection with the Contract, and
(d) personal injury or death.

30.4 Policies and certificates for insurance shall be delivered by the Contractor to the Project Manager for the Project Manager's approval before the Start Date. All such insurance shall provide for compensation required to rectify the loss or damage incurred.

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

30.6 Alterations to the terms of insurance shall not be made without the approval of the Project Manager. Both parties shall comply with any conditions of insurance policies.

31. Completion and taking over

31.1 Upon deciding that the Works are complete, the Contractor shall issue a written request to the Project Manager to issue a Certificate of Completion of the Works. The Employer shall take over the Site and the Works within seven [7] days of the Project Manager's issuing a Certificate of Completion.

32. Final Account

32.1 The Contractor shall issue the Project Manager with a detailed account of the total amount that the Contractor considers payable to him by the Employer under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary. If the final account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a Payment Certificate. The Employer shall pay the Contractor the amount due in the Final Certificate within 60 days.

33. Termination

33.1 The Employer or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These

fundamental breaches of Contract shall include, but shall not be limited to, the following;

(a) the Contractor stops work for 30 days when no stoppage of work is shown on the current program and the stoppage has not been authorised by the Project Manager;

(b) the Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 30 days;

(c) the Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(d) a payment certified by the Project Manager is not paid by the Employer to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate)of issue.

(e) the Project Manager gives notice that failure to correct a particular defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Project Manager;

(f) the Contractor does not maintain a security, which is required.

33.2 When either party to the Contract gives notice of a breach of Contract to the Project Manager for a cause other than those listed under Clause 33.1 above, the Project Manager shall decide whether the breach is fundamental or not.

33.3 Notwithstanding the above, the Employer may terminate the Contract for convenience.

33.4 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials , goods, equipment and temporary buildings on Site.

34. Payment Upon Termination

34.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the Work done and materials ordered and delivered to Site up to the date of the issue of the certificate. Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor.

34.2 If the Contract is terminated for the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Project Manager shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of equipment, repatriation of the Contractor's personnel employed solely on the
Works, and the Contractor's costs of protecting and securing the Works.

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

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

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

35. Release from Performance

35.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop Work as quickly as possible after receiving this certificate and shall be paid for all Work carried out and materials on site before receiving it.

36. Corrupt gifts and payments of commission

The Contractor shall not;

(a) Offer or give or agree to give to any person in the service of the

Employer any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Employer or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Employer.

(b) Enter into this or any other contract with the Employer in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Employer.

Any breach of this Condition by the Contractor or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) shall be an offence under the provisions of the Public Procurement Regulations issued under The Exchequer and Audit Act Cap 412 of the Laws of Kenya.

37. Settlement Of Disputes

37.1 In case any dispute or difference shall arise between the Employer or the Project Manager on his behalf and the Contractor, either during the progress or after the completion or termination of the Works, such dispute shall be notified in writing by either party to the other with a request to submit it to arbitration and to concur in the appointment of an Arbitrator within thirty days of the notice. The dispute shall be referred to the arbitration and final decision of a person to be agreed between the parties. Failing agreement to concur in the appointment of an Arbitrator, the Arbitrator shall be appointed by the Chairman or Vice Chairman of any of the following professional institutions;

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

On the request of the applying party. The institution written to first by the aggrieved party shall take precedence over all other institutions.

37.2 The arbitration may be on the construction of this Contract or on any matter or thing of whatsoever nature arising thereunder or in connection therewith, 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 be entitled 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.

37.3 Provided that no arbitration proceedings shall be commenced on any dispute or difference where notice of a dispute or difference 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.

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

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

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

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

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

37.5.4 Any dispute or difference arising in respect of war risks or war damage.

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

37.7 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.

37.8 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.

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

SECTION V

APPENDIXTO CONDITIONSOF CONTRACT

THE EMPLOYER IS

Name: **KENYA WILDLIFE SERVICE**

Address: **P.O BOX 40241 NAIROBI**

Name of Authorised Representative:

THE DIRECTOR GENERAL KENYA WILDLIFE SERVICE
Telephone: **020-600800/6002345**

The Project Manager is

Name: **HEAD BUILDINGS AND FENCES DEPARTMENT**

Address: **P.O. Box 40241, NAIROBI.**

Telephone: **(020) 6000800 Ext 2299**

The name and identification number of the Contract is **KWS/OT/BF/67/2020-2021** TENDER FOR THE CONSTRUCTION OF THEMWE GATE AND ASSOCIATED FACILITIES AT MT KENYA NATIONAL PARK.

The commencement Date shall be **AGREED WITH THE PROJECT MANAGER**

The Intended Completion Date for the whole of the Works shall be **10 MONTHS AFTER DATE OF COMMENCEMENT**

The following documents also form part of the Contract:

BILLS OF QUANTITIES, CONTRACT DRAWINGS AND ANY OTHER AUTHORIZED DRAWINGS WHICH MAY BE ISSUED

The Contractor shall submit a revised program for the Works within 14 days of delivery of the Notification/Letter of Acceptance.

The Site Possession Date shall be **TWO WEEKS PRIOR TO COMMENCEMENT DATE**

The Site is located THEMWE AND LAKE ELLIS, MT KENYA NATIONAL PARK ACCESSED VIA CHOGORIA GATE OR ALTERNATIVELY VIA NKUBU TOWN

The Defects Liability period is 180 days.

Other Contractors, utilities etc that may be engaged by the Employer on the Site Include those for the execution of;

1._____.

2._____.

3._____.

4._____.

The minimum insurance covers shall be;

1. The minimum cover for insurance of the Works and of Plant and Materials in respect of the Contractor's faulty design is **NIL**

2. The minimum cover for loss or damage to Equipment is **NIL**

3. The minimum for insurance of other property is **KSH. 5,000,000.00**

4. The minimum cover for personal injury or death insurance

   - For the Contractor's employees is **KSH. 2,500,000.00**

   - And for other people is **KSH. 2,500,000.00**

The following events shall also be Compensation Events:

1. **NONE (ONLY AS LISTED IN CLAUSE 24 OF THE CONDITIONS OF CONTRACT**
2. _____
3. _____
4. _____

The period between Program updates is 14 days.

The amount to be withheld for late submission of an updated Program is EQUAL **TO 25% OF CERTIFICATE**

The proportion of payments retained is 10 percent, subject to release of one moiety upon attainment of practical completion.

The Price Adjustment Clause **shall not** apply

The liquidated damages for the whole of the Works is **Kshs. 50,000.00** (per week)

The Performance Security shall be for the following minimum amounts equivalent as a percentage of the Contract Price TEN (**10)** percent (%)

The Completion Period for the Works is **10 MONTHS**

Advance Payment **MAY** be granted, in accordance clause 23.7 of conditions of contract

SECTION VI – STANDARD FORMS

(i) Form of tender; This form should be dully filled and signed by authorized person

(ii) Form of Agreement; The form of agreement shall not be completed by the tenderer at the time of submitting the tender, contract form shall be completed after contract award and should incorporate the accepted contract price

(iii) Form of Tender Security; when required by the tender documents the tender shall provide tender security either in the form included herein or in another format acceptable to the employer

(iv) Performance Guarantee; the performance security should not be completed by the tenderer at the time or tender preparation. Only successful tenderers will be required to provide performance security in the form provided herein or in another form acceptable to the employer

(v) Bank Guarantee for Advance Payment; This form should not be completed by tenderers at the time for submission, it will be completed when advance payment is requested for by the successful bidder and agreed by the employer : this form then must be completed and signed by the authorized officials of the bank

(vi) Qualification Information; This form must be completed fully and duly signed by the bidder

(vii) Tender Questionnaire This form must be completed fully and duly signed by the bidder

(viii) Confidential Business Questionnaire This form must be completed fully and duly signed by the bidder

(ix) Details of Sub-Contractors This form must be completed fully and duly signed by the bidder when the employer has indicated that subcontractors shall be domestic

(x) declaration of corrupt and fraudulent practices

FORM OF TENDER

TO: *Director General Kenya Wildlife Service_ [Name of Employer)* _____*[Date]*

_____

_____

[Name of Contract]

Dear Sir,

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

2. We undertake, if our tender is accepted, to commence the Works as Soon as is reasonably possible after the receipt of the Project Manager's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Appendix to Conditions of Contract.

3. We agree to abide by this tender until _____*[Insert date],* and it shall remain binding upon us and may be accepted at any time before that date.

4. Unless and until a formal Agreement is prepared and executed this tender together with your written notification/acceptance thereof, shall constitute a binding Contract between us.

5. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____20_____

Signature _____in the capacity of_____

duly authorized to sign tenders for and on behalf of _____*[Name of contractor)* of_____[*Address of contractor]*

Witness; Name_____

Address_____

*Signature*_____

NOTIFICATION/LETTER OF ACCEPTANCE
[letterhead paper of the Employer]

To:_____
_____
_____
_____

RE: Tender No._____

Tender Name_____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you, at a corrected bid price of kshs..... subject to lapse of fourteen without request for review of award, by other bidders.
_____
_____

1. Please acknowledge receipt of this letter of notification signifying your acceptance.

2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.

3. Prior to signing of the agreement you will be expected to furnish the employer with the following as outlined in appendix to conditions of contract

   - An irrevocable and unconditional performance guarantee equivalent to 10% of the contract price.
   - Programme of works showing the general methods, arrangements, order timings and sequence for all activities of the works.
   - Insurance policies as listed in appendix to conditions of contract.

4. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

   *(FULL PARTICULARS)*_____
   _____

SIGNED FOR ACCOUNTING OFFICER

FORM OF AGREEMENT

THIS AGREEMENT, made the _____ day of _____ 20 _____ between_____of[or whose registered office is situated at]_____
(hereinafter called "the Employer") of the one part AND
_____of[or whose registered office is situated at]_____
(hereinafter called "the Contractor") of the other part.

WHEREAS THE Employer is desirous that the Contractor executes
_____
(name and identification number of Contract) (hereinafter called "the Works") located at_____*[Place/ location of the Work*s]and the Employer has accepted the tender submitted by the Contractor for the execution and completion of such Works and the remedying of any defects therein for the Contract Price of Kshs_____[*Amount in figures*],Kenya Shillings_____[*Amount in words].*

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

2. The following documents shall be deemed to form and shall be read and construed as part of this Agreement i.e.

   (i) Letter of Acceptance

   (ii) Form of Tender

   (iii) Conditions of Contract Part I

   (iv) Conditions of Contract Part II -Appendix to Conditions of Contract

   (v) Specifications

   (vi) Drawings

   (vii) Priced Bills of Quantities

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby

covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

The common Seal of _____

Was hereunto affixed in the presence of _____

Signed Sealed, and Delivered by the said _____

Binding Signature of Employer _____

In the presence of (i) Name_____

Address_____

Signature_____

Binding Signature of Contractor _____

In the presence of (i) Name_____

Address_____

Signature_____

WHEREAS ..... (hereinafter called "the Tenderer") has submitted his tender dated ..... for the construction of .... *(Name of Contract)*

KNOW ALL PEOPLE by these presents that WE ..... having our registered office at .....(hereinafter called "the Bank"), are bound unto .....(hereinafter called "the Employer") in the sum of Kshs..... for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents sealed with the Common Seal of the said Bank/insurance this ..... Day of .....20.....

THE CONDITIONS of this obligation are:

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

2. If the tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:

   (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
   (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

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

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

[Date [	*[signature of the Bank/ insurance]*
[Witness]	*[Seal]*

PERFORMANCE BANK GUARANTEE

To: _____(*Name of Employer*) _____*(Date)*
_____(*Address of Employer)*

Dear Sir,

WHEREAS _____(hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Works");

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

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

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

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

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

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

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of guarantor _____

Address _____

Date _____

BANK GUARANTEE FOR ADVANCE PAYMENT

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

Gentlemen,

Ref: _____*[name of Contract]*

In accordance with the provisions of the Conditions of Contract of the above-mentioned Contract, We,_____*[name and Address of Contractor]* (hereinafter called "the Contractor") shall deposit with _____*[name of Employer]* a bank guarantee to guarantee his proper and faithful performance under the said Contract in an amount of Kshs._____*[amount of Guarantee in figurers]* Kenya Shillings_____*[amount of Guarantee in words].*

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

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

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

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

Yours faithfully,

Signature and Seal _____

Name of the Bank or financial institution _____

Address _____

Date _____

Witness: Name: _____

Address: _____

Signature: _____

Date: _____

QUALIFICATION INFORMATION

1. Individual Tenderers or Individual Members of Joint Ventures

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

Principal place of business _____

Power of attorney of signatory of tender _____

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

Year	Volume	
	Currency	Value

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

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

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

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

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

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

1.6 Financial reports for the last two years: balance sheets, profit and loss statements, auditor's reports, etc OR bank statement for the last 24 months. List below and attach copies.

_____
_____

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

_____
_____
_____

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

_____
_____

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

_____
_____
_____

1.10 Proposed program (work method and schedule) for the whole of the Works and cash flow projection

2 Joint Ventures

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

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

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

2.7 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that:

a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;

b) one of the partners will be nominated as being in charge, authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture; and

c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer

   .....

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

   .....

3. Telephone number (s) of tenderer

   .....

4. Telex address of tenderer

   .....

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

   .....

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

   .....

   .....

_____
Signature of Tenderer

Make copy and deliver to:_____(*Name of Employer*)

CONFIDENTIAL BUSINESS QUESTIONNAIRE

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

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

Part 1 – General

Business Name ……

Location of business premises; Country/Town……

Plot No…… Street/Road ……

Postal Address…… Tel No……

Nature of Business……

Current Trade Licence No…… Expiring date……

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

Name of your bankers……

Branch……

Part 2 (a) – Sole Proprietor

Your name in full…… Age……

Nationality…… Country of Origin……

*Citizenship details ……

Part 2 (b) – Partnership

Give details of partners as follows:

	Name in full	*Nationality*	*Citizenship Details*	*Shares*
1				
2				
3				

Part 2(c) – Registered Company:

Private or public.....

State the nominal and issued capital of the Company-

Nominal Kshs.....

Issued Kshs.....

Give details of all directors as follows:

Name in full. Nationality. Citizenship Details*. Shares.

1.
.....

2.
.....

3.
.....

4.
.....

Part 2(d) – Interest in the Firm:

Is there any person / persons in ....(*Name of Employer)* who has interest in this firm? Yes/No.....(*Delete as necessary*)

I certify that the information given above is correct.

.....	.....	.....
(Title)	*(Signature)*	*(Date)*

- Attach proof of citizenship

DETAILS OF SUB-CONTRACTORS

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

Failure to comply with this requirement may invalidate the tender.

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

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

.....

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

.....

.....

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

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

.....

.....

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

.....

_____ _____

[Signature of Tenderer) Date

DECLARATION FORM

Date: ……

To: DIRECTOR GENERAL
KENYA WILDLIFE SERVICE
P. O. BOX 40241-00100
NAIROBI

The Bidder (name and address)……
……
……
……
declares the following:

(a) Has not been debarred from participating in public procurement.
(b) Has not been involved in and will not be involved in corrupt and fraudulent practices regarding public procurement

(*Signature*) ……(*Date*)……

Official Stamp:……

(To be signed by authorized representative and officially stamped)

SECTION VII

PREAMBLES & PRELIMINARIES

1. The contract shall be for the whole of the works, as described in the bills of quantities

2. The bidder shall fill in prices for all items of works described in the specifications and drawings. Items for which no price is entered by the bidder shall be deemed to have been covered by other prices in the bills of quantities.

3. The bidder shall bear all costs associated with preparation and submission of the bids

4. The prices quoted by the bidder shall not be subject to adjustment during performance of the contract.

5. The preliminary section of the tender document shall be keenly and consistently priced and shall not be expected to exceed 10% of bid sum in any event

6. All prices inserted by the bidder **shall be deemed inclusive** of all government taxes payable 28 days prior to submission of tender

7. Abbreviations

C.M.	Shall mean cubic metre
S.M.	Shall mean square metre
L.M.	Shall mean linear metre
MM	Shall mean Millimetre
Kg.	Shall mean Kilogramme
No.	Shall mean Number
Prs.	Shall mean Pairs
B.S.	Shall mean the British Standard Specification Published by the British Standards Institution, 2 Park Street, London W.I., England.
Ditto	Shall mean the whole of the preceding description except as qualified in the description in which it occurs.
m.s.	Shall mean measured separately.
a.b.d	Shall mean as before described.

Item No.	PRELIMINARIES	
A.	**Parties to the contract** I) **The Employer**. The "Employer" is Kenya Wildlife Service, P.O. Box 40241, Nairobi II) **Project Manager**: the "PM" is Head Buildings and fences Department, Kenya Wildlife Service, P.O. Box 40241, Nairobi The term "P.M." wherever used in these Bills of Quantities shall be deemed to imply the Project Manager as defined in Condition 1 of the Conditions of Contract or such person or persons as may be duly authorized to represent him III) **Architect** : The term "Architect" wherever used in these Bills of Quantities shall be deemed shall be deemed to mean "The P.M." as defined above IV) **Quantity Surveyor** : The term "Quantity Surveyor" wherever used in these Bills of Quantities shall be deemed shall be deemed to mean "The P.M." as defined above	Kshs
B.	**Description of site** The site of the works is situated at Themwe Gate and lake Ellis both situated within Mt Kenya national park, accessible via chogoria gate or alternatively accessed via Nkubu township route The contractor/bidder shall be deemed to have visited the site and assessed the site conditions, current set up and the nature of ongoing business within the said premises and any other matters that he may deem necessary for the execution of works. Any claims arising therefrom as a result of failure by the bidder to visit the site will not be considered.	
C	**Description of works and scope of contract** The Works to be executed under this Contract comprise the following works but not necessarily limited to the following:- Construction of i. Construction of Gatehouse at Themwe measuring approximately 148 square metres in plinth area ii. Construction of Gazebo at Lake Ellis measuring approximately 30 square metres in plinth area iii. Construction of 2-door Pit latrine at Lake Ellis	
	Amount Carried to collection	

Item No.	Particular preliminaries con't	**KShs**.
A.	**Form of Agreement and Conditions of Contract** The Articles of Agreement and Conditions of Contract for Buildings and associated External Works, October 2006 edition forming a part of this tender document, These are numbered from 1 to 37 as set out in pages **22 to 47** of tender documents	
B.	**Conditions of Contract** The contractor's attention is drawn to the text of the said conditions of contract and he is to allow in his prices for any costs arising therefrom or in connection therewith.	
C.	**Government taxes** The tender sum **shall be deemed inclusive** of all government taxes payable 30 days prior to submission of tender. The employer shall comply with all legal provisions requiring deduction and remittance of such taxes to the Kenya Revenue Authority. **No claims shall be entertained from the contractor for non compliance with this clause**	
D	**Measurements** In the event of any discrepancies arising between the Bills of Quantities and the actual works, the site measurements shall generally take precedence. However, such discrepancies between any contract documents shall immediately be referred to the project manager in accordance with Clause 22 of the Conditions of Contract. The discrepancies shall then be treated as a variation and be dealt with in accordance with Clause 22 of the said Conditions.	
	Amount Carried to collection	

Item No.	GENERAL PRELIMINARIES	KShs
A.	**Sufficiency of tender** 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.	
B.	**Site works** The contractor shall allow for among other things the following:- - Providing all materials, tools, plant and scaffolding - Complying with local authority regulations and by-laws - Providing adequate supervision - Transporting materials and workmen etc., to and from the site. No erection of labour camps shall be allowed on site. - Complying with all relevant Acts governing construction works and employment - Security for the works, stores etc. - Cleaning and making good damages to all access roads - Complying with Police regulations - Providing and maintaining a progress schedule - Overtime working - Testing of materials as required - Sanitation of the works - Protecting the works and all plant and materials - Cleaning the site on completion - Training Levy - NCA levy - Maintaining adequate site record and diary - Site safety and first aid facilities - Standards Levy - Site clearance - Contractors all risk policy - Performance Bond - Value added tax (VAT) - Withholding tax	
	Amount Carried to collection	

Item No.	General preliminaries (CON'T)	
A.	**Existing Property** The Contractor shall take every precaution to avoid damage to all existing property including hard and soft landscaping, buildings and access routes. The Contractor will be held responsible for all damage thereto and shall make good all such damage when directed all at his own expense. The Contractor shall satisfy himself prior to commencing the work of the type, location and depth of all existing services and other works not visible and shall allow for providing all necessary protection required. Any damage or disturbance caused shall be reported immediately to the Engineer and made good at the Contractor's expense. Should it be found necessary to interrupt any service, prior approval of the method and timing must be obtained in writing from the Engineer.	
B.	**Access to the site** Means of access to the Site shall be agreed with the project manager prior to commencement of the work.	
C.	**Hoarding** Contractor shall provide, maintain and clear away on completion hoarding required for the work areas, access ways and storage areas. The hoarding shall be 3m high G.C.I, or such other material as may be approved by the project manager. Advertisements will not be permitted on the hoarding or any other part of the site.	
D.	**Power and Water** The Contractor shall be responsible for the provision of power and water supplies for use in the works. The contractor shall have satisfied himself as to the source and nature of these services and his tender shall be deemed to include for all such requirements and other matters necessary for the completion of the works.	
	Amount Carried to collection	

Item No.	General preliminaries (CON'T)	KShs
A.	**Provisional works** All works described as "Provisional " in these bills of quantities is subject to re-measurement in order to ascertain actual quantity executed for which payment will be made All "provisional" and other works liable to adjustment under this contract shall be left uncovered for a reasonable time to allow for all measurements needed for such adjustment to be taken by the quantity Surveyor. Immediately the work is ready for measuring, the contractor shall give notice in writing to the Quantity Surveyor. If the contractor makes default, in these respects he shall if the Engineer so directs uncover at his expense the work to enable all measurements to be taken and afterwards reinstate at his own expense	
B.	**General specifications** For full description of materials and workmanship, method of execution of work and notes for pricing, the contractor is referred to the Ministry of Works General Specifications for Building Works 1976 or any subsequent revision thereof which is issued as a separate document, and which shall be followed in all respects unless it conflicts with General preliminaries, particular preliminaries or other items in these bills of quantities, in which case the contents of bills of quantities shall prevail.	
C.	**Prevention of Nuisance** The works and such sections of the site necessary therefore shall be under the entire care and control of the Contractor during the whole period of the Contract and he shall take all possible precautions to prevent any nuisance, inconvenience or injury to the holders or occupiers of the existing or surrounding properties and to the public generally and shall at all times keep all paths and roads affected by the Works in a safe and clear state, safety of all wheeled traffic and pedestrians.	
D.	**Labour camps** The employer shall not allow for erection or maintenance of labour camps on site	
	Amount Carried to collection	

Item No	General preliminaries (CON'T)	KShs
A.	**Temporary buildings** The Contractor must provide for all temporary buildings required for the storage of materials and he must maintain them and clear them away on completion of the works to the satisfaction of the Engineer.	
B.	**Signboard** Allow for providing, erecting, maintaining throughout the course of the Contract and afterwards clearing away a 1No. Signboard as designed specified and approved by the Project Manager.	
C.	**Contractor's superintendence/site agent** The Contractor shall constantly keep on the works literate English speaking Agent or Representative, with a minimum of 3 years specific experience in building construction works or works of an equivalent nature and volume, with a minimum of Higher National Diploma in buildings related course or equivalent from a recognized institution. Such Agent or Representative shall receive on behalf of the Contractor all directions and instructions from the Project Manager and such directions shall be deemed to have been given to the Contractor in accordance with the Conditions of Contract.	
D.	**Specialist works** All specialist works shall be carried out by domestic subcontractors with exception of air conditioning system	
	Amount Carried to collection	

Item No		
	General preliminaries (CON'T)	
A.	**Site Office** The Contractor must provide, equip, furnish and maintain a site office to be jointly shared by clerks of works and site agent and adequate enough to host a site meeting. Ie to mean an office not measuring less than 40 square metres in floor area , **NB**: it is the intent of the project team to hold site meetings in the site office	
B	**Copyright** The copyright of these documents is vested in the Quantity Surveyor and they may not be reproduced in whole or in part without the Quantity surveyor's written permission.	
	Amount Carried to collection below	
	<u>Collection</u> Page 66 Page 67 Page 68 Page 69 Page 70 Page 71 Page 72 (above)	
	AMOUNT CARRIED TO GRAND SUMMARY- 73 of 73	

BILLS OF QUANTITIES

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED THEMWE GATE**					
	Element No. 1 Substructures (All Provisional)					
	Site Preparation					
A.	Clear site of shrubs, grass small trees of girth not exceeding 600mm and grub roots and remove debris from site as directed by the engineer	SM	148			
B.	Cut down trees of girth 600-900mm; cut the tree into logs and grub up all roots and remove the arising materials from site; set the logs aside for future use by the client.	No.	3			
C.	Excavate vegetable top soil 300 mm (average) deep: deposit on site where directed	SM	148			
D.	Excavate to reduce levels average depth 250mm	SM	148			
E.	Excavate foundation trench not exceeding 1.50 metres deep from reduced level	CM	70			
F	Excavate column base not exceeding 1.50 metres deep from reduced level	CM	6			
G	Extra over all excavations for excavating in rock	CM	9			
	Disposal of excavated materials					
H	Backfill and compact selected excavated materials	CM	56			
I	Spread surplus materials on site as directed	CM	104			
	Total carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	Disposal of water					
A.	Keep trenches free from all water		Item			
	Planking and strutting					
B.	Planking and strutting to sides of excavations		Item			
	Hardcore fillings					
C.	Fillings: levelled and compacted in 150 mm layers: average thickness 300mm	SM	132			
D.	Gladiator "TC" or any other equal and approved Chemical anti-termite treatment to subsoil or filling	SM	132			
	murram blinding					
E.	50 mm fillings as blinding to hardcore : levelled and compacted	SM	132			
	Insitu concrete : Mix 1:4:8 : Vibrated					
F.	50 mm blinding : under strip foundations	SM	52			
G	Column bases	SM	4			
	Insitu concrete : Mix 1:2:4 : Vibrated reinforced					
H.	Foundations in trenches	CM	11			
I.	Stub Columns	CM	1			
J.	Columns Bases	CM	2			
K	100 mm Thick beds	SM	106			
L.	200 mm Thick beds	SM	42			
	Total Carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	High yield deformed reinforcement bars including cutting to lengths, bending twisting and fixing, including all necessary tying wires and spacing blocks, mild steel bars to B.S. 4449:-					
A.	R-8	Kg	57			
B.	D-8	Kg	463			
C.	D-10	Kg	578			
D.	D-12	Kg	522			
E.	D-16	Kg	300			
	Mesh fabric reinforcement to BS 4483: Square mesh reference A142 : weighing 2.22 kilogrammes per square metre					
F.	In beds : 250 mm laps	SM	106			
G	Ditto BRC A252 in two layers	SM	42			
	Formwork : to					
H	Vertical : sides of strip foundations	SM	26			
I	Ditto: column bases	SM	8			
J	Ditto: column	SM	6			
K	Vertical : edges of beds over 75 but not exceeding 150 mm wide	LM	71			
	Natural Stones : in cement mortar (1:4) including hoop iron reinforcement in every alternate course					
L	200 mm walls	SM	132			
	Total Carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	Damp proof courses : bituminous felt bedded in cement mortar (1:4) : 300 mm laps					
A.	Horizontal : 200 mm wide	LM	88			
B.	Ditto 150mm wide	LM	2			
	Labours and sundries					
C.	Single layer 500 gauge damp proof membrane : 200 mm laps	SM	148			
	12 mm cement and sand (1:4) render: on concrete or stonework to:					
D.	Plinths	SM	21			
	Prepare and apply two coats bituminous paint : on render : to					
E.	Plinths	SM	21			
	Paving slab surround					
F.	Pre-cast concrete (1:2:4) in paving slabs size 600x600x50mm thick laid on consolidated sand bed jointed in cement sand mortar (1:4)	SM	85			
	Carried to Collection					
	Collection					
	From page 01					
	From page 02					
	From page 03					
	From page 04					
	Total carried to Summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED THEMWE GATE**					
	Element No. 2 Walling					
	Insitu concrete : Mix 1:2:4 : Vibrated reinforced					
A.	Beams	CM	6			
B.	Columns	CM	1			
	High yield deformed reinforcement bars including cutting to lengths, bending twisting and fixing, including all necessary tying wires and spacing blocks, mild steel bars to B.S. 4449:-					
D.	D-8	Kg	150			
E.	D-10	Kg	387			
F.	D-12	Kg	596			
G.	D-16	Kg	227			
	Formwork to:					
H	Sides and soffits : beams	SM	76			
I	Vertical : cylindrical sides of columns	SM	11			
J	Extra over: for fair face finish	SM	11			
	Total carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	200mm thick natural stone walling medium chisel dressed internally: bush hammered exrternally : laid in cement sand mortar (1:4): including hoop iron reinforcement in every alternate course					
A.	200 mm Walls	SM	231			
B.	150mm Ditto	SM	5			
	Vents					
C.	100 mm Diameter x 300 mm long pvc pipe sleeve: grouted into walling : mosquito gauze set into both ends	NO	12			
	Coping					
D.	450x300mm wide weathered and throated pre-cast concrete coping bedded on 200mm thick wallings in cement sand mortar	LM	20			
	Labours and sundries					
E.	Raking cutting 200 mm walls	LM	12			
	Carried to Collection					
	Collection					
	From page 05					
	From page 06					
	Total carried to Summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED THEMWE GATE**					
	Element No.3 Windows					
	Precast concrete units: mix 1:2:4 (12 mm aggregate) vibrated					
A.	250mm wide x 255mm thick cill : weathered and throated : bedded and jointed in cement mortar (1:4) : pointed in mastic.	LM	25			
	Precast concrete units : mix 1:2:4 (20 mm aggregate) : vibrated : 4No. R8 reinforcement					
B.	200x215 mm lintol	LM	25			
	Supply and fix the following; Mild steel : one coat red oxide primer before erection					
	Composite purpose made steel windows : fixed to concrete or blockwork with lugs plugged: bedded and pointed all round in mastic: burglar proofing: as per Architects detail's:- ref openings schedule					
C.	Window size70x1500 mm high overall	NO	2			
E	Window size1200X1500 mm high overall	NO	6			
F	Window size1500x1500 mm high overall	NO	4			
G	Window size3000x1500 mm high overall	NO	2			
	Ironmongery					
	Supply and fix the following:					
H	Brass window fasteners	No.	28			
I	Ditto window stays	No.	28			
	Total carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	Glazing					
	5 mm clear sheet glass and glazing: to metal with approved putty					
A.	In panes: over 0.1 but not exceeding 0.50 square metres	SM	29			
B.	Ditto: obscure sheet glass	SM	2			
	Prepare, touch up primer and apply one undercoat and two coats gloss finishing paint : on metal					
C.	Windows: general surfaces	SM	58			
	Pelmet boxes					
	Wrot mahogany or equal and approved hardwoosd selected and kept clean in:					
D.	150x25 mm top	LM	25			
E.	150x25 mm fascia : two labours	LM	25			
F.	Extra for stopped ends	NO	25			
	General joinery: cypress or equal approved: selected and kept clean					
G.	50x20 mm bearers : plugged	LM	25			
	Curtain tracks					
H.	Brass "I" section track screwed to pelmets (measured seperately): rollers: end stops: laps	LM	25			
	Prepare and prime before fixing on wood					
I.	Bearers : not exceeding 100 mm girth	LM	25			
	Total carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	Knot, prime, stop and apply three coats crown alkyd clear polyurethane varnish to wood: gloss finish					
A.	pelmets boxes generally : girth 200-300mm	SM	13			
	Carried to collection					
	Collection					
	From page 7					
	From page 8					
	From page 9 (Above)					
	Total carried to Summary			**Kshs.**	**-**	

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED THEMWE GATE**					
	Element No.4 Doors					
	Precast concrete units : mix 1:2:4 (20 mm aggregate) : vibrated : 4No. Y8 reinforcement					
A.	200x215 mm lintol	LM	6			
	Mild steel: K.S. 02-18					
	Panel doors: 50x50x4mm hollow section framing and intermediate rails, ends welded and angles cut, mitred and welded: part 1.5mm thick metal sheet cladding welded to both faces: part glazed permanenent vent. All welding ground to smooth finish: Puropse made hinges per leaf 3-lever mortice locks: locking cleats and bolt: guides: padlock eye: buglar proofing All as per Engineers detail's:					
B.	Door size 900x 2400 mm high overall (D-4)	NO	2			
	Wrot mahogany or equal and approved hardwoosd selected and kept clean in:					
	50mm thick framed ledged and braced door: with 120x50mm grooved styles and top rail: 120x25mm ledge and braces: 200x50mm grooved bottom rail filled in with 25x100mm horizontal T&G vee jointed match-boarding. 1 No.glazed fanlight size 900x300mm(D-2)					
C.	Door size 900x 2400 mm high overall (D-1)	No.	1			
	Total carried to Collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	Flush doors: solid cored					
A.	45 mm thick door size 900x2400 mm high: both sides faced with imported quality mahogany veneer : hardwood lipped all edges: 1 No.glazed fanlight size 900x300mm (D-2)	NO	2			
	Frames and linings : Mahogany : selected and kept clean					
B	150x50 mm frame : 4-labours; plugged	LM	16			
C	20x20 mm Architrave : ditto	LM	16			
D	Ditto quadrant	LM	16			
	Glazing					
	5mm clear sheet glass and glazing: to timber with approved glazing beads					
E	In panes: over 0.1 but not exceeding 0.50 square metres	SM	1			
	5 mm clear sheet glass and glazing: to metal with approved putty					
F	In panes: over 0.1 but not exceeding 0.50 square metres	SM	1			
	Supply and fix the following to wood with matching screws					
G	100 mm pressed steel butt hinges	Prs	4.5			
H	5-lever mortice lock with lever handles	NO	2			
I	3-lever mortice lock with lever handles	NO	1			
J	indicator bolts "union"	NO	2			
K	Push plates: Aluminium; 300x200mm	NO	2			
	Total carried to Collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
A	Overhead door closers: Briton 2003	NO	2			
B	Chromium plated hat and coat hook	NO	2			
C	Rubber door stop : rawl bolted to concrete	NO	5			
	Prepare and prime before fixing on wood					
D	Frames : not exceeding 100 mm girth	LM	16			
E	Architraves : ditto	LM	16			
F	Ditto quadrant	LM	16			
	Prepare, touch up primer and apply one undercoat and two finishing coats gloss paint : on metal					
G	Doors general surfaces	SM	5			
	Knot, prime, stop and apply three coats crown alkyd clear polyurethane varnish wood:					
H	Doors general surfaces	SM	5			
I	Frames : over 100 but not exceeding 200 mm girth	LM	11			
	Total carried to Collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
A.	Architraves : not exceeding 100 mm girth	LM	16			
B.	Ditto quadrant	LM	16			
	Carried to collection					
	<u>Collection</u>					
	From page 10					
	From page 11					
	From page 12					
	From page 13 (Above)					
	Total carried to Summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED THEMWE GATE**					
	Element No.5 Roof and rainwater goods					
	Roof coverings					
A.	Decra single lap cloured (colour through) concrete tiles or any other equal and approved laid on and including 40x40mm second grade cell cured cypress battens at 340 mm c/c	SM	251			
B.	Purpose made ridge tile with internal angle of maximum 135 deg. To match tiles described above bedded in cement sand (1:3) mortar and pointed with matching mortar	LM	7			
	Total carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	The following cell cured cypress roof trusses; hoisting and placing 3.0 metres above the the ground level: Roof trusses fixing to include approved plates; making holes and fixing bolts and nuts as per Engineers detail					
A.	100x50 mm Main Rafters	LM	36			
B.	lean on rafters	LM	145			
C.	100x50 mm Tie beam	LM	24			
D.	100x50 mm Struts and ties	LM	40			
E.	150x50 mm Ridge board	LM	7			
F.	75x50 mm Purlins	LM	205			
G.	150x50 mm Ceiling joists	LM	69			
H	100x50mm wall plate fixed onto RC beam ringbeam with approved mild steel bolts at 1200 c/c, as per Engineers detail	LM	69			
	fascias and barge boards					
	wrot prime grage cypress:selected and kept clean					
I	300x25 mm Fascia or barge board with splayed wading joints	LM	120			
	Total carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	Eaves and gable lining					
	wrot prime grage cypress:selected and kept clean					
A.	50x25 mm T&G horizontal claddings to eaves soffites at 50 mm centres complete with brandering.	SM	49			
	Metalwork					
B.	Galvanised coffee tray mesh bat proofing at eaves fixed with galvanised clout nails at 450 mm centres	SM	49			
	Total carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	Painting generally					
	Knot, prime, stop and apply one coat undercoat and twos coat gloss finishing paint on woodwork					
	Externally on					
A.	Fascia and barge board: Girth 200-300 mm	LM	120			
B.	soffits of eaves boarding	SM	49			
	Collection					
	From page 14					
	From page 15					
	From page 16					
	From page 17 (Above)					
	Total carried to Summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED THEMWE GATE**					
	Element No.06 External Finishes					
	Wall finishes					
	12 mm cement and sand (1:4) render : wood floated : on concrete or blockwork to					
A.	Beams	SM	31			
B.	columns	SM	11			
C	Gable end wallings and parapet walls	SM	14			
	Prepare and apply three coats plastic emulsion paint : on render to					
D.	Beams	SM	31			
E.	columns	SM	11			
F.	Gable end wallings and parapet walls	SM	14			
	Pointing					
G.	Recessed horizontal and vertical joints: external wall finish pointed in cement sand mortar 1:4	SM	231			
	Total carried to summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED THEMWE GATE**					
	Element No.07 Internal Finishes					
	Floor finish					
	300x300x7.5 mm glazed ceramic floor tiles: on cement and sand backing(m/s) : bedded and jointed in cement mortar (1:4) : pointed in matching cement					
A.	Floors	SM	90			
B.	Ditto: 100x25mm skirting : :	LM	66			
	Cement and sand (1:4) screed: finished to receive floor tiles m/s					
C.	40 mm floors	SM	90			
D	Tamped concrete finish over drive-through	SM	42			
	Wall finishes					
	150x150x6 mm white glazed tiles: on cement and sand backing (m/s) : bedded in cement mortar (1:4) : pointed in white cement					
E.	Walls	SM	30			
F.	Extra for fair edges	LM	20			
	Cement and sand (1:4) screed: finished to receive walltiles m/s					
G.	Walls : finished to receive tiles	SM	30			
	Total carried to Collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	12 mm cement and sand (1:4) plaster : steel trowelled on masonry					
A.	Walls: internally	SM	287			
	Prepare and apply one undercoat and two finishing coats silk vinyl emulsion paint : on plaster: .					
B.	Walls	SM	287			
	Ceiling finishes					
	General joinery : cypress: pressure impregnated with tanalith "C" or equal					
D.	Skeleton framework to ceilings: 50x50 mm one direction at 600 mm centres and 50x100 mm other direction at 1200 mm centres	SM	148			
	Celotex softboard : nailed to branderings (Measured seperately)					
C	12mm ceiling linings	SM	148			
D.	Extra over for access trap door size 800x800 mm overall : framing all round	NO	2			
E	75x20 mm Cornice : plugged	LM	95			
	Total carried to Collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	Knot, prime, prepare and apply one undercoat and two finishing coats plastic emulsion paint to					
A	celotex linings	SM	148			
B	Cornice: not exceeding 100 mm girth	LM	95			
	Carried to collection					
	Collection					
	From page 19					
	From page 20					
	From page 21(Above)					
	Total carried to Summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED THEMWE GATE**					
	Element No.08 Fixtures and Fittings					
	Concrete worktop					
A.	6000mm long x600mm wide x 75mm thick L-shaped reinforced (Y-8) concrete worktop: Cast at 1000mm above finished floor level level on 100mm thick concrete (1:3:6) benching, comprising 50 thick RC vertical divisions at 600mm C/C including all necessary formwork:	NO	2			
	Extra over: worktop finishes					
	20mm thick by 600mm wide natural grain granite worktop : on cement and sand backing (m/s) : bedded in cement mortar (1:4) : pointed in matching cement: rounded edges					
D.	worktop : horizontal surfaces	LM	12			
	150x150x6 mm white glazed tiles: on cement and sand backing (m/s) : bedded in cement mortar (1:4) : pointed in white cement					
E.	benchings	SM	7			
F.	Ditto vertical divisions	SM	40			
G.	Ditto exposed edges: girth n.e 150mm wide	LM	104			
H.	Extra for fair edges	LM	200			
	Total carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	12 mm cement and sand (1:4) backing steel trowelled: on block work to:					
A.	Walls : finished to receive tiles	SM	40			
B.	Ditto worktop soffites-smooth finish	SM	7			
	Carried to collection					
	Collection					
	From page 22					
	From page 23 (Above)					
	Total carried to summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED THEMWE GATE**					
	Element No.09 Sanitary fittings					
	supply and fix the following Sanitary fittings Twyfords brand or any other equal and approved.					
	Supply and fix the following complete with all requisite accessories.					
A.	Wash hand basin as "Twyfords" cat. ref no. AL4522WH or any other equal and approved : complete with all accessories, including rubber stopper, chain and chromium plated bottle trap.basin pillar tap as "Twyfords" CAT No. PE 5205CCP	NO	2			
B.	W.C suite complete with, pan,seat cover and cistern as "Twyfords" cat. ref no. AD1145WH or any other equal and approved: Including all other accessories.	NO	2			
	Accessories					
C.	Toilet toilet roll holder as "Twyfords" Cat: no. VC9806WH or any other equal and approved.	NO	2			
D	Siemens or any other equal and approved hot air hand drier: including fixing to backgrounds requiring plugging and incidental electrical connection.	NO	2			
E	Soap dispenser as "Twyfords" Cat: no. PB0360CP or any other equal and approved.	NO	2			
	Total carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
A	6 mm Float plate silver coated mirror size 1200x600 mm with bevelled edges, complete with dome headed screws	NO	2			
B	Satin aluminium coat hook as Twyfords cat No. PB0204SI or any other equal and approved.	NO	2			
	Carried to collection					
	<u>Collection</u> From page 24 From page 25 (Above)					
	Total carried to summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED THEMWE GATE**					
	Element 10 plumbing (All Provisional)					
	Prices for pipework shall include for the cost of couplings; connectors and jointing to fittings, appliances etc and fixing brackets all as required in the pipework installation together with marking pipe routes on walls and floors: and builders work incidental thereto					
	Galvanised steel pipes: class B jointed and fixed as described					
A.	15mm diameter	LM	160			
B.	20mm ditto	LM	80			
C.	25mm ditto	LM	60			
D.	32mm ditto	LM	300			
	Extra over for pipes					
	Bends					
E.	15 mm diameter bend	No.	16			
F.	20 mm diameter ditto	No.	8			
G.	25 mm diameter ditto	No.	8			
H.	32 mm diameter ditto	No.	8			
	Total carried to Collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	Tees					
A.	15 mm diameter equal tee	No.	16			
B.	20 mm diameter ditto	No.	8			
C.	25 mm diameter ditto	No.	8			
D.	20 x 15 mm diameter unequal tee	No.	8			
E.	32 x 25 mm diameter ditto	No.	4			
	Unions					
F.	15 mm diameter unions	No.	16			
G.	20 mm diameter ditto	No.	8			
H.	25 mm diameter ditto	No.	8			
I.	32 mm diameter ditto	No.	8			
	Reducers					
J.	20 x 15 mm diameter reducer	No.	16			
K.	32 x 20 mm ditto	No.	8			
L.	25 x 20 mm ditto	No.	8			
	Gate valves					
M.	15 mm diameter gate valve as 'Pegler' or equal and approved	No.	16			
N.	25 mm diameter ditto	No.	8			
O.	32 mm diameter ditto	No.	8			
	Ball valves					
P.	15 mm diameter ball valve with plastic float brass stem and connection to tank with union and back nut	No.	4			
	Total carried to Collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	Roof water tank					
A.	Plastic water storage tank 900 litres (200 gallons) each of diameter, 950 mm and 830 mm height. Roof space.	No.	2			
	Flexible connection tubes					
B.	15 mm diameter flexible connection tube 300 mm long including union and jointing to fittings	No.	16			
	Excavate trenches for small pipes not exceeding 100 mm daimeter, not exceeding 1.50 metres deep: part backfill and compact excavated materials : remove surplus spoil: grade and compact bottoms including planking and strutting for upvc pipes					
C.	Average 750 mm deep	LM	300			
	Valve chamber					
D.	Chamber size 300x300x600 mm deep internally: 100 mm thick conctrete (1:3:6) bed : 150 mm solid concrete blockwalls: 75 mm thick precast conctrete cover slab with 1No. grip: excavation and backfill: disposal	NO	3			
	Sundries					
E.	Allow for sterilizing the whole of water supply installation: generally		Item			
	Treated cypress					
F.	150x50mm bearer plugs	LM	24			
	Total carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
A.	***Testing*** Allow for testing of the complete internal plumbing installation to the satisfaction of the Engineer and the local Authority Representative		Item			
	Amount Carried to collection					
	Collection From page 26 From page 27 From page 28 From page 29 (above)					
	Total carried to summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED THEMWE GATE**					
	Element No. 11 internal Drainage (All Provisional)					
	Prices for pipework shall include for the cost of couplings; connectors and jointing to fittings, appliances etc and fixing brackets all as required in the pipework installation together with marking pipe routes on walls and floors: and builders work incidental thereto					
	All upvc couplings, branches, tees etc to be formed strictly in accordance with manufactures instructions:					
	UPVC soil, waste, and ventilating pipes and fittings (heavy gauge) to BS 5255					
A.	32mm diameter in wall chase: Including bracket	LM	30			
B.	Ditto in concrete floor slab	LM	30			
C.	40mm diameter in wall chase: Including bracket	LM	30			
D.	ditto in concrete floor slab	LM	30			
E.	50mm diameter in wall chase: Including bracket	LM	30			
F.	ditto in concrete floor slab	LM	30			
G.	100mm diameter in concrete floor slab	LM	60			
H.	Ditto in trenches	LM	60			
I.	80mm diameter vent pipe fixed to wall including metal holder bats	No.	2			
	Total carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	Extra over for pipes					
A.	32mm bend	NO	20			
B.	40mm ditto	NO	12			
C.	32mm plug	NO	12			
D.	40mm ditto	NO	12			
E.	32mm access plug	NO	12			
F.	50mm ditto	NO	12			
G.	80mm ditto	NO	12			
H.	50mm inspection bend	NO	6			
I.	80mm ditto	NO	6			
J.	100mm ditto	NO	6			
K.	50mm sweep tee	NO	12			
L.	80mm ditto	NO	12			
M.	100mm ditto	NO	12			
N.	32mm equal tee	NO	8			
O.	40mm ditto	NO	8			
	Total carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	Copper connection to WCS and WHBS					
A.	15mm diameterx450mmm long complete with connecting couplers	NO	16			
B.	Galvanised steel balloon grating and setting on head of 100mm pvc pipe	NO	2			
C.	100mm weathering apron	NO	2			
	Excavate trenches for small pipes not exceeding 100 mm daimeter, not exceeding 1.50 metres deep: part backfill and compact excavated materials : remove surplus spoil: grade and compact bottoms including planking and strutting for upvc pipes					
D.	Average 750 mm deep	LM	60			
	Gulley traps					
E.	Gulley trap chamber size 250x250, approximately 400mm deep in 150mm blockwork with cement mortar joints on 150mm thick mass concrete slab, and plastered inside: for 100mm diameter trap and hopper 40mm thick, 250x250mm precasr concrete cover to gulley trap chamber and provide with 40mm ventilating hole.	NO	4			
	Amount Carried to collection					
	Collection					
	From page 30					
	From page 31					
	From page 32 (above)					
	Total carried to Summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED THEMWE GATE**					
	Element No.12 Exetrnal drainage					
	Excavate trenches for small pipes not exceeding 200 mm daimeter, not exceeding 1.50 metres deep: part backfill and compact excavated materials : remove surplus spoil: grade and compact bottoms including planking and strutting for upvc pipes					
A.	Average 1250 mm deep	LM	40			
B.	Ditto: average 1500mm deep	LM	50			
	precast concrete foul drain pipe: ***Coomplete with accessories***					
C.	200mm diameter pipes	LM	90			
	Manholes/inspection chambers					
D.	Inspection chamber 900x600x600mm deep comprising 150mm thick (1:3:6) bed, 150mm thick concrete block walls: 100mm concrete (1:2:4) slab reinforced with 8mm mild steel bars at 100mm centres both ways, concrete (1:3:6) benching to form 300mm diameter channel: 600x450mm medium duty manhole cover complete with frame including plastering walls internally and steel troewelled screed to benching, all excavations formwork and disposal	N0.	2			
E.	ditto: 1000mm deep	N0.	2			
	Total carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	septic tank					
	Septic tank, excavating:disposing of surplus soil by spreading on site: compacting on site compacted hardcore filling, in making up levels: 50mm concrete class 15 blinding: concrete class 25 in 150mm thick beds and cover slabs: 200mm thick natural stone walling and 100mm thick dividers: reinforcement: formwork: rendered internally with water-proof render : light duty manhole covers and frames to BS 497: holes in sides for pipes;internal size					
	REF drawing No. (50)5342: Capacity 6000 litres: Twenty persons: 2 Years desludging interval					
A.	6000x1800x2200mm overall	No.	1			
	Soak pit					
	Excavating pit: disposing of soil by spreading on site: filling bottom 4500mm of pit with boulders 150mm thick by 600mm deep solid concrete blockwork circumfrential walling rendered externally: set on 200mm thick x450mm wide mass concrete strip footing: 150 mm thick RC cover slab: with heavy duty inspection chambercovers and frames to BS 497: holes in sides for pipes; internal size					
	Ref drawing No. (50) 5345					
B	2000mm diameter by 6000mm deep	No.	1			
	Testing					
C	Allow for testing the whole of the internal and external drainage installations to the satisfaction of the Engineer and the local Authority Representative	item				
	Total carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	<u>Collection</u> From page 33 From page 34					
	Total carried to Summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED THEMWE GATE**					
	Element No.13 Fire Fighting Equipment					
	Fire extinguishers					
	Fire extinguishers extinguishers: including fixing brackets to masonry or timber backgrounds					
A.	Water/CO2: 9 Litres	No.	1			
B.	Dry Powder 9 Kgs	No.	1			
	Total carried to summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED THEMWE GATE**					
	P.C. and Provisional sums					
	The contractor shall include in his tender for the following amounts to be deducted either in whole or in part as directed by the project manager					
A.	Provide a prime cost sum of Kenya shillings three hundred and fifty thousand only for solar power system installation		SUM		350,000	oo
B	Provide a prime cost sum of Kenya shillings one hundred thousand only for water connection to mains		SUM		100,000	oo
C	Allow kshs 150,000 for electrical wiring and incidental fittings thereto		SUM		150,000	oo
	PC and Provisional Sums carried to Summary			**Kshs.**	**600,000**	

element No.	Description		Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED THEMWE GATE**			
	SUMMARY	**From Page No.**		
1	Substrucures	4	-	
2	Walling	6	-	
3	Windows	9	-	
4	Doors	13	-	
5	Roof	17	-	
6	External wall finish	18	-	
7	Internal finishes	21	-	
8	Fixtures and fittings	23	-	
9	Sanitary fittings	25	-	
10	Plumbing	29		
11	Internal Drainage	32	-	
12	External Drainage	35	-	
13	Fire Fighting Equipment	36	-	
14	PC and provisional sums	37	600,000	
	Total carried to Grand Summary pg 38	**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED GAZEBO** **LAKE ELLIS**					
	Element No. 1 Substructures (All Provisional)					
	Site Preparation					
A	Clear site of shrubs, grass small trees of girth not exceeding 600mm and grub roots and remove debris from site as directed by the engineer	SM	30			
B	Cut down trees of girth 600-900mm; cut the tree into logs and grub up all roots and remove the arising materials from site; set the logs aside for future use by the client.	No.	2			
C	Excavate vegetable soil 200 mm (average) Deep: spread on site as directed	SM	30			
D	Excavate to reduce levels n.e 300mm deep from stripped levels	SM	30			
E	Excavate foundation trench not exceeding 1.50 metres deep from reduced level	CM	16			
F	Extra over all excavations for excavating in rock	CM	1			
	Disposal of excavated materials					
G	Backfill and compact selected excavated materials	CM	10			
H	Spread surplus excavated materials on site as may be directed by the project manager	CM	7			
	Planking and strutting					
I	Planking and strutting to sides of excavations		Item			
	Total carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	Disposal of water:					
A	Keep trenches free from all water Keep excavations free from all fallen materials		Item			
	Hardcore fillings					
B	300mm Thick well compacted Hardcore Fillings: levelled and compacted in 150 mm layers	SM	23			
C	Gladiator "TC" or any other equal and approved chemical anti-termite treatment to subsoil filling and trench bottoms.	SM	23			
	Murram blinding					
D	50 mm fillings as blinding to hardcore : levelled and compacted	SM	23			
	Insitu concrete : Mix 1:3:6					
E	50 mm blinding : under strip foundations	SM	11			
	Insitu concrete : Mix 1:2:4 : Vibrated reinforced					
F	Foundations in trenches	CM	3			
G	100 mm Thick beds	SM	30			
	High tensile reinforcement to BS 4461 incl. Cutting to lengths,bending,twisting and fixing.include all necessary wires and spacing blocks					
H	Assorted bars	Kg.	420			
	Mesh fabric reinforcement to BS 4483: Square mesh reference A142 : weighing 2.22 kilogrammes per square metre					
I	In beds : 200 mm laps	SM	30			
	Total carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	Formwork : to					
A	Vertical : sides of foundations	SM	10			
B	Vertical : edges of beds over 75 but not exceeding 150 mm wide	LM	16			
	Undressed masonry walling: laid in cement mortar (1:4): and including hoop iron reinforcement in every alternate course					
C	200 mm Walls	SM	24			
	Damp proof courses : bituminous felt bedded in cement mortar (1:4) : 300 mm laps					
D	Horizontal : 200 mm wide	LM	30			
	Labours and sundries					
E	Single layer 1000 gauge damp proof membrane : 200 mm laps	SM	12			
	12 mm cement and sand (1:4) render: on concrete or blockwork to:					
F	Plinths	SM	14			
	Prepare and apply two coats bituminous paint : on render : to					
G	Plinths	SM	14			
	Paving slab surround					
H	Pre-cast concrete (1:2:4) in paving slabs size 600x600x50mm thick laid on consolidated sand bed jointed in cement sand mortar (1:4)	SM	24			
	Carried to Collection					
	Collection					
	From page 39					
	From page 40					
	From page 41 (above)					
	Total carried to Summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED GAZEBO** **LAKE ELLIS**					
	Element No. 2 Walling					
	Insitu concrete : Mix 1:2:4 : Vibrated reinforced					
A.	Beams	CM	2			
	High yield square twisted reinforcement including cutting to lengths, bending twisting and fixing, including all necessary tying wires and spacing blocks, mild steel bars to B.S. 4449:-					
B	Assorted	Kg	220			
	Formwork to:					
C	Sides and soffits : beams	SM	20			
	medium chisel dressed masonry wall: laid in cement mortar (1:4): and including hoop iron reinforcement in every alternate course					
D	200 mm Walls	SM	45			
	Labours and sundries					
E	Labour and materials for eaves filling 300mm high to 200mm thick walls	LM	25			
	Rolled Hollow Steel Columns					
F	12mm diameter 'T' shaped mild steel bolt overall length 450mm. Vertically and 100mm horizontally complete with nuts and washers and embedded into concrete base	No.	24			
	Total carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
A	4mm thick steel plate overall size 200x200mm including welding onto base of steel column with and including 6mm thick fillet weld all round steel column and making 4 No. holes for bolts	No.	6			
B	4mm thick 'U' shaped plate overall size 350mm long by 100mm wide welded onto top of steel column including making holes for fixing timber beam including necessary fixing bolts	No.	6			
C	100mmdia x4mm thick diameter rolled hollow steel pipe2700mm long welded at its lower end into 200x200mm plate (m/s) embedded into concrete base (m/s) with 12mm bolts(m/s) and its upper end fixed into 'U' shaped plate (m/s)	No.	6			
D	Prepare and apply touch up red oxide primer and three coats of gloss paint to general surfaces of the metal surface externally girth 300-400mm	LM	4			
	Carried to Collection					
	Collection					
	From page 42					
	From page 43					
	Total carried to Summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED GAZEBO** **LAKE ELLIS**					
	Element No.3 Roof					
	Roof coverings					
A.	28 gauge prepainted (forest green colour) corrugated iron sheets with one corrugation side lap and 75mm wide end lap fixed onto purlins (M/S) with and including approved nails and washers	SM	31			
B.	Pre-painted gauge 28 roof cap fixed with and including roofing nails to match roof	LM	11			
	Roof Construction:					
	The following in sawn cell cured treated cypress roof trusses; hoisting and placing 3.0 metres above the the ground level: Roof trusses fixing to include approved plates; making holes and fixing bolts and nuts as per Engineers detail					
C.	100x50 mm Rafters	LM	69			
D	150x50 mm Ridge board	LM	32			
E	75x50 mm Purlins	LM	76			
F	100x50mm wall plate fixed onto metal stanchions with approved bolts and nuts as per Engineers detail	LM	26			
	Wrot Cypress, Selected and kept clean					
	fascias and barge boards					
G	250x25 mm Fascia or barge board with splayed wading joints	LM	28			
	Total carried to Collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	Rainwater goods					
	24 Gauge galvanised mild steel sheet rainwater goods with lapped, rivetted and soldered joints or seams including all labours					
A	150 mm Diameter half round eaves gutter: 25x6 mm: M.S brackets screwed to fascia at 600 mm centres	LM	28			
B	Extra for stopped end	NO	6			
C	Extra for 100 mm drop nozzle	NO	2			
D	100 mm Diameter rainwater down pipe : fixed with M.S brackets to concrete or block work and including 225x150x25 mm hardwood blocks chamfered all round and plugged and screwed to walling generally at 1.50 metre centres	LM	6			
E	Extra for bend	NO	3			
F	Extra swan neck projections	NO	3			
G	Extra for shoe	NO	3			
	Knot, prime, stop and apply one coat undercoat and twos coat gloss finishing paint on woodwork					
H	Fascia and barge board: Girth 200-300 mm	LM	21			
	Prepare, touch up primer and apply one undercoat and two coats gloss finishing paint on metalwork					
I	Large pipes	SM	4			
J	150 mm diameter half round gutter	SM	6			
	Carried to collection					
	Collection					
	From page 44					
	From page 45 (Above)					
	Total carried to Summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED GAZEBO** **LAKE ELLIS**					
	Element No.4 Windows					
	Supply and fix the following; ***Mild steel : one coat red oxide primer before erection***					
	Composite purpose made heavy gauge Weldmesh; complete with frames and subframes					
A	opening size size 4000 long x1200 mm high overall with 50x25x2mm RHS Subrame all round welded to stanchions m/s	NO	2			
B	Diito size 2700x1200mm	NO	2			
	Prepare, touch up primer and apply one undercoat and two coats gloss finishing paint : on metal					
C	weldmesh Windows: general surfaces	SM	47			
	Total carried to Summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED GAZEBO** **LAKE ELLIS**					
	Element No. 5 Doors					
	Mild steel: K.S. 02-18					
	custom made steel door : 50x50x3mm SHS framing and intermediate rails, ends welded and angles cut, mitred and welded: 1.5mm thick metal sheet cladding welded to both faces: all welding ground to smooth finish: Puropse made hinges per leaf 3-lever mortice locks: locking cleats and bolt: guides: padlock eye: All as per Architects detail's:					
A	Door size 900 x 2400 mm high overall	NO	1			
	Prepare, touch up primer and apply one undercoat and two finishing coats gloss paint : on metal					
B	Doors general surfaces	SM	4			
	Total carried to Summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED GAZEBO** **LAKE ELLIS**					
	Element No.06 External Finishes					
	Wall finishes					
	12 mm cement and sand (1:4) render : wood floated : on concrete or blockwork to					
A.	Beams	SM	8			
	Painting					
B	Beams	SM	9			
	Pointing					
C	Recessed horizontal and flush vertical joints: external wall finish pointed in cement sand mortar 1:4	SM	45			
D	**Extra over** wire brushing and dusting to key pointed masonary wall surfaces and random rubble	SM	45			
	Total carried to summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED GAZEBO** **LAKE ELLIS**					
	Element No. 7 Internal Finishes					
	Floor finishes					
	Cement and sand (1:4) screed: steel trowelled on concrete to					
A.	40 mm thick: floor screed	SM	30			
B	Ditto 100mm wide skirting	LM	18			
	300x300x7.5 mm glazed ceramic floor tiles: on cement and sand backing(m/s) : bedded and jointed in cement mortar (1:4) : pointed in matching cement					
C	Floors	SM	30			
D	Extra for fair edges	LM	18			
	Cement and sand (1:4) screed: steel trowelled on concrete to: receive tiles m/s					
E	50 mm floors	SM	30			
	Wall finishes					
	300x200x6 mm coloured glazed tiles: on cement and sand backing (m/s) : bedded in cement mortar (1:4) : pointed in white cement and sand backing (m/s) : bedded					
F	Walls	SM	32			
G	Extra for fair edges	LM	20			
	12 mm cement and sand (1:4) backing					
H	Walls : finished to receive tiles	SM	32			
G	Matching plastic edge trims	LM	16			
	Total carried to Summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED GAZEBO** **LAKE ELLIS**					
	Element No.08 Fixtures and Fittings					
	Concrete worktop					
A	2400mm long x600mm long x50mm thick reinforced concrete (Y-10) worktop : mounted at 880mm above finished floor level level on 100mm thick concrete (1:3:6) benching, including all necessary formwork: steel trowelled finish:ceramic tiles top and exposed edges.	NO	2			
	25mm thick blockboard with first quality mahogany veneer facing on both faces: hardwood lipping on all exposed edges					
	kitchen over head shelving:					
B	Overhead shelving siz 2400 mm long x 400 mm deep x 600 mm high : comprising 3 No. vertical divisions at 900mm c/c and one No. horizontal division at 300mm c/c complete with all bearer plugs and painting	NO	2			
	Total carried to summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED GAZEBO** **LAKE ELLIS**					
	Element No.09 Sanitary fittings					
	Supply and fix the following complete with all requisite accessories.					
A	Stainless steel Double bowl single drainer sink size 1800x600 mm : complete with accessories	NO	1			
	Total carried to Summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED GAZEBO** **LAKE ELLIS**					
	Element No. 10 Internal Drainage (Provisional)					
	Prices for pipework shall include for the cost of couplings; connectors and jointing to fittings, appliances etc and fixing brackets all as required in the pipework installation together with marking pipe routes on walls and floors: and builders work incidental thereto					
	All upvc couplings, branches, tees etc to be formed strictly in accordance with manufactures instructions:					
	UPVC soil, waste, and ventilating pipes anf fittings to BS 5255 Medium Grade					
A	100 mm diameter uPVC golden brown	LM	18			
B	100 mm diameter uPVC grey pipe	LM	18			
C	50 mm diameter uPVC grey pipe	LM	12			
D	40 mm diameter uPVC grey pipe	LM	12			
E	32 mm diameter uPVC grey pipe	LM	12			
	Extra over uPVC and muPVC soil and waste pipework for the following					
F	100 mm diameter WC connector	No.	1			
G	100 mm diameter sweep bend	No.	4			
H	100 mm diameter long radius bend	No.	2			
I	100 mm diameter vent cowl	No.	1			
J	100 mm diameter short radius bend	No.	1			
	Total carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
A	100 mm diameter single branch	No.	1			
B	100 x 50 mm diameter Boss Connector	No.	1			
C	50 mm diameter sweep tee	No.	1			
D	50 x 40 mm sweep tee	No.	1			
E	50 mm diameter sweep bend	No.	2			
F	50 mm diameter 'P' trap	No.	2			
G	40 mm diameter shower 'P' trap	No.	2			
H	50 mm diameter floor trap	No.	2			
I	50 mm diameter vent cowl	No.	2			
J	50 mm diameter weathering slate	No.	2			
K	40 mm diameter sweep tee	No.	4			
L	40 mm diameter sweep bend	No.	3			
M	40 mm diameter rodding eye	No.	2			
N	40 x 32 mm diameter reducer	No.	2			
O	32 mm diameter sweep bend	No.	2			
P	32 mm diameter sweep tee	No.	2			
Q	32 mm diameter rodding eye	No.	2			
R	***Gulley traps*** Gulley trap chamber size 250x250, approximately 400mm deep in 150mm blockwork with cement mortar joints on 150mm thick mass concrete slab, and plastered inside: for 100mm diameter trap and hopper 40mm thick, 250x250mm square painted gulley trap cover made from 3 mm thick mild steel sheet: D-Handle 40mm Diameter-vent	NO	2			
	Total carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	Excavate trenches for small pipes not exceeding 100 mm daimeter, not exceeding 1.50 metres deep: part backfill and compact excavated materials : remove surplus spoil: grade and compact bottoms including planking and strutting for upvc pipes					
A	Average 500 mm deep	LM	10			
B	Allow for testing the whole of the drainage installations during the progress and completion of the works to approval		item			
	Carried to collection					
	Collection					
	From page 52					
	From page 53					
	From page 54(Above)					
	Total carried to Summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED GAZEBO** **LAKE ELLIS**					
	Element No. 11 Plumbing (provisional)					
	Prices for pipework shall include for the cost of couplings; connectors and jointing to fittings, appliances etc and fixing brackets all as required in the pipework installation together with marking pipe routes on walls and floors: and builders work incidental thereto					
	supply, deliver and fix u P.V.C Polypropylene Random (PPR) pipes jointed and fixed as described in accordance to manufacturers instructions					
A.	15mm diameter	LM	40			
B.	20mm ditto	LM	18			
C.	25mm ditto	LM	12			
D	15mm bend	No.	10			
E	20mm ditto	No.	6			
F	15mm equal tee	No.	6			
	high pressure brass valves and jointing to pipes					
G	15mm ditto	No.	1			
H	20mm ditto	No.	1			
I	32mm. Ball valve with plastic float, brass stem and connecting to tank with union and backnut including perforation	No.	1			
J	20mm ditto	No.	1			
	Total carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	Excavate trenches for small pipes not exceeding 100 mm daimeter, not exceeding 1.50 metres deep: part backfill and compact excavated materials : remove surplus spoil: grade and compact bottoms including planking and strutting for upvc pipes					
A	Average 500 mm deep	LM	10			
	Valve chamber					
B	Chamber size 300x300x600 mm deep internally: 100 mm thick conctrete (1:3:6) bed : 150 mm solid concrete blockwalls: 75 mm thick precast conctrete cover slab with 1No. grip: excavation and backfill: disposal	NO	1			
	Testing					
C	Allow for testing of the complete internal plumbing installation to the satisfaction of the Engineer and the local Authority Representative	item	1			
	Carried to collection					
	Collection					
	From page 55					
	From page 56 (above)					
	Total carried to Summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED GAZEBO** **LAKE ELLIS**					
	Element No. 12 Electrical Works (provisional)					
	Rates quoted shall be inclusive of supply and installation includinfg builders work incidental thereto.					
	Lighting point wired in 3X1.5mm2 single core PVC cables drawn in 20mm diameter heavy gauge PVC conduits including all conduit accessories and switch boxes for:-					
A.	One way switching	No.	4			
B.	Two way switching	No.	3			
C.	Pendant light fitting comprising ceilling rose,code and lampholder as volex complete with bulb	No.	2			
D.	60W spherical fitting	No.	2			
E.	100W bulkhead fittting as microlite	No.	2			
	13A power point wired in 3x2.5mm2 single core PVC copper cables drawn in 20mm diameter heavy gauge PVC conduits incl. All conduit accessories for:					
F	Single	No.	2			
	5A Flush mounted switches as volex					
G	1gang 1 way	No.	4			
H	2 gang 2 way	No.	3			
I	6Ways consumer unit as crabtree complete with cicuit breakers	No.	2			
	Total carried to collection			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
A	3x16mm2 single core copper cables as sub-main and drawn in 50mm diameter heavy gauge PVC conduits including all conduit accessories.	Lm.	16			
B	1,200mmx25mm copper earth electrode complete with clamp.	No.	2			
C	Standard cable looping box		Item			
D	Allow for the Testing of the complete electrical installations to the satisfaction of the engineer		Item			
	Carried to collection					
	<u>Collection</u>					
	From page 57					
	From page 58 (Above)					
	Total carried to Summary			**Kshs.**		

Item No.	Description	Unit	Quantity	Rate	Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED GAZEBO** **LAKE ELLIS**					
	Element No.13 Fire Fighting Equipment					
	Fire extinguishers					
	Fire extinguishers : ***including fixing brackets to masonry or timber backgrounds***					
A.	Water/CO2: 9 Litres	No.	1			
B.	Dry Powder 9 Kgs	No.	1			
	Total carried to Summary			**Kshs.**		

elemen No.	Description		Kshs.	Cts.
	KENYA WILDLIFE SERVICE **PROPOSED GAZEBO** **LAKE ELLIS**			
	Summary	From page		
1	Substructures	41		
2	Walling	43		
3	Roof	45		
4	Windows	46		
5	Doors	47		
6	External wall finish	48		
7	Internal finishes	49		
8	Fixtures and fittings	50		
9	sanitary fittings	51		
10	Internal Drainage	54		
11	internal Plumbing	56		
12	Electrical Works	58		
13	Fire Fighting Equipment	59		
	TOTAL GAZEBO **CARRIED TO GRAND SUMMARY**	**Kshs.**		

Item No.	Description	Unit	Amount	Rate	Kshs.
	KENYA WILDLIFE SERVICE **PROPOSED PIT LATRINE** **LAKE ELLIS**				
	Element No. 1				
	Substructures (All Provisional)				
	Site Preparation				
A.	Clear site of shrubs, grass small trees of girth not exceeding 600mm and grub roots and remove debris from site as directed by the engineer	SM	7		
B.	Cut down trees of girth 600-900mm; cut the tree into logs and grub up all roots and remove the arising materials from site; set the logs aside for future use by the client.	No.	1		
C.	Excavate for pit starting from existing ground level but not exceeding 1.5m deep	CM	10		
D.	Ditto: over 1.5m deep but not exceeding 3.0m deep	CM	10		
E.	Ditto: over 3.0m deep but not exceeding 4.5m deep	CM	10		
F.	Ditto: over 4.5m deep but not exceeding 6.0m deep	CM	10		
H.	Extra over all excavations for excavating in rock	CM	1		
I.	Extra over for excavating in running sand/silt	CM	1		
	Total Carried to collection			**Kshs.**	

Item No.	Description	Unit	Amount	Rate	Kshs.
	Disposal of excavated materials				
A.	Backfill and compact selected excavated materials	CM	3		
B.	spread surplus materials on site as directed	CM	30		
	Disposal of water				
C.	Keep trenches free from all water		Item		
	Planking and strutting				
D.	Planking and strutting to sides of excavations		Item		
	Hardcore fillings				
E.	Fillings: levelled and compacted in 150 mm layers: average thickness 300mm	SM	2		
	Murram blinding				
F.	50 mm fillings as blinding to hardcore : levelled and compacted	SM	2		
G.	Gladiator T.L.C or any other equal and approved Chemical anti-termite treatment to subsoil or filling	SM	6		
	Insitu concrete : Mix 1:4:8 : Vibrated				
H.	50 mm blinding : under strip foundations	SM	3		
	Insitu concrete : Mix 1:2:4 : Vibrated reinforced				
I	Strip footing	CM	1		
J	Ground beam	CM	1		
K.	100mm suspended slab	SM	6		
	Total Carried to collection			**Kshs.**	

Item No.	Description	Unit	Amount	Rate	Kshs.
	High yield square twisted reinforcement including cutting to lengths, bending twisting and fixing, including all necessary tying wires and spacing blocks, mild steel bars to B.S. 4449:-				
A.	Y 8	Kg	73		
B.	Y 12	Kg	55		
	Formwork : to				
C.	Vertical : sides of strip foundations	SM	2		
D.	sides and soffites of ground beam	SM	4		
E.	soffites of suspended slab	SM	2		
F.	Vertical : edges of beds over 75 but not exceeding 150 mm wide	LM	9		
G.	Extra over: formwork to forming 300x300 mm hole in slab	No.	1		
	Undressed Natural Stones : in cement mortar (1:4): Including hoop iron in every alternate course.				
H.	200 mm walls	SM	6		
	Damp proof courses : bituminous felt bedded in cement mortar (1:4) : 300 mm laps				
I.	Horizontal : 200 mm wide	LM	6		
	Total Carried to collection			**Kshs.**	

Item No.	Description	Unit	Amount	Rate	Kshs.
	Labours and sundries				
	12 mm cement and sand (1:4) render: Steel trowelled on concrete or stonework to				
A.	Plinths	SM	4		
	Prepare and apply two coats bituminous paint : on render : to				
B.	Plinths	SM	4		
	Carried to Collection				
	Collection				
	From page 61				
	From page 62				
	From page 63				
	From page 64(above)				
	Total carried to Summary			**Kshs.**	

Item No.	Description	Unit	Amount	Rate	Kshs.
	KENYA WILDLIFE SERVICE **PROPOSED PIT LATRINE** **LAKE ELLIS**				
	Element No. 2 RC Structure/walling				
	Insitu concrete:Mix 1:2;4 vibrated reinforced				
A.	Ring beams	CM	1		
	High yield square twisted reinforcement including cutting to lengths, bending twisting and fixing, including all necessary tying wires and spacing blocks, mild steel bars to B.S. 4449:-				
B.	Y- 8	Kg	32		
C.	Y- 12	Kg	8		
	Formwork : to				
D.	Sides and soffits : beams	SM	4		
	200mm thick natural Quarry stone both faces medium chisel dressed: laid in cement sand mortar (1:4): including hoop iron reinforcement in every alternate course				
E.	200 mm Walls	SM	13		
F	200mm thick precast concrete louvre vent blocks: laid in cement sand mortar (1:4)	SM	2		
	Labours and sundries				
G.	Fair raking cutting 200 mm walls	LM	4		
H.	Labour and materials for eaves filling 250mm high to 200mm thick walls	LM	4		
	Total Carried to Summary			**Kshs.**	

Item No.	Description	Unit	Amount	Rate	Kshs.
	KENYA WILDLIFE SERVICE **PROPOSED PIT LATRINE** **LAKE ELLIS**				
	Element No.3				
	Roof				
	Roof coverings				
A.	28 gauge prepainted (green colour) corrugated iron sheets with one side corrugation side lap and 75mm wide end lap: fixed onto purlins (M/S) with and including approved nails	SM	32		
B.	Prepainted gauge 28 roof cap fixed with and including roofing nails: to match roof colour	LM	3		
	Construction				
	The following in 3 No sawn cell cured cypress roof trusses; 1.73 metres clear span; hoisting and placing 2.7 metres above the the ground level: Roof trusses fixing to include approved plates; making holes and fixing nails/screws/bolts all as per Engineer's detail.				
C.	100x50 mm Wall plate	LM	28		
D.	75x50 mm Purlins	LM	60		
E.	75x50 mm rafters	LM	36		
F.	75x50 mm Tie beam	LM	24		
G.	75x50 mm Struts and ties	LM	12		
H.	75x50mm King post	LM	8		
	Total carried to collection			**Kshs.**	

Item No.	Description	Unit	Amount	Rate	Kshs.
A.	100x50 mm ridge board	LM	3		
	Eaves and gable lining				
	wrot cypress				
	Eaves, fascias and barge boards				
B.	200x25 mm Fascia or barge board with splayed wading joints	LM	11		
	Painting generally				
	Knot, prime, stop and apply two coats undercoat ant one coat gloss finishing paint on woodwork				
C.	Fascia and barge board: Girth 200-300 mm	LM	11		
D.	Form 100mm diameter through GCI Sheeting for vent pipe.	No.	1		
E.	100mm diameter UPVC soil vent pipe	LM	4		
F.	Wire baloon grating reinforced with anti-insect mesh: on 100mm pipe .	No.	1		
	Carried to Collection				
	Collection				
	From page 66				
	From page 67 (above)				
	Total carried to Summary			**Kshs.**	

Item No.	Description	Unit	Amount	Rate	Kshs.
	KENYA WILDLIFE SERVICE **PROPOSED PIT LATRINE** **LAKE ELLIS**				
	Element No.4 Doors				
	Precast concrete units : mix 1:2:4 (20 mm aggregate) : vibrated : 4No. Y8 reinforcement				
A.	200x215 mm lintol	LM	1.5		
B.	50 mm thick framed ledged and braced prime grade softwood selected and kept clean door size 900x2100 mm high overall: Comprising of 100x50mm stiles and top rail, 150x50mm bottom rail:100x25mm middle rail and filled in with 100x25mm T&G boarding	No.	1		
	Frames and linings : softwood : selected and kept clean				
C.	100x50 mm frame : plugged	LM	6		
D.	40x20 mm Architrave	LM	6		
E.	Ditto moulded quadrants	LM	6		
	Ironmongery				
	Supply and fix the following to wood with matching screws				
F.	100 mm pressed steel butt hinges	Prs	1.5		
G.	3 -lever mortice lock with handles as union or any other equal and approved	NO	1		
	Total carried to collection			**Kshs.**	

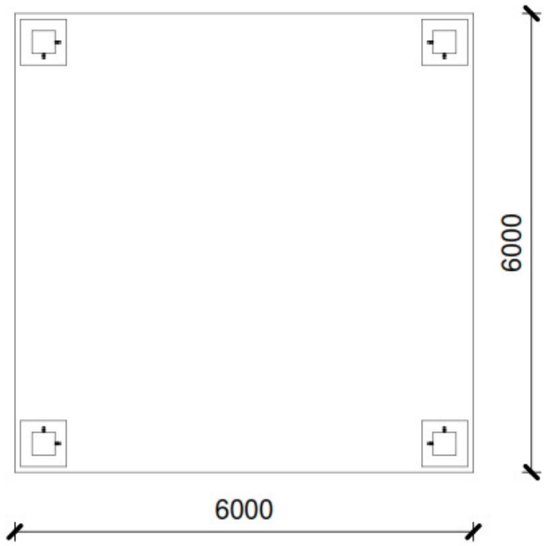
Item No.	Description	Unit	Amount	Rate	Kshs.
A.	Rubber door stop : rawl bolted to concrete	NO	1		
B.	mild steel holdfast door frame lugs: plugged	NO	6		
	Prepare and prime before fixing on wood				
C.	Frames : not exceeding 100 mm girth	LM	6		
D.	Architraves : ditto	LM	6		
E.	Ditto: Quadrants	LM	6		
	Prepare and knot coated surfaces: prime and apply one undercoat and two finishing hard gloss paint on wood:				
F.	Doors general surfaces	SM	4		
G.	Frames : over 100 but not exceeding 200 mm girth	LM	6		
H.	Architraves : not exceeding 100 mm girth	LM	6		
I.	Ditto: Quadrants	LM	6		
	Carried to collection				
	Collection				
	From page 68				
	From page 69 (above)				
	Total carried to Summary			**Kshs.**	

Item No.	Description	Unit	Amount	Rate	Kshs.
	KENYA WILDLIFE SERVICE **PROPOSED PIT LATRINE** **LAKE ELLIS**				
	Element No.5 Finishes.				
	External wall Finishes				
	12 mm cement and sand (1:4) render : wood floated : on concrete or blockwork to				
	Pointing				
A.	Recessed horizontal and flush vertical joints: external wall finish pointed in cement sand mortar 1:4	SM	16		
	12 mm thick cement sand (1:4) render steel trowelled : on masonry or blockwork to:				
B.	Gable end wallings	SM	3		
	Prepare and apply three coats plastic emulsion paint : on plaster to				
C	Gable end wallings	SM	3		
	Internal wall Finishes				
	12 mm thick plaster (1:3) steel trowelled : on masonry or blockwork to:				
D.	Internal walls	SM	12		
	Prepare and apply three coats plastic emulsion paint : on plaster to				
E.	Internal walls	SM	12		
	Total carried to collection			**Kshs.**	

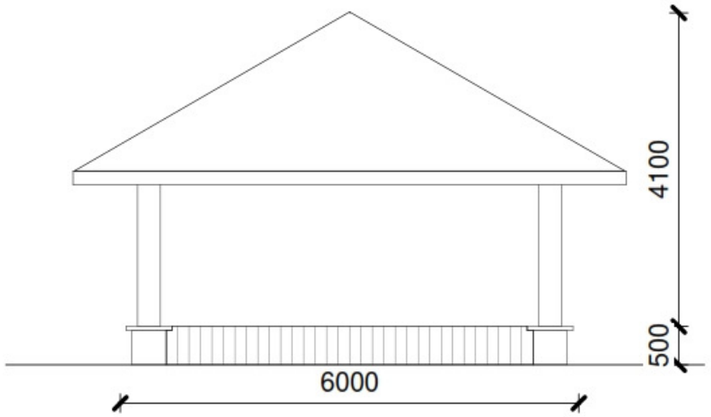
Item No.	Description	Unit	Amount	Rate	Kshs.
	Floor finish				
	Cement and sand (1:4) screed: finished smooth with wood float				
A.	50 mm floors: to approved slope	SM	5		
B.	100x25mm skirting : coved junction: rounded edges	LM	6		
	Carried to collection				
	Collection				
	From page 70				
	From page 71 (above)				
	Total carried to summary			**Kshs.**	

element No.	Description		Kshs.
	KENYA WILDLIFE SERVICE **PROPOSED PIT LATRINE** **LAKE ELLIS**		
	Pit Latrine(s) **Summary**	From page	
1	Substrucures	64	
2	Walling	65	
3	Roof	67	
4	Doors	69	
5	Finishes	71	
	Pit Latrine(s) **Carried to grand summary**	**Kshs.**	

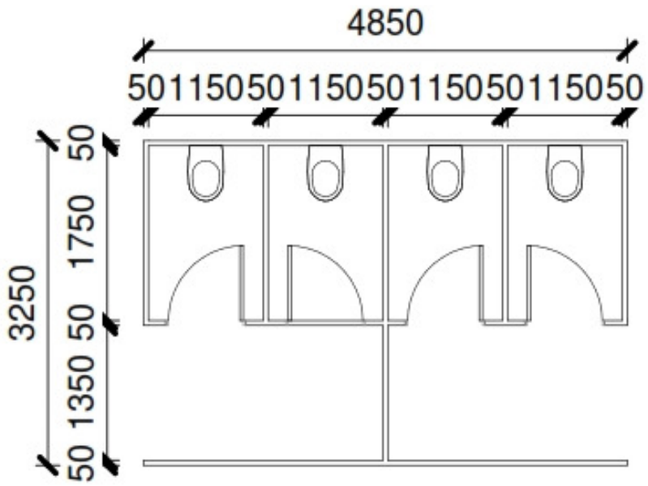
Item No.	Description		Kshs.	Cts.
	Construction of Themwe Gate a			
	And Associated Facilities at			
	Mt. Kenya National Park			
	GRAND SUMMARY	**From page**		
A	**Themwe gate**	38 of 73	-	
B	**Gazebo lake Ellis**	41 of 73	-	
C	**Pit latrine lake Ellis**	72 of 73	-	
D	**Provisional sum for external works**		**1,300,000**	
	subtotal 1			
	ADD 7.5% Contigencies			
	subtotal 2			
	ADD 16% VAT			
	GRAND TOTAL -			
	CARRIED TO FORM OF TENDER	**Kshs.**		



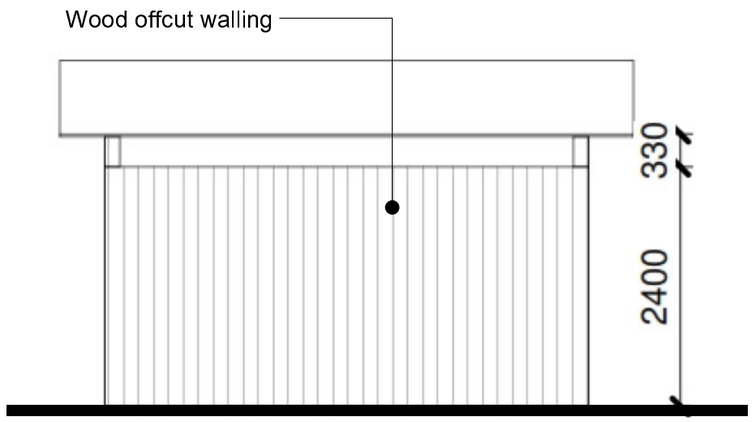
Gazebo Floor Plan



Gazebo Elevation

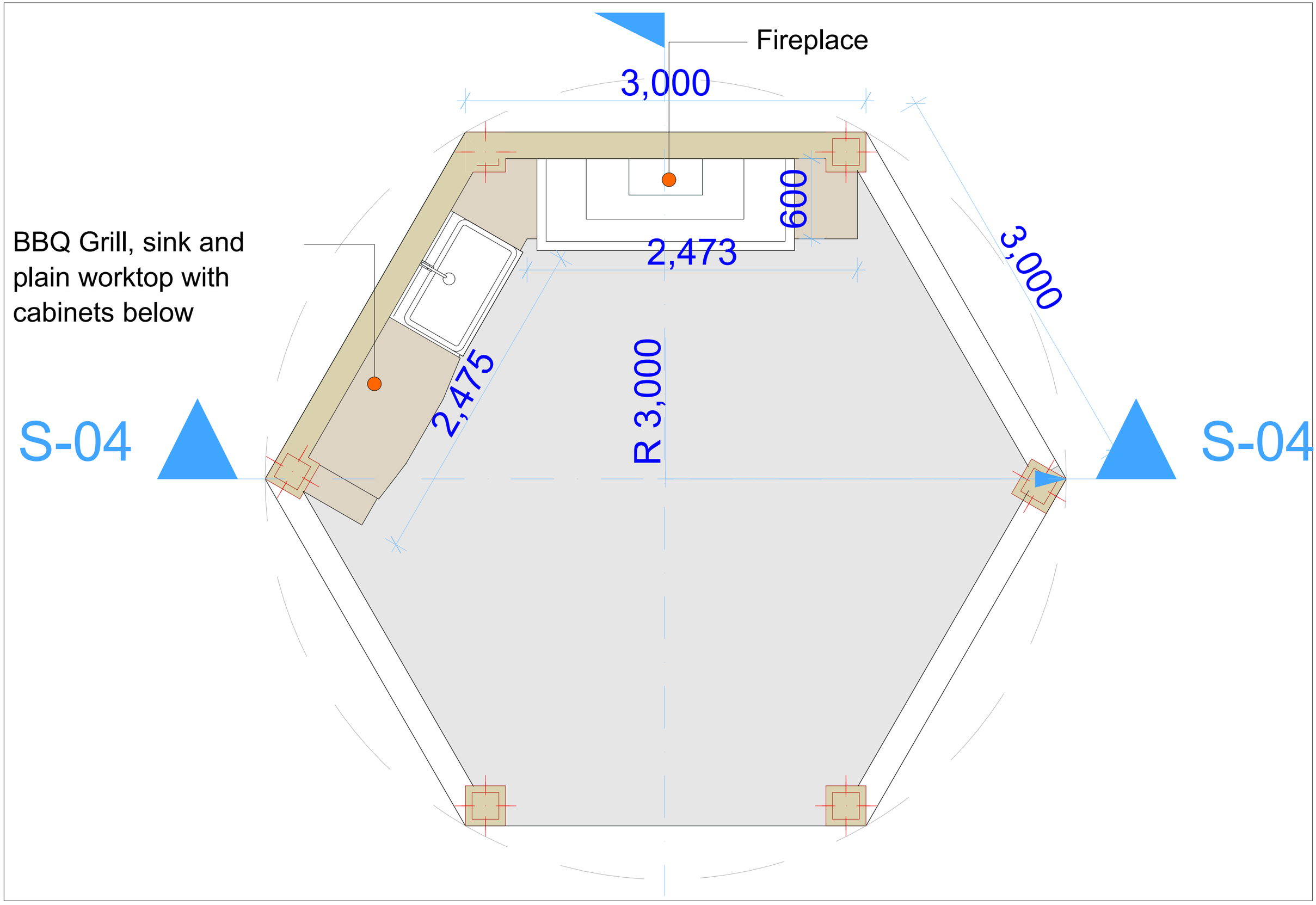


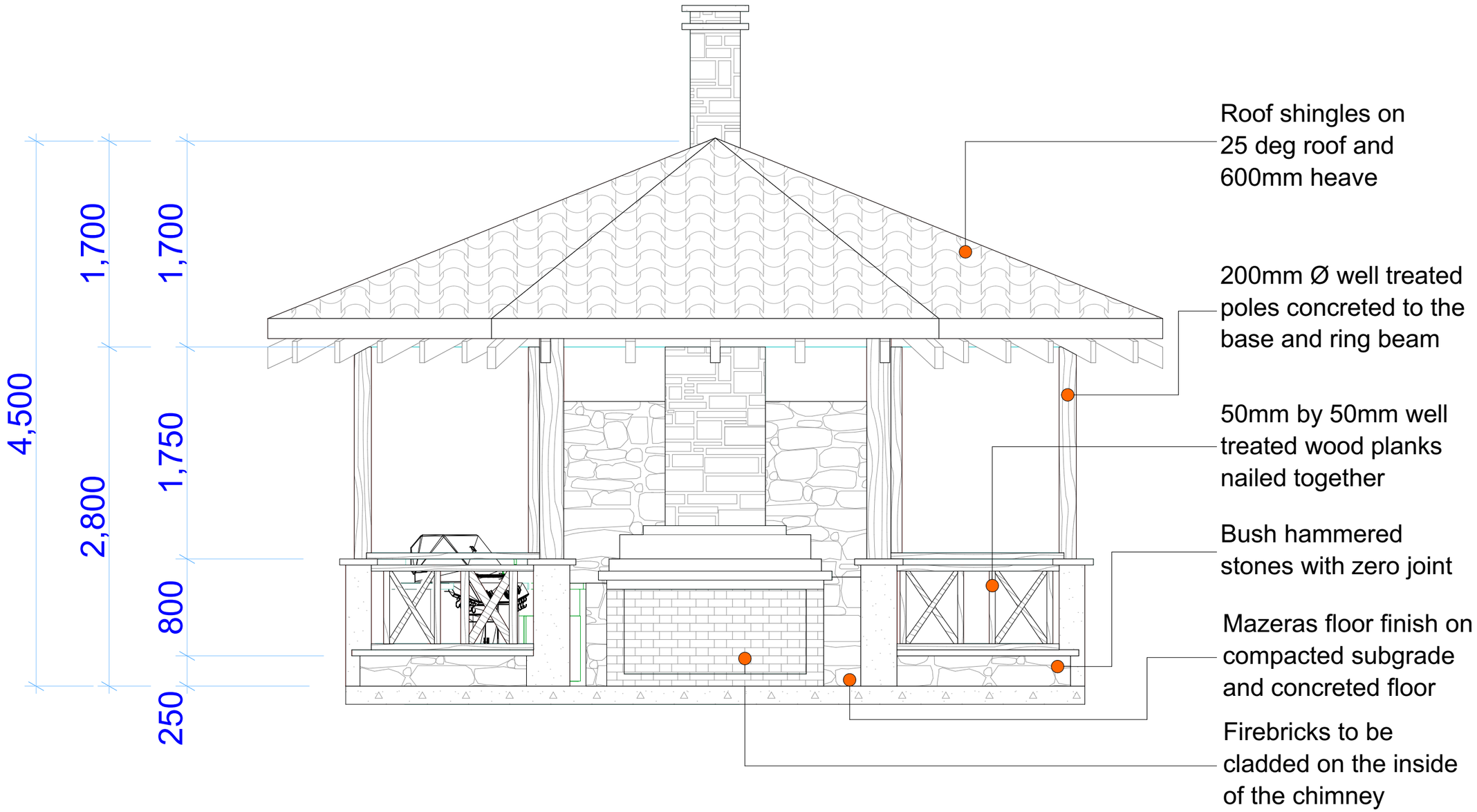
Latrine Floor Plan

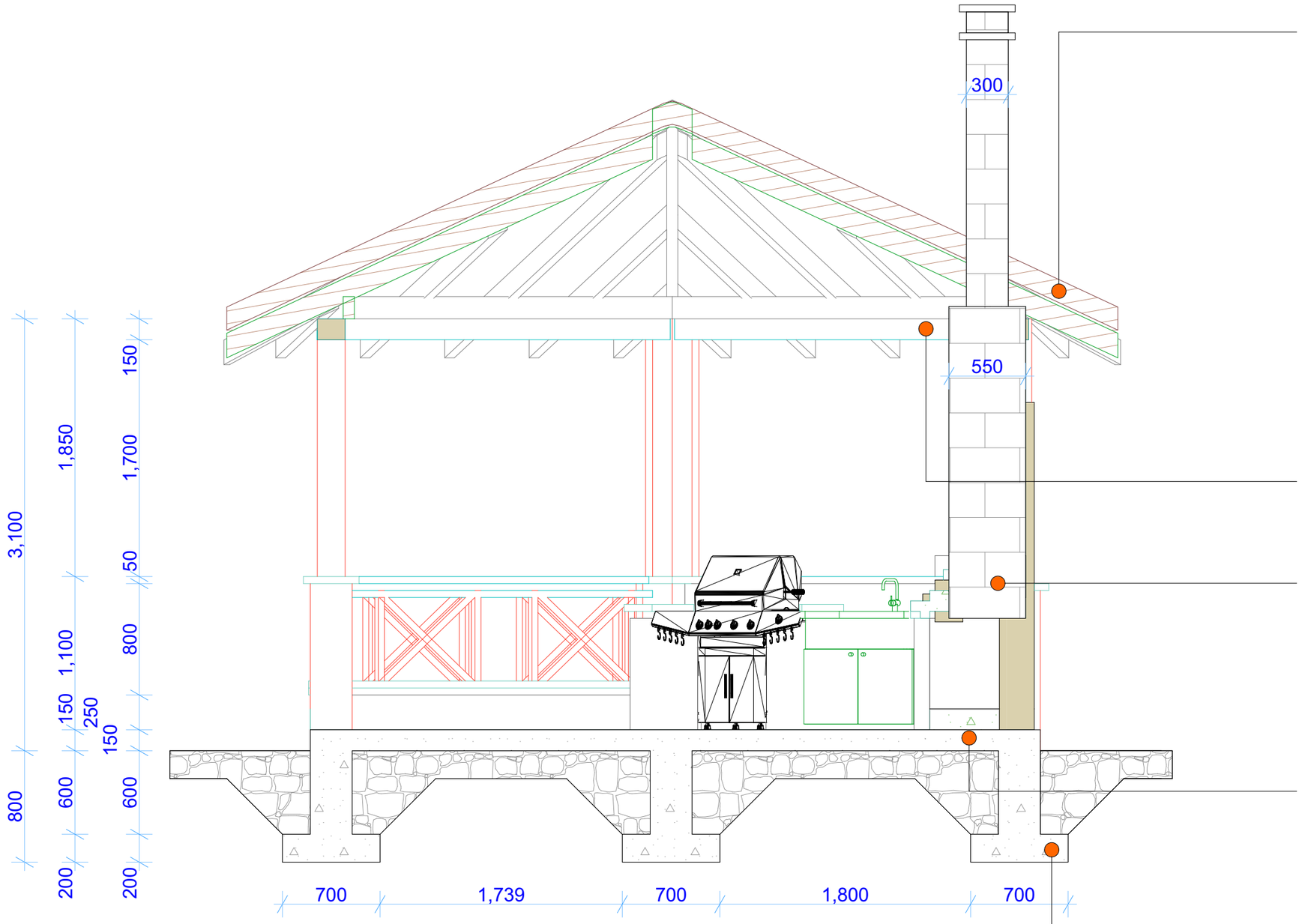


Latrine Elevation

PROPOSED GAZEBO SHED AND TOILETS AT LAKE ELLIS.


Fireplace
3,000
600
2,473
3,000
BBQ Grill, sink and plain worktop with cabinets below
2,475
R 3,000
S-04
S-04


1,700
1,700
4,500
2,800
1,750
800
250
Roof shingles on 25 deg roof and 600mm heave
200mm Ø well treated poles concreted to the base and ring beam
50mm by 50mm well treated wood planks nailed together
Bush hammered stones with zero joint
Mazeras floor finish on compacted subgrade and concreted floor
Firebricks to be cladded on the inside of the chimney



ROOF PITCH: 25 deg

28gauge roofing shingles on 50 by 50mm battens on 500 gauge polythene sheeting on chicken wire

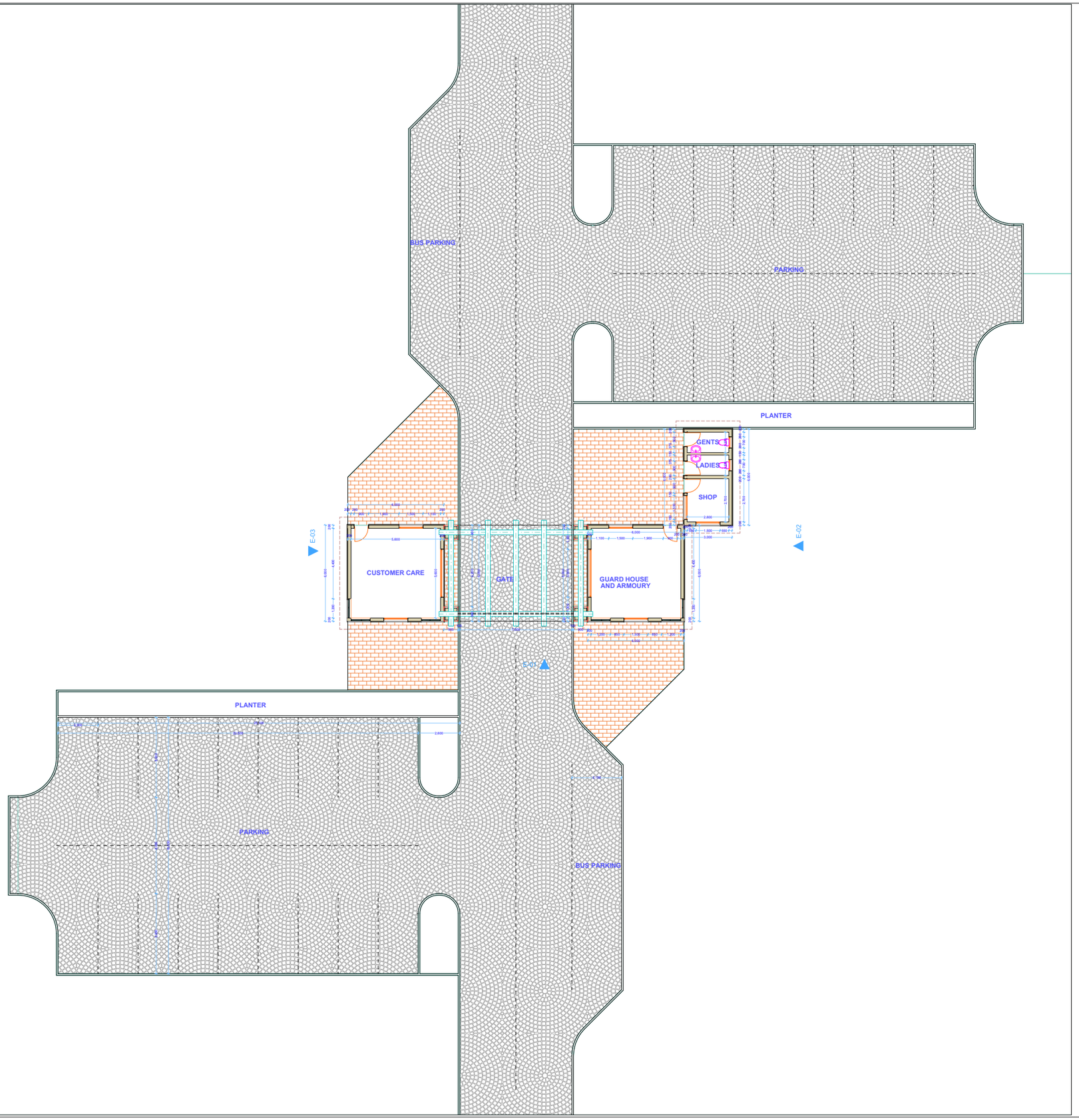
100 by 50mm rafters at 600mm centre to centre
50 by 50mm purlins
All timber to be treated

150 by 200mm thick well treated wooden beam

550mm thick masonry wall narrowing to 300mm thick at 3100mm height and plastered on the inside to steel level

150mm thick slab to S.E's details on not less than 200mm thick hardcore infill in not less than 150mm layers

700mm by 200mm foundation pad to S.E's details



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Drawings should be read comparatively to minimise chances of errors.

PV denotes permanent ventilation to be fitted above all doors and windows except toilet and bathroom doors.

CONSTRUCTION

All slabs at ground level to be poured over 1000gauge polythene sheet over 50mm thick murram over 300mm hardcore.

All soil under slabs, around and under foundations to be poisoned or termite control.

CIVIL

All soil on cut embarkment must be stabilised. The slope not to exceed the normal angle of repose.

STRUCTURAL

All black cotton soils must be removed from building pads and paving reserves.

For all R.C structure, refer to Engineer's details.

The depth of foundations, footings and strip foundations to be determined on site to civil engineer's approval.

Walls to be tied with a strip iron or barbed wire every third course.

MECHANICAL

All plumbing and drainage to comply with relevant local authorities.

SVP denotes Soil Vent Pipe to be provided at the head of every drainage.

Drains beneath buildings and drive ways must be encased in 150mm thick concrete surround.

Storm water drains to comply with building standards specifications.

Underground foul and waste drain pipes shall be uPVC to comply with building standards specifications.

All inspection chamber covers are to be cast iron.

Maximum slope in drains to be 1 in 100.

All plumbing installations to be done by a qualified and authorised plumber.

Testing of all drainage pipes and water pipelines to be done before plasterring of walls or floor finish.

ELECTRICAL

All conduits to be laid before wall plaster and floor slab casting.

All electrical installations to be done by a qualified and authorised electrician

REVISIONS

DATE	NOTES

PROJECT NAME

PROPOSED KWS THEMWE REVENUE GATE

KENYA WILDLIFE SERVICE

DEVELOPER

Kenya Wildlife Services

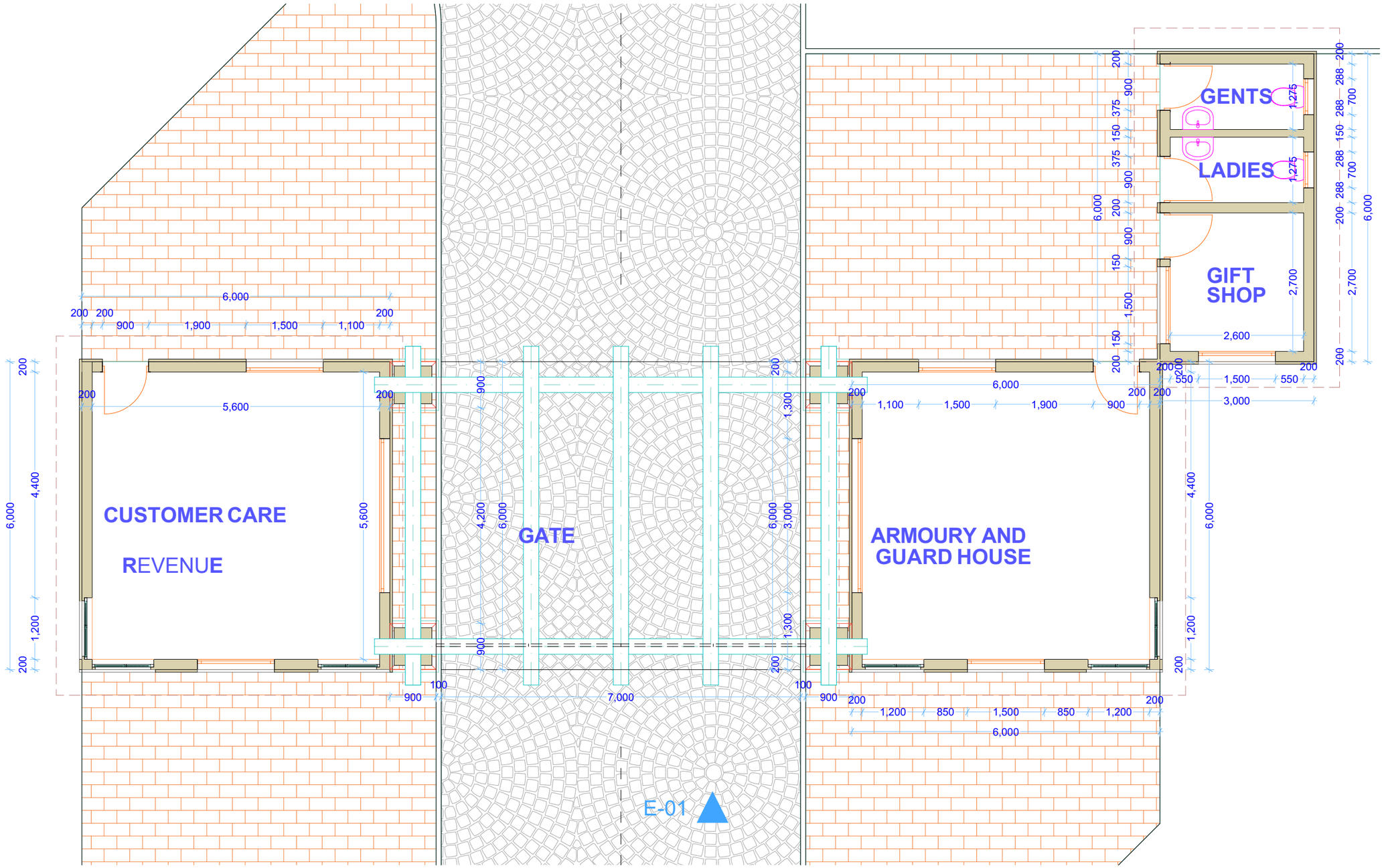
DRAWING NAME

PLAN, ELEVATIONS, SECTIONS

SCALE: (SEE DRAWINGS) SHEET NO. 001

CHECKED:

L.Arch Oliver Chapa



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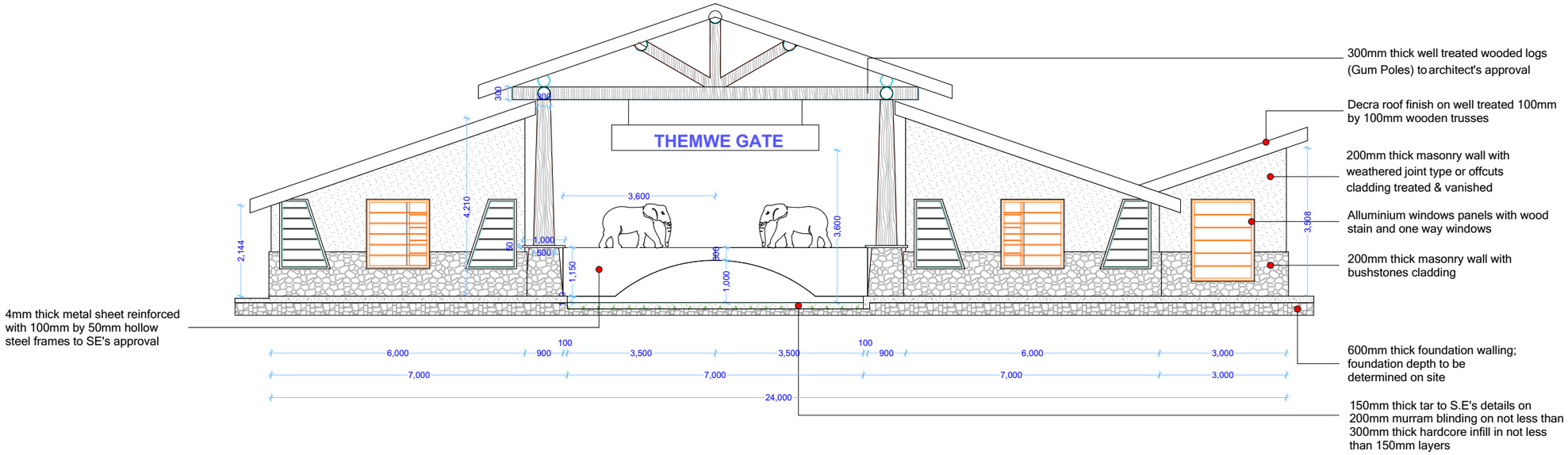
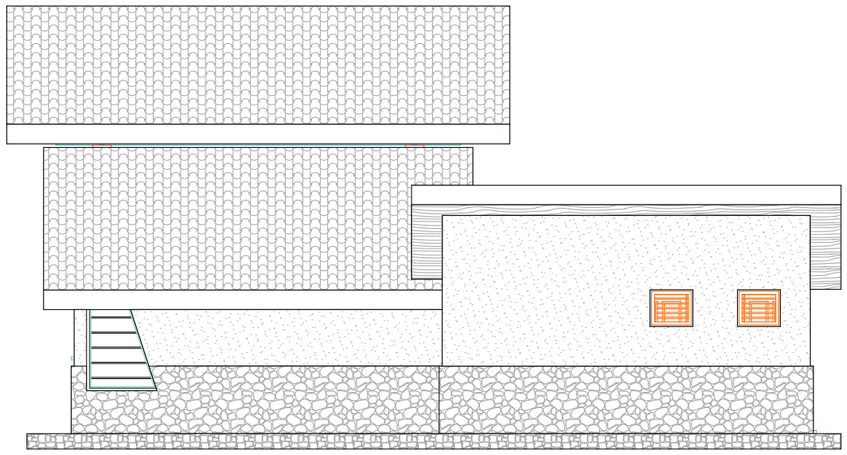


ELEVATION 01



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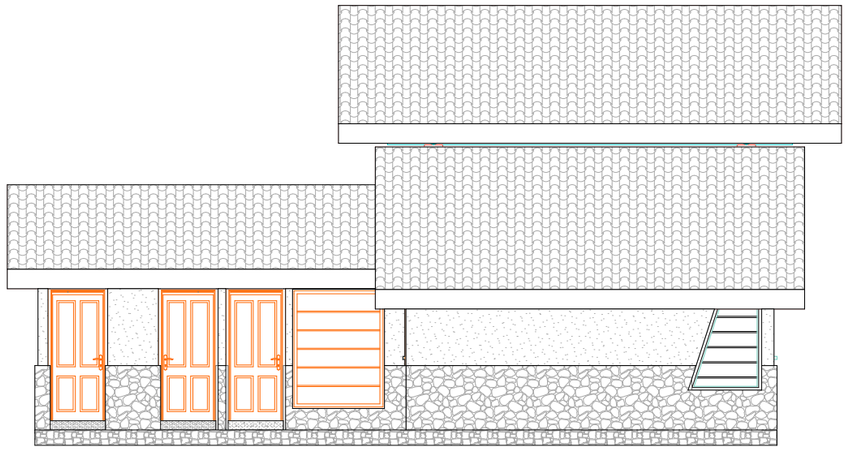

ELEVATION 03

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